

3042 PARTIAL INTEGRATION — CONTRACT PARTLY WRITTEN, PARTLY ORAL

A contract may be partly written and partly oral. It is for the jury to determine whether the oral and written provisions were intended by the parties to be an integrated contract.

In determining whether the oral and written provisions were intended by the parties to constitute an integrated contract, you are cautioned that prior or concurrent oral provisions which contradict the written provisions cannot be considered by you.

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.

17 Am. Jur. 2d Contracts § 68; Hannon v. Kelly, 156 Wis. 509, 512, 146 N.W. 512 (1914); Conrad Milwaukee Corp. v. Wasilewski, 30 Wis.2d 481, 141 N.W.2d 240 (1966).

Necessity for and elements of a writing: Wis. Stat. §§ 241.02, 401.206, 402.201, 408.319, 409.203.

This instruction is proper only if the court has determined that the parol evidence rule does not apply. Paragraph 2 must not be used to assign to the jury the decision whether or not the rule should apply.