As filed with the Securities and Exchange Commission on May 22, 1997

Registration No. 333-\_\_\_\_\_ SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549 FORM S-8 REGISTRATION STATEMENT Under The Securities Act of 1933 THE E.W. SCRIPPS COMPANY (Exact name of registrant as specified in its charter) Ohio 31-1223339 (State or other jurisdiction of incorporation or organization) (I.R.S. Employer Identification No.) 312 Walnut Street, Cincinnati, Ohio (Address of Principal Executive Offices) 45202 (Zip Code) -----THE E.W. SCRIPPS COMPANY 1997 DEFERRED COMPENSATION AND PHANTOM STOCK PLAN FOR SENIOR OFFICERS AND SELECTED EXECUTIVES (Full title of the plan) M. DENISE KUPRIONIS Secretary The E.W. Scripps Company 312 Walnut Street Cincinnati, Ohio 45202 (Name and address of agent for service) (513) 977-3835 (Telephone number, including area code, of agent for service) - - - - - -CALCULATION OF REGISTRATION FEE \_\_\_\_\_ Title of Proposed Proposed securities to Amount to be Maximum offering maximum aggregate Amount of offering price(2) be registered registered(1) price-per share(2) registration fee Class A Common Shares \$.01 par value 250,000 \$37.63 \$9,407,500 \$2,851

(1) Also includes an indeterminable number of additional shares that may

Indeterminate(3)

become issuable pursuant to the anti-dilution provisions of the Plan.
 (2) Estimated in accordance with Rules 457(c) and 457(h)(1) solely for the purpose of determining the registration fee. The fee with respect to the shares registered herein is based on the average of the high and low sale prices on May 20, 1997, of the registrant's Class A Common Shares as reported on the New York Stock Exchange.

 (3) In addition, pursuant to Rule 416(c) under the Securities Act of 1933, this registration statement also covers an indeterminate amount of interests to be offered or sold pursuant to the employee benefit plan described herein.

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Plan Interests

### PART II

#### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

The Class A Common Shares and plan interests registered by The E.W. Scripps Company (the "Company") pursuant to this Registration Statement will be issued under the Company's 1997 Deferred Compensation and Phantom Stock Plan for Senior Officers and Selected Executives (the "Plan").

Item 3. Incorporation of Documents by Reference.

The documents listed in (a) through (c) below are incorporated by reference in the registration statement. All documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act") subsequent to the date of the filing of this registration statement and prior to the filing of a post-effective amendment that indicates that all securities registered hereunder have been sold, or that de-registers all securities then remaining unsold, shall be deemed to be incorporated by reference in the registration statement and to be a part hereof from the date of the filing of such documents.

(a) The Registrant's Annual Report on Form 10-K for the year ended December 31, 1996;

(b) All other reports filed by the Registrant pursuant to Section 13(a) or 15(d) of the Exchange Act since the Annual Report on Form 10-K referenced above; and

(c) The description of the Company's Class A Common Shares contained in the Company's Registration Statement on Form 10, declared effective October 17, 1996, pursuant to Section 12 of the Exchange Act.

Item 5. Interests of Named Experts and Counsel.

The legality of the Class A Common Shares and the interests in the Plan offered hereby has been passed upon for the Company by Baker & Hostetler LLP, Cleveland, Ohio. John H. Burlingame, a director of the Company, is a partner of Baker & Hostetler LLP.

Item 6. Indemnification of Directors and Officers.

The Articles of Incorporation of the Registrant provide for indemnification of directors and officers to the fullest extent permitted under Section 1701.13 of the Ohio General Corporation Law.

The Registrant is permitted by its Articles of Incorporation to maintain insurance on behalf of its directors and officers against any loss arising from any claim asserted against them in such capacities, subject to certain exclusions.

Item 8. Exhibits.

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Exhibit Number	Description of Exhibit
4(a)	The E.W. Scripps Company 1997 Deferred Compensation and Phantom Stock Plan for Senior Officers and Selected Executives
4(b)	Articles of Incorporation of The E.W. Scripps Company(1)
4(c)	Code of Regulations of The E.W. Scripps Company(1)
5	Opinion of Baker & Hostetler LLP as to legality of the Class A Common Shares and interests in the Plan being registered
23(a)	Consent of Deloitte & Touche LLP
23(b)	Consent of Baker & Hostetler LLP (included in Opinion filed as Exhibit 5 hereto)
24(a)	Power of Attorney (Registrant)
24(b)	Power of Attorney (Directors and Officers)

(1) Incorporated by reference from Registration Statement on Form 10 (File No. 1-11969) filed on October 17, 1996.

### Item 9. Undertakings

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The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;
- (2) That, for the purpose of determining any liability under the Securities Act of 1933 (the "Act"), each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned Registrant further undertakes that, for purposes of determining any liability under the Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act and each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described under Item 6 above or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is therefore unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

### SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cincinnati, State of Ohio, on May 22, 1997.

THE E.W. SCRIPPS COMPANY

By \* William R. Burleigh President and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed on May 22, 1997, by the following persons in the capacities indicated below.

Signature	Title
* William R. Burleigh	President and Chief Executive Officer (Principal Executive Officer); Director
* Daniel J. Castellini	Senior Vice President, Finance & Administration (Principal Financial and Accounting Officer)
* Lawrence A. Leser	Chairman of the Board
* Charles E. Scripps	Director
* Robert P. Scripps	Director
* Paul K. Scripps	Director
* John H. Burlingame	Director
* Nicholas B. Paumgarten	Director

\* Director
 Daniel J. Meyer
 \* Director
 Ronald W. Tysoe
 \* Director
 Julie A. Wrigley
 \* William Appleton, by signing his name hereto,

William Appleton, by signing his name hereto, does sign this Registration Statement on behalf of the persons indicated above pursuant to powers of attorney duly executed by such persons and filed as exhibits to this Registration Statement.

By: /s/ WILLIAM APPLETON

William Appleton, Attorney-in-Fact

THE PLAN. Pursuant to the requirements of the Securities Act of 1933, the administrator of the Plan has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Cincinnati, State of Ohio on May 22, 1997.

1997 DEFERRED COMPENSATION AND PHANTOM STOCK PLAN FOR SENIOR OFFICERS AND SELECTED EXECUTIVES

By: /s/ M. DENISE KUPRIONIS

M. Denise Kuprionis, Administrator

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# EXHIBIT INDEX

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- 4(c) Code of Regulations of The E.W. Scripps Company(1)
- 5 Opinion of Baker & Hostetler LLP as to legality of the Class A Common Shares and interests in the Plan being registered
- 23(a) Consent of Deloitte & Touche LLP
- 23(b) Consent of Baker & Hostetler LLP (included in Opinion filed as Exhibit 5 hereto)
- 24(a) Power of Attorney (Registrant)

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24(b) Power of Attorney (Directors and Officers)

(1) Incorporated by reference from Registration Statement on Form 10 (File No. 1-11969) filed on October 17, 1996.

## THE E. W. SCRIPPS COMPANY 1997 DEFERRED COMPENSATION AND PHANTOM STOCK PLAN FOR SENIOR OFFICERS AND SELECTED EXECUTIVES

## 1. INTRODUCTION

Effective May 22, 1997, The E. W. Scripps Company ("Company") hereby adopts a non-qualified deferred compensation and phantom stock plan (the "Plan") for Senior Officers and Selected Executives ("Eligible Participants") of the Company and its Affiliates who participate in the Company's and Affiliate's annual executive bonus plan ("Annual Executive Bonus Plan"). This Plan is intended to replace various prior deferred compensation plans which have been incorporated into, and now are governed by, the Scripps Howard, Inc. Deferred Compensation Plan for Executives (the "Old Plan"), which was adopted by the Company in 1995. The Old Plan hereby is terminated, rescinded, and superseded by this Plan, effective at such time as all deferrals under the Old Plan have been credited to Accounts under this Plan.

The purpose of the Plan is to provide an opportunity for Participants, as defined in Section 6 below, to enhance their personal financial planning by having access to a vehicle for deferring income to a time considered by them to be of personal advantage. Additionally, the Plan is designed to more closely align the Participants' financial interests with those of the Company's shareholders.

#### 2. PLAN ADMINISTRATION

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The Plan shall be governed by the Board of Directors of the Company (the "Board") and administered by the Corporate Secretary or such other person or persons as the Board may determine. The Board may delegate any or all of its powers and responsibilities hereunder to its Compensation Committee and/or to such other person or persons as the Board may determine. In such case, the decisions of the Compensation Committee or other designee shall be binding and given effect as if made by the entire Board.

The Board, or its designee, may adopt such rules and regulations as it may deem necessary for the proper administration of the Plan, and which are not inconsistent with the provisions hereof. The decision of the Board, or its designee, in all matters pertaining to the administration or interpretation of this Plan shall be final, conclusive and binding for all purposes.

#### 3. ELIGIBILITY TO PARTICIPATE

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From year to year, those Senior Officers and Selected Executives of the Company and its Affiliates who have been notified, in writing, of their participation in the Annual Executive Bonus Plan shall be eligible to participate in this Plan for the corresponding year. The Eligible Participants are key employees of the Company or its Affiliates and constitute a select group of management or highly compensated employees, as defined under Sections 201(2), 301(a)(3), and 401(a)(1) of the Employee Retirement Income Security Act of 1974, as amended.

4. PLAN YEAR

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The Plan Year shall be the calendar year.

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# COMPENSATION ELIGIBLE FOR DEFERRAL

With respect to a particular Plan Year, Eligible Participants may elect to defer all or a portion of the payments which otherwise become payable under the Annual Executive Bonus Plan for the corresponding year.

# 6. ENROLLMENT PROCEDURE AND TIMING OF ELECTION

Any person who is an Eligible Participant for a given Plan Year may elect to participate in this Plan for that year by filing a Deferral Election Form with the Corporate Secretary or other designee no later than thirty (30) days after receiving written notification of his participation in the Annual Executive Bonus Plan for that same year. The Deferral Election Form shall be forwarded to Eligible Participants at or about the same time they are notified of their participation in the Annual Executive Bonus Plan.

Eligible Participants who actually file a Deferral Election Form for a given Plan Year are considered to be Active Participants that year. Other persons who have made deferral elections in prior years, but not for the then current Plan Year, and who still have interests held under the Plan are considered to be Inactive Participants. Active Participants and Inactive Participants all are considered to be Participants, as are beneficiaries, designated pursuant to Section 16 below, who actually are receiving payouts under the Plan following a Participant's death.

Notwithstanding the preceding sentence, Participants who previously elected to defer some or all of their potential 1997 bonus payments, pursuant to the terms of the Old Plan, may, until June 30, 1997, make a new election to have such previously elected 1997 deferrals invested, in whole or in part, and in either or both, the Fixed Income Fund and/or the Phantom Stock Fund. In the absence of a new election, these 1997 deferrals will be invested in the Fixed Income Fund.

## DEFERRAL PERIOD

7.

Eligible Participants can elect to defer payment from the date such payment otherwise would be made until an actual date specified by the Eligible Participant, but no earlier than three years from the date it would otherwise have been paid, or until the date of termination of

#### 8. ADMINISTRATIVE RULES FOR THE DEFERRAL ELECTION

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employment for any reason, including retirement.

Eligible Participants must elect to defer a minimum of at least 25% of any payments which otherwise become payable under the Annual Executive Bonus Plan in order to make a deferral election.

At the time of the election to defer, an Eligible Participant must select the deferral period. See Section 7 above.

An Eligible Participant must elect to have all deferral amounts for a given year credited to an Account(s) under the Fixed Income Fund, the Phantom Stock Fund or a combination of both Funds. See Section 9 below.

Once an election for a given year's deferral has been made, it is irrevocable; but the Participant is free to make different elections for deferrals of annual executive bonus amounts for future years.

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5.

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## (A) FIXED INCOME FUND

Deferred amounts will be recorded as a liability to the Participant as of January 1st of the Plan Year in which the bonus otherwise would have been paid in cash to the Participant but for the deferral election. Such amount will be recorded as a dollar amount in a bookkeeping Account in the Participant's name. The Account will be credited with interest throughout the deferral period. Interest on unpaid deferred amounts will be compounded and credited annually, as of the following January 1st or any earlier payout date, with the interest rate used for a given Plan Year being one percent (1%) above the average effective yield on 10-year United States Treasury Bonds for the 12 months most recently reported in Federal Reserve Statistical Releases issued through the date as of which the credit is made to the Account.

- (B) PHANTOM STOCK FUND
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Deferred amounts will be recorded as a liability to the Participant as of January 1st of the Plan Year in which the bonus otherwise would have been paid in cash to the Participant but for the deferral election. Such amount will be recorded as a "phantom share number" in a bookkeeping Account in the Participant's name. The phantom share number so recorded will equal the number of shares of the Company's Class A Common Shares that could have been purchased, without commissions or other fees, with the Participant's deferral for that year ("Phantom Shares"), based upon the following calculation:

Amount Deferred	Fair	Market Value of the	Number of	
	/	Company's Class A Common	=	Phantom
		Shares when credited,		Shares
		with Fair Market Value being		Credited
		defined as the average of		
		the high and low sale		
		prices of the Company's		
		stock on the New York Stock		
		Exchange on the last trading day		
		preceding the date as of which		
		the credit is made to the Account.		

The Account will be credited with dividends throughout the deferral period. The amount of dividends paid in a given year on the Company's Class A Common Shares shall be converted to Phantom Shares annually, as of the following January 1st or any earlier payout date, and added to the balance of the Participant's Account under the Phantom Stock Fund. The calculation shall be made in the same manner described above (but substituting "amount of dividends" for "amount deferred" in said calculation).

Participants may not make inter-Fund transfers, I.E., once an election is made to defer into a specific Fund, the Participant cannot elect to move an Account balance into another Fund.

Phantom Shares shall not carry voting rights.

- 10. PAYMENT OF THE BALANCE IN THE PARTICIPANT'S ACCOUNTS
  - - (A) FIXED INCOME FUND

At the time the Eligible Participant executes the Deferral Election Form, he must elect that deferred amounts, including interest, be paid in a lump sum, or over a specified number of years (not to exceed 15 years). The Eligible Participant also must elect a payment

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commencement date. If the Eligible Participant fails to make an election as to the period of time over which payments are to be made, payments shall be made over a 10-year period, in equal or substantially equal installments, commencing on the payment commencement date elected by the Eligible Participant on the Deferral Election Form. If no payment commencement date is specified, payments will commence as soon as is administratively practicable after the Participant terminates employment.

Balances in the Fixed Income Fund will continue to earn interest credit as described above until paid out completely.

Notwithstanding the foregoing provision, the Company shall have absolute discretion to accelerate pay-out in the event of a Participant's disability, death or severe hardship.

## (B) PHANTOM STOCK FUND

At the time the Eligible Participant executes the Deferral Election Form, he must elect the form of payment to be made (I.E., cash, actual shares of the Company's Class A Common Shares ("Actual Shares"), or in a predetermined combination of both). The Eligible Participant also must elect whether such amounts, whether paid in cash, in Actual Shares, or in a combination of both, will be paid in a lump sum or over a specified number of years (not to exceed 15 years). Finally, the Eligible Participant also must elect a payment commencement date.

A Participant may change the election of the form of payment of the balance in the Phantom Stock Account, (E.G., from Actual Shares to cash, cash to Actual Shares, or from cash only or Actual Shares only to a combination of both), subject to applicable law.

If payment is to be in cash, in installments, the unpaid balance will be held in the Phantom Stock Fund and will continue to earn dividend credit as described above.

If the Participant fails to make an election as to the period of time over which cash payments or distributions of Actual Shares are to be made, such payment shall be made over a 10-year period, in equal or substantially equal installments, commencing on the payment commencement date elected by the Participant on the Deferral Election Form. If no payment commencement date is specified, payments will commence as soon as is administratively practicable after the Participant terminates employment.

Distributions made in cash will be based on the value of the Actual Shares on the last trading day preceding the designated payout date. Distributions made in the form of Actual Shares shall be made with treasury shares or shares acquired on the open market, and will cancel out Phantom Shares on a one for one basis.

Notwithstanding the foregoing provision, the Company shall have absolute discretion to accelerate pay-out in the event of a Participant's disability, death or severe hardship.

#### 11. PREVIOUS DEFERRAL ELECTIONS

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Participants who previously made deferral elections under the Old Plan shall not be permitted to revoke such deferral elections, nor change the payment commencement date or form of payment (i.e., lump sum or installments). Such eligible deferred amounts shall be paid at the time previously elected by the Participant. However, the Participant shall be given the opportunity to elect to have some or all such amounts previously credited to his Account under the Old Plan invested in the Phantom Stock Fund, pursuant to rules promulgated by the Board or its designee. Amounts not so invested in the Phantom Stock Fund shall be invested in the Fixed Income Fund. All such elections must be made by June 30, 1997, and credits to the Funds will be made as of January 1, 1998.

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## 12. FUNDING OF THE PLAN

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The amounts deferred under this Plan will be recorded on the Company's and Affiliate's books, as applicable, as liabilities to the Participants. During the deferral period, and the payout period, the Participant will be a general, unsecured creditor of the Company or Affiliate that employed the Participant when he earned the original deferral. All benefits hereunder, including distributions in-kind from the Phantom Stock Fund, shall be paid only from the general assets of the Company or Affiliate, as applicable.

## 13. ASSIGNMENTS PROHIBITED

No benefit hereunder may be assigned, sold, pledged, transferred, mortgaged, or otherwise encumbered and, to the extent permitted by applicable law, no such benefit shall be subject to legal process or attachment for the payment of any claims against any person entitled to receive the same.

#### 14. CHANGE OF CONTROL

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At the time the Participant executes the Deferral Election Form, he may elect to accelerate the payment of all deferred amounts and receive payment in a lump sum (in cash or, in the case of Phantom Shares, in shares or in combination of both, as the case may be) as soon as practicable after (and in the event that) a Change in Control occurs. For purposes hereof, "Change in Control" shall mean an event that would be required to be reported in response to Item 1 of Form 8-K or any successor form thereto promulgated under the Securities Exchange Act of 1934.

## 15. AMENDMENT AND TERMINATION

The Board reserves, in its sole and exclusive discretion, the right at any time and from time to time to amend this Plan in any respect or terminate the Plan without restriction and without the consent of any Participant; provided, however, that no amendment or termination of the Plan shall impair the right of any Participant to receive benefits which have been deferred prior to such amendment or termination.

#### 16. DESIGNATION OF BENEFICIARY

A Participant must designate a primary an

A Participant must designate a primary and secondary beneficiary to whom amounts unpaid at the Participant's death will be made. The Participant's original Deferral Election Form(s) will govern the commencement date and duration of payouts to the beneficiary, except as provided otherwise in this Plan. In the event that no valid beneficiary designation exists at the time of the Participant's death, unpaid amounts will be paid, in cash, to the Participant's spouse, if living, or otherwise to the Participant's estate.

#### 17. MISCELLANEOUS

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(A) Nothing contained in the Plan guarantees the continued employment of a Participant with the Company.

(B) If a Participant entitled to receive a benefit under the Plan is deemed by the Board, or its designee, or is adjudged by a court of competent jurisdiction, to be legally incapable of giving valid receipt and discharge for such benefit, such payments shall be paid to such person or persons as the Board, or its designee, shall designate or to the duly appointed guardian or other legal representative of such Participant. Such payment shall, to the extent made, be deemed a complete discharge for such payments under the Plan.

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(C) Payments made under the Plan, and deferrals to the Plan, shall be subject to withholding and such taxes as shall at the time be required under any income or employment tax or other laws, whether of the United States or any other jurisdiction.

(D) No person who is a Participant in the Plan shall participate in any Board or administrative decision having a direct material impact upon his rights and benefits under the Plan, excluding, however, general decisions having widespread applicability to many Participants.

(E) All expenses and costs in connection with the operation of the Plan shall be borne by the Company.

(F) The provisions of the Plan shall be construed according to the laws of the State of Ohio.

(G) The masculine pronoun whenever used herein shall include the feminine gender, and the feminine shall include the masculine, and the singular number as used herein shall include the plural and the plural shall include the singular, unless the context clearly indicates otherwise.

(H) The titles and headings as used herein are for convenience of reference only and, in case of any conflict, the text of the Plan, rather than such titles or headings, shall be controlling.

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May 22, 1997

The E.W. Scripps Company 312 Walnut Street Cincinnati, Ohio 45202

Gentlemen:

We have acted as counsel to The E.W. Scripps Company, an Ohio corporation (the "Company"), in connection with the Company's Registration Statement on Form S-8 (the "Registration Statement") filed under the Securities Act of 1933 (the "Act") relating to the reservation of 250,000 Class A Common Shares, \$.01 par value (the "Class A Common Shares"), of the Company for issuance under the Company's 1997 Deferred Compensation and Phantom Stock Plan for Senior Officers and Selected Executives (the "Plan") and interests in the Plan which may be offered or sold pursuant to the Plan.

In connection with the foregoing, we have examined: (a) the Articles of Incorporation and Code of Regulations of the Company, (b) the Plan, and (c) such records of the corporate proceedings of the Company and such other documents as we deemed necessary to render this opinion.

Based on such examination, we are of the opinion that:

1. The Company is a corporation duly organized and validly existing under the laws of the State of Ohio.

2. The interests in the Plan, when issued to Plan participants in accordance with the terms of the Plan, will be legally issued.

3. The Class A Common Shares available for issuance under the Plan, when issued pursuant to the Plan, will have been legally issued and will be fully paid and nonassessable.

We hereby consent to the use of this Opinion as Exhibit 5 to the Registration Statement and the reference to our firm in Item 5 of Part II of the Registration Statement.

Very truly yours,

/s/ Baker & Hostetler LLP

BAKER & HOSTETLER LLP

[DELOITTE & TOUCHE LLP LETTERHEAD]

### INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement relating to the 1997 Deferred Compensation and Phantom Stock Plan for Senior Officers and Selected Executives of The E.W. Scripps Company and subsidiary companies on Form S-8 of our report dated January 22, 1997 appearing in the Annual Report on Form 10-K of The E.W. Scripps Company and subsidiary companies for the year ended December 31, 1996.

/s/ Deloitte & Touche LLP

CINCINNATI, OHIO May 22, 1997 DELOITTE TOUCHE TOHMATSU INTERNATIONAL [LOGO]

## POWER OF ATTORNEY

The E.W. Scripps Company, an Ohio corporation, which proposes to file with the Securities and Exchange Commission, under the provisions of the Securities Act of 1933, registration statements on Form S-8 with respect to (i) the Company's Class A Common Shares, \$.01 par value, reserved for issuance under the Company's 1994 Non-Employee Directors' Stock Option Plan, the Company's 1997 Long-Term Incentive Plan, and the 1997 Deferred Compensation and Phantom Stock Plan for Senior Officers and Selected Executives ("Deferred Compensation Plan") and (ii) interests to be offered or sold pursuant to the Deferred Compensation Plan, hereby constitutes and appoints Daniel J. Castellini, M. Denise Kuprionis and William Appleton, and each of them, as the attorney of the Company, with full power of substitution and resubstitution, for and in the name, place and stead of the Company, to sign and file the proposed registration statements and any and all amendments and exhibits thereto, and any and all applications and other documents to be filed with the Securities and Exchange Commission pertaining to such securities or such registration, with full power and authority to do and perform any and all acts and things whatsoever requisite to be done in the premises, hereby ratifying and approving the acts of such attorney or any such substitute.

IN WITNESS WHEREOF, The E.W. Scripps Company has caused this power of attorney to be signed on its behalf by the undersigned in Cincinnati, Ohio, on May 22, 1997.

THE E.W. SCRIPPS COMPANY

By: /s/ WILLIAM R. BURLEIGH

William R. Burleigh, President and Chief Executive Officer

And: /s/ M. DENISE KUPRIONIS M. Denise Kuprionis, Secretary

## POWER OF ATTORNEY

We, the undersigned directors and officers of The E.W. Scripps Company, an Ohio corporation (the "Company"), hereby constitute and appoint Daniel J. Castellini, M. Denise Kuprionis and William Appleton as our true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitution, for us and in our stead, in any and all capacities to execute and file registration statements on Form S-8 pursuant to the Securities Act of 1933 in order to register (i) Class A Common Shares under such Act for issuance (A) to directors of the Company under the Company's 1994 Non-Employee Directors' Stock Option Plan as it may be amended now or from time to time, (B) to officers and key employees of the Company under the Company's 1997 Long-Term Incentive Plan, and (C) to senior officers and selected executives of the Company under the Compensition Plan") and (ii) interests to be offered or sold pursuant to the Deferred Compensation Plan", and all amendments to such registration statements, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agent full power and authority to do and perform each and every act and thing necessary or advisable to be done in and about the premises, hereby ratifying and confirming all that said attorney-in-fact and agent or substitute or substitutes may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, we have executed this power on May 22, 1997 in Cincinnati, Ohio.

/s/ LAWRENCE A. LESER Lawrence A. Leser, Chairman

/s/ CHARLES E. SCRIPPS Charles E. Scripps, Director

/s/ RONALD W. TYSOE Ronald W. Tysoe, Director

/s/ ROBERT P. SCRIPPS Robert P. Scripps, Director

/s/ PAUL K. SCRIPPS Paul K. Scripps, Director /s/ DANIEL J. MEYER Daniel J. Meyer, Director

/s/ NICHOLAS B. PAUMGARTEN Nicholas B. Paumgarten, Director

/s/ JOHN H. BURLINGAME John H. Burlingame, Director

/s/ JULIE A. WRIGLEY Julie A. Wrigley, Director

/s/ DANIEL J. CASTELLINI
Daniel J. Castellini, Senior Vice
President, Finance & Administration

/s/ WILLIAM R. BURLEIGH William R. Burleigh, President, Chief Executive Officer and Director