

# Current News Features

INCORPORATED

AFFILIATED WITH

THE CONSOLIDATED PRESS ASSOCIATION

**OFFICES:**

WASHINGTON,  
20th Floor, Evening Star Building  
NEW YORK,  
20th Floor, World Building  
CHICAGO,  
19th Floor, Daily News Building  
SAN FRANCISCO,  
2nd Floor, Spaulding Building  
HONOLULU,  
20th Floor, Pacific Co.

*Executive Offices  
Evening Star Building,  
Washington, D. C.*

February 6, 1926.

Commander Richard E. Byrd,  
United States Navy Department,  
Washington, D. C.

My dear Commander Byrd:

We propose to enter into a contract with you for the exclusive newspaper rights throughout the world to the expedition which you contemplate making in the region of the North Pole.

The terms are as follows:

One. Commander Byrd grants to Current News Features, Incorporated, exclusive rights to the publication in newspapers throughout the world of all news, news features and photographs (except motion picture rights) which may be gathered either by himself or the members of his expedition. Commander Byrd agrees to send during the expedition wherever and whenever communication is available, full radio or cable dispatches detailing the progress of the flight, to be signed by himself, or his successor or successors of the expedition. These dispatches will be sent in code to insure secrecy. Commander Byrd also agrees to furnish Current News Features, Incorporated, one (1) article of at least twelve thousand (12,000) words covering his experiences on the trip from Spitzbergen to Cape Morris Jessup and return.

This is to be furnished immediately after Commander Byrd returns to Spitzbergen from Cape Morris Jessup. Commander Byrd also agrees to furnish on his return from the North Pole, or the vicinity of the North Pole, a detailed official narrative of the expedition consisting of not less than twenty-five (25,000) words, to be signed by Commander Byrd, or his successor or

successors, and at least four feature articles of approximately three thousand (3,000) words each similarly signed so as fully to cover all phases of the expedition.

Two. To insure to Current News Features, Incorporated, the benefits of this contract, Commander Byrd agrees not to communicate to the press or to divulge in any way or any form anything relating to the preparation, progress and operation of the expedition, without the consent of Current News Features, Incorporated.

Three. Commander Byrd undertakes to insure most complete secrecy concerning the operation of the expedition so far as any other rival news agencies or feature syndicates may be concerned. To accomplish this purpose no member of the expedition is to be permitted to communicate to anyone <sup>at</sup> any place any information or photograph or to permit third parties to visit the boats, machines, planes, base, etc., except as may be arranged with the permission of Current News Features, Incorporated.

Four. Commander Byrd, or any member of his expedition, may publish, or authorize to be published, any articles, pamphlets, books or photographs concerning the expedition one month after Current News Features, Incorporated, has completed its selection of all the material gathered by the expedition. Before departure from the United States, Commander Byrd will prepare a series of articles describing the preparation and plans of the expedition.

Five. All information communicated by Commander Byrd, or any member of the expedition, by radio or cable shall be addressed in accordance with instructions given by Current News Features, Incorporated, before the departure of such expedition from Spitzbergen.

Six. If Commander Byrd cannot accomplish his program <sup>✓</sup> in 1926 and is obliged to renew his attempt at a later date, this same contract shall

constitute a first option to Current News Features, Incorporated, for the fulfillment of the agreement at a later date.

Seven. Commander Byrd undertakes to enforce upon all members of his expedition the clauses of this agreement.

Eight. In case of the decease of Commander Byrd, since he has undertaken to be responsible for the other members of the expedition, his heirs shall be responsible for any infraction or violation of this contract by his successor or successors in the expedition.

Compensation is to be as follows:

OK  
W.  
P.B.  
A. Current News Features, Incorporated, will consider itself Eighteen Thousand (\$18,000.00) Dollars obligated to pay Commander Byrd ~~\$25,000.00~~ within thirty days after his departure from Spitsbergen on his first flight, the said sum to be payable in the United States to ~~whomever~~ Commander Byrd shall designate is to receive said sum, and Five Thousand (\$5,000.00) Dollars is to be paid on the / signing of the contract.

OK  
P.B.  
B. It is understood that when Commander Byrd shall have returned to Spitsbergen from his base in the vicinity of Cape Morris Jessup and when he shall have delivered the news, news features and photographs in connection with his first trip to Cape Morris Jessup, Current News Features, Incorporated, will consider itself obligated to pay Commander Byrd an additional \$17,000.00, this sum to be payable within thirty days after receipt of word by radio or otherwise from Commander Byrd that he ~~has~~ started for the North Pole from ~~Cape Morris Jessup~~ <sup>his base in the vicinity of Cape Morris Jessup</sup>. If Commander Byrd should meet with mishap and fail to return to Spitsbergen on his second trip, Current News Features, Incorporated, agrees to pay this amount to the estate of Commander Byrd.

OK  
P.B.  
C. Current News Features, Incorporated, will undertake to pay Commander Byrd an additional sum <sup>for his journey to the pole</sup> when he shall have reached the North

*OKes*  
*5-2*  
Pole or shall have attained an objective further north than has been attained before by any other person. This sum will be computed on the basis of \$1,666.66 for every degree of latitude north of 84°, and \$6,666.66 for having reached 89° and an additional \$6,666.66 on reaching the North Pole, making a possible payment of \$20,000.00 additional, to be paid within thirty days after the return of Commander Byrd to Spitzbergen <sup>his journey towards</sup> from the North Pole.

*OKes*  
*5-2*  
D. When the gross receipts from all sales of Commander Byrd's personally written articles and all news features and photographs connected with the expedition after the conclusion of the flight <sup>towards</sup> to the North Pole shall reimburse Current News Features, Incorporated, for all sums it shall have paid to Commander Byrd, Current News Features, Incorporated, will agree to divide equally with Commander Byrd the net profits from those sales. Net profits are to be defined as all receipts from the sale of news and news features and photographs of Commander Byrd's expedition after deducting \$10,000.00 for syndicate selling expenses and the expenses incurred by Current News Features, Incorporated, in covering the story from Spitzbergen by radio. In this connection, Current News Features, Incorporated, agrees to pay one-third of the operating expenses of Commander Byrd's ship for such time as the visit of Commander Byrd's ship to arctic waters ~~synchronizes~~ synchronizes with the news uses necessary for the Byrd expedition or any other expeditions which may be in process of being covered by Current News Features, Incorporated. The amount to be paid by Current News Features, Incorporated, under this provision shall not exceed \$10,000.00.

Current News Features, Incorporated, is to receive first option on Commander Byrd's secondary expedition to the unknown regions of the polar sea lying between Cape Morris Jessup and Alaska, it being understood that Current News Features, Incorporated, shall notify Commander Byrd on his

return to Spitzbergen from the North Pole flight whether or not this option shall be exercised. If this option is exercised by Current News Features, Incorporated, it is to be agreed that Current News Features, Incorporated, will guarantee Commander Byrd a sum up to \$15,000.00 and fifty percent of the net profits. Net profits are to be defined in the same way as in the preceding paragraph. The \$15,000.00 shall not have been considered as earned until Commander Byrd shall have passed 100° west longitude, but Commander Byrd shall be compensated at the rate of \$5,000.00 if he passes 70° west longitude, \$2,500.00 additional if he ~~xxx~~ should reach 90° west longitude and an additional \$2,500.00 if he attains 100° west longitude, providing, however, that all of the secondary flight shall take place north of Cape Columbia or Cape Thomas Hubbard.

It is also agreed that Current News Features, Incorporated, ✓ shall have first option in any expedition which Commander Byrd may make to the South Pole or any future expedition to the North polar zone, the terms to be mutually agreed upon at a later date.

Trusting that the foregoing will prove satisfactory, ~~xxxx~~ we are,

Sincerely yours,

CURRENT NEWS FEATURES, Incorporated,

Witness:  
1-5 Coralie L. Richardson *Sand (and) Sme*  
President.

accepted unduly Feb 13, 1926

RE Byrd 1

Witness:  
Coralie L. Richardson