

Business and Transactions

October 31, 2014

In *Ellington v. EMI Music, Inc.*, the **New York Court of Appeals** addressed whether a **copyright renewal** signed in 1961 by Duke Ellington **unfairly deprived** his heirs of a portion of **foreign royalties**. The court found that the renewal unambiguously provided Ellington's heirs with 50 percent of net revenue received from foreign subpublishers of his work. The fact that the music publisher has since affiliated with a foreign subpublisher in an arrangement that allows the publisher to reduce the amount of foreign revenues turned over to Ellington's heirs did not violate any term of the renewal. (October 23, 2014)