

# Business law

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Business Law Parole Evidence Rule I would like to begin by stating that the contract signed between Novell Inc and Caldera Inc was final and binding to both the parties. They had shown commitments towards abiding by it should the sale of DR DOS succeeded. For this reason, Novell Inc was justified to file a law suit against Canopy for breaching the contract. Since the written contract was only made between Novell Inc and Caldera Inc as the only parties, Canopy was not supposed to come in and make other deductions which had not been part of the written contract. The court was right for refusing Canopy's evidence as it was not part of the written contract. It becomes a parole because it was an oral agreement made before the final written contract was made.

I therefore agree with the court for rejecting Canopy's evidence. It is against the principles of parole evidence rule which categorically states that there should not be a parole to a written contract. Meaning, evidence made prior to a written contract ca not be accepted for consideration in case of a dispute. It is therefore appropriate for the court to make such a decision it is in compliance with the law. Apart from being oral evidence made prior to the actual contract, it contains evidence which contradicts the written contract itself. Despite Canopy not being a party to the written contract, it went ahead to give this evidence. This is uncalled for and should not be entertained. Instead, the court should go ahead to consider the case filed by Novell Inc to protest against the deductions made by Canopy because it breaches its contract with Caldera Inc.