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? — **no** → Writing is not integrated. R. (2nd) § 209(1).

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**

no

Does PE contradict the written agreement? — **yes**

no

Does the writing omit a consistent additional term that is agreed to for separate consideration, R. (2nd) § 216(2)(a)? — **yes**

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**

no

Is writing "complete and exclusive" statement of agreement, R. (2nd) § 210, UCC § 2-202(b)? — **yes** → Writing is completely integrated. R. (2nd) § 210.

no → Writing is partially integrated. R. (2nd) § 210.

Does PE supplement written agreement? R.(2nd) § 210. — **yes** → **PE O.K.**

no → **PE not O.K.**

PE not O.K.

PE O.K.