Professor Bell’s Flowchart for Parol Evidence

Start with written agreement and parol evidence (PE) of a prior or contemporaneous agreement

Is the writing a final expression of some term?

- yes
  - Is PE offered to show integration, R. (2nd) § 214(a)-(b), illegality or another invalidating cause, id. § 214(d), grounds for granting or denying a remedy, id. § 214(e), a condition, id. § 217, or meaning, id. § 214(c), UCC § 2-202(a)?
    - yes
      - Writing is not integrated. R. (2nd) § 209(1).
    - no
      - no
        - Writing is not integrated. R. (2nd) § 209(1).

- no
  - Does PE contradict the written agreement?
    - yes
      - PE not O.K.
    - no
      - no
        - Writing is not integrated. R. (2nd) § 209(1).

Does PE contradict the written agreement?

- yes
  - Does the writing omit a consistent additional term that is agreed to for separate consideration, R. (2nd) § 216(2)(a)?
    - yes
      - Writing is completely integrated. R. (2nd) § 210.
    - no
      - no
        - Writing is completely integrated. R. (2nd) § 210.

- no
  - Does the writing omit a consistent additional term that “might naturally be omitted from”, § 216(2), or “would [not] certainly have been included in,” UCC § 2-202 comment 3, the writing?
    - yes
      - Writing is partially integrated. R. (2nd) § 210.
    - no
      - no
        - Writing is partially integrated. R. (2nd) § 210.

Is writing “complete and exclusive” statement of agreement, R. (2nd) § 210, UCC § 2-202(b)?

- yes
  - PE O.K.
- no
    - yes
      - PE O.K.
    - no
      - PE not O.K.