

04-528 WOMACK & HAMPTON ARCHITECTS, L.L.C V. METRIC HOLDINGS LIMITED PARTNERSHIP, ET AL.

QUESTIONS PRESENTED

1. When interpreting an unambiguous license of subject matter protectable under Title 17, United States Code, is the district court bound by the express terms of the license as has been previously held by this Court, as well as the Second Circuit, Ninth Circuit and Court of Federal Claims, or is the court free to read into the license the conveyance of other rights based on the court's belief regarding what the parties may have "anticipated" would be conveyed?
2. Did the lower court err in its construction of the Owner/Architect Agreements since the result of the decision was to frustrate the purposes of the Copyright Act by usurping those rights specifically identified under 17 U.S.C. § 106?