

3040 INTEGRATION OF SEVERAL WRITINGS

[Separate writings that have been executed at or about the same time between the same parties and in relation to a common transaction may be considered as one agreement which is known as an integrated contract. It is for the jury to determine whether or not the separate writings were intended by the parties to be an integrated contract.]

[Writings executed at the same time as one transaction in order to effectuate a single purpose, and referring to one another, must be considered together as an integrated contract.]

Separate writings which constitute an integrated contract must be construed together as to all persons who had notice of their contents and their relation to each other for the purpose of determining the character of the transaction and the true intent and agreement of the parties.

To be taken together as evidencing an integrated contract, the writings must not only relate to a common transaction, but must have the same objective. It is for the jury to determine the overall agreement of the parties from the several writings.

COMMENT

This instruction and comment were approved by the Committee in 1975. Editorial changes were made in 1993 to address gender references in the instruction. No substantive changes were made to the instruction.

Common transaction: Norton v. Kearney, 10 Wis. 386 (1860); Bank of Sheboygan v. Fessler, 218 Wis. 244, 260 N.W. 441 (1935).

Single purpose: 17 Am. Jur. 2d § 263; Bailey v. Hovde, 61 Wis.2d 504, 213 N.W.2d 69 (1973).

Construed together: Fessler, *supra*.

Same objective: Brest v. Maenat Realty, 245 Wis. 631, 15 N.W.2d 798 (1944).

It is for the court to determine preliminarily whether or not two writings are so related that the provisions of one are necessarily to be imported into the other. Seaman v. McNamara, 180 Wis. 609, 193 N.W. 377 (1923); Thorp v. Mindeman, 123 Wis. 149, 101 N.W. 417 (1904).

If, after integration, there are remaining unrelated and nonintegrated provisions, they must be given effect as independent instruments. Construction of separate writings in insurance contracts: Martell v. National Guardian Life Ins. Co., 27 Wis.2d 164, 133 N.W.2d 721 (1965).