UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (date of earliest event reported):
June 13, 2005

GANNETT CO., INC.
(Exact name of registrant as specified in charter)

Delaware	**1-6961**	**16-0442930**
(State or Other Jurisdiction of Incorporation or Organization of Registrant)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

7950 Jones Branch Drive, McLean, Virginia	**22107-0910**
(Address of principal executive offices)	**(Zip Code)**

(703) 854-6000
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 8.01. Other Events.

On June 13, 2005, Gannett Co., Inc. (the "Company") entered into an underwriting agreement with Barclays Capital Inc. (the "Underwriter") in connection with a proposed public offering of $500,000,000 of the Company's 4.125% Notes due 2008 (the "Notes"). The Notes will mature on June 15, 2008, with interest payable semiannually on June 15 and December 15 of each year outstanding, beginning December 15, 2005. The closing of the offering is expected to occur on June 16, 2005. A copy of the underwriting agreement is filed as an exhibit to this report.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits

See Index to Exhibits attached hereto.

SIGNATURE

Pursuant to requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Gannett Co., Inc.

Date: June 15, 2005

By: /s/ Gracia C. Martore

Gracia C. Martore
Senior Vice President and
Chief Financial Officer

INDEX TO EXHIBITS

Exhibit No.	Description
1.1	Underwriting Agreement, dated June 13, 2005, by and between the Company and Barclays Capital Inc. (the "Underwriting Agreement").
1.2	Underwriting Agreement Standard Provisions (Debt and/or Warrants) dated December 1, 1986 (incorporated by reference to Exhibit 1 to the Company's Current Report on Form 8-K dated December 16, 1991).
4.1	Form of Fourth Supplemental Indenture between the Company and Wells Fargo Bank, National Association, as Successor Trustee.
4.2	Form of 4.125% Note due 2008.
5.1	Opinion of Thomas L. Chapple regarding the legality of the Notes offered pursuant to the Underwriting Agreement.
12.1	Statement Regarding Computation of Ratio of Earnings to Fixed Charges.
23.1	Consent of Thomas L. Chapple (included in Exhibit 5.1).

Exhibit 1.1

UNDERWRITING AGREEMENT

June 13, 2005

Gannett Co., Inc.
7950 Jones Branch Drive
McLean, Virginia 22107

Ladies and Gentlemen:

We (the "Underwriter") understand that Gannett Co., Inc., a Delaware corporation (the "Company"), proposes to issue and sell $500,000,000 aggregate principal amount of 4.125% Notes due 2008 (the "Offered Securities"). Subject to the terms and conditions set forth or incorporated by reference herein, the Company hereby agrees to sell and the Underwriter agrees to purchase $500,000,000 of the principal amount of the Offered Securities at a purchase price equal to 99.635% of the principal amount of such Offered Securities.

The Underwriter will pay for such Offered Securities upon delivery thereof at the offices of Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 at 10:00 A.M. (New York time) on June 16, 2005, or at such other time as shall be jointly designated by the Underwriter and the Company.

Payment for the Offered Securities will be made in immediately available funds.

The 4.125% Notes due 2008 shall have the following terms:

Price to Public: Varying prices to be determined at the time of sale
Maturity: June 15, 2008
Interest Rate: 4.125% per annum
Interest Payment Dates: June 15 and December 15, commencing December 15, 2005
Redemption Provisions: None

Registration Statement: 333-85430

All the provisions contained in the document entitled Gannett Co., Inc. Underwriting Agreement Standard Provisions (Debt and/or Warrants) dated December 1, 1986 (the "Underwriting Agreement Standard Provisions"), a copy of which you have previously received, are herein incorporated by reference in their entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein; provided, however, the Underwriting Agreement Standard Provisions shall be amended, for purposes of this Underwriting Agreement only, as follows:

(1) The term "Manager" therein shall refer to the "Underwriter" as defined herein.

(2) Section I shall be amended by adding “and as amended by the Second Supplemental Indenture dated as of June 1, 1995, the Third Supplement Indenture dated as of March 14, 2002 and the Fourth Supplemental Indenture dated as of June 16, 2005” after the words “November 5, 1986” and all references to “or mailed for filing to” shall be deleted. The terms “Registration Statement”, “Basic Prospectus”, “Prospectus” and “Preliminary Prospectus” shall also include, in each case, the material, if any, deemed incorporated by reference therein.

(3) Section V(b) shall be amended by deleting everything after the words “Commission”.

(4) Section V(e) is hereby deleted in its entirety and replaced with:

(e) The Manager shall have received on the Closing Date an opinion of Nixon Peabody LLP, special counsel for the Company, dated the Closing Date, in substantially the form set forth as Exhibit B.

(5) Section V(g) shall be amended by deleting the words “Price Waterhouse” and inserting: “Ernst & Young LLP”.

(6) Section V is hereby amended by adding thereto at the end thereof the following new paragraphs (h) and (i):

(h) The prospectus supplement shall have been filed with the Commission pursuant to Rule 424(b) within the applicable time period prescribed for such filing by the rules and regulations under the Act.

(i) The Underwriter shall have received on the Closing Date an opinion and negative assurance letter of Hogan & Hartson LLP, counsel for the Company, in substantially the form set forth as Exhibit D-1 and D-2, respectively.

(7) Section VI(b) is hereby amended by deleting “with a copy of each such proposed amendment or supplement” and adding the following immediately after “Manager”:

with copies of any such documents a reasonable amount of time prior to such proposed filing or use, as the case may be, and will not file or use any such document to which the Manager or counsel for the Underwriter shall reasonably object in writing.

(8) Section VII(e) is hereby amended by adding thereto at the end of subsection (e)(i) and (e)(ii) thereof immediately before the “;”: “enforceable against the Company in accordance with its terms”

(9) Section VII(e)(iii) is hereby amended by adding the following after the word “Company” as it first appears: “enforceable against the Company in accordance with its terms and”

(10) The first sentence of the first paragraph following Section VII(i) is hereby amended by adding the following after the word “Underwriter” as it first appears: “each officer and director of such Underwriter”.

(11) The third sentence of the third paragraph following Section VII(i) is hereby amended by adding the following immediately before the “.”: “(in addition to local counsel)”.

(12) The third to last paragraph following Section VII(i) is hereby amended by adding the following sentence at the end of such paragraph:

No indemnifying party may enter into a settlement without the consent of the indemnified party unless it provides for the full release of such indemnified party from any and all claims relating to the subject matter of this Underwriting Agreement.

(13) Section VIII is hereby amended by substituting the following in lieu of said Section in its entirety:

Any Underwriter may terminate this Agreement, by notice to the Company, at any time at or prior to the Closing Date, if (i) there has been, since the time of execution of this Agreement or since the respective dates as of which information is given in the Prospectus, any material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, or (ii) there has occurred after the time of execution of the Underwriting Agreement any outbreak of hostilities or escalation thereof or other calamity or crisis involving the United States, in each case the effect of which is such as to make it as of the time of such notice, in the reasonable judgment of such Underwriter, impracticable to market the Offered Securities of such Underwriter or to enforce contracts for the sale of such Offered Securities, or (iii) there has occurred after the time of execution of the Underwriting Agreement any material adverse change in the financial markets in the United States (or, in the international financial markets the effect of which on the financial markets in the United States shall be such), or any material adverse change in national political, financial or economic conditions in the United States (or the effect of international conditions on the financial markets in the United States shall be such), in each case the effect of which is such as to make it as of the time of such notice, in the reasonable judgment of such Underwriter, impracticable to market the Offered Securities of such Underwriter or to enforce contracts for the sale of such Offered Securities, or (iv) after the time of execution of the Underwriting Agreement, any downgrading in the rating of any debt securities of the Company by any “nationally recognized statistical rating organization” (as defined for purposes of Rule 436(g) under the Securities Act of 1933) has occurred, or any public

announcement that any such organization has under surveillance or review its rating of any debt securities of the Company (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating) has been made, or (v) after the time of execution of the Underwriting Agreement, trading in any securities of the Company has been suspended or materially limited by the Commission, the New York Stock Exchange or the American Stock Exchange (except for suspensions at the request of the Company preceding a public announcement the substance of which does not involve a material adverse change in, or any adverse development which materially affects, the business, properties, financial condition, results of operations or prospects of the Company and its subsidiaries taken as a whole, since the date of the Prospectus), or if trading generally on the New York Stock Exchange or the American Stock Exchange or in the Nasdaq National Market has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by either of said exchanges or by such system or by order of the Commission, the NASD or any other governmental authority, or (vi) after the time of execution of the Underwriting Agreement, a banking moratorium has been declared by either Federal or New York authorities, or (vii) after the time of execution of the Underwriting Agreement, there has occurred a material disruption in securities settlement or clearance services.

(14) Section X is hereby amended by inserting between the first and second paragraphs thereof the following two new paragraphs:

All statements, requests, notices and agreements hereunder shall be in writing or by telegram if promptly confirmed in writing, and if to any Underwriter shall be sufficient in all respects if delivered or sent by registered mail to the address of such Underwriter set forth in Exhibit E hereto; and if to the Company shall be sufficient in all respects if delivered or sent by registered mail to Gannett Co., Inc., 7950 Jones Branch Drive, McLean, Virginia 22107, Attention: Vice President and Treasurer with a copy to Gannett Co., Inc., 7950 Jones Branch Drive, McLean, Virginia 22107, Attention: Vice President, Associate General Counsel and Secretary.

This Agreement and the Underwriting Agreement shall be binding upon, and inure solely to the benefit of, the Underwriter, the Company and, to the extent provided in Section VII hereof, the officers and directors of the Company and each person who controls the Company or any Underwriter, and their respective heirs, executors, administrators, successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement or the Underwriting Agreement. No purchaser of any of the Offered Securities from any Underwriter shall be deemed a successor or assign by reason merely of such purchase.

Please confirm your agreement by having an authorized officer execute a copy of this Agreement in the space set forth below and delivering the executed copy to us.

Very truly yours,

BARCLAYS CAPITAL INC.

By /s/ PAMELA KENDALL
Name: Pamela Kendall
Title: Director

Accepted:

GANNETT CO., INC.

By /s/ GRACIA C. MARTORE
Name: Gracia C. Martore
Title: Senior Vice President
and Chief Financial Officer

Based upon and subject to the foregoing, and the other qualifications and limitations contained herein, we are of the opinion that:

(i) The Amended Indenture and the Fourth Supplemental Indenture have been duly and validly authorized, executed and delivered by the Company and are valid and binding agreements of the Company enforceable against the Company in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other similar laws of general application affecting creditors' rights generally, by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) or by an implied covenant of good faith and fair dealing; and the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended;

(ii) the Securities have been duly and validly authorized and executed and, when authenticated in accordance with the provisions of the Amended Indenture and delivered to and paid for by the Underwriters, will be valid and binding obligations of the Company enforceable in accordance with their terms and entitled to the benefits of the Amended Indenture, except as enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other similar laws relating to or affecting creditors' rights generally, by general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law) or by an implied covenant of good faith and fair dealing;

(iii) the Agreement has been duly authorized, executed and delivered by the Company;

(iv) the statements in the Prospectus under the captions "Description of the Notes," "U.S. Federal Income Taxation," "Description of Debt Securities," "Description of Warrants," and "Plan of Distribution," to the extent such statements constitute a summary of the documents referred to therein, fairly summarize, in all material respects, the documents referred to therein;

(v) the Registration Statement has been declared effective under the Securities Act and the Indenture has been qualified under the Trust Indenture Act and no stop order suspending the effectiveness of the Registration Statement has been issued and, to such counsel's knowledge, no proceeding for that purpose is pending or threatened by the Commission; and

(vi) The Registration Statement and the Prospectus (except for (1) the financial statements, notes thereto, and supporting schedules and other financial and accounting information and data included therein, as to which such counsel is not called upon to express an opinion and (2) the Incorporated Documents, as to which such counsel expresses no opinion) comply as to form in all material respects with the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder.

Based upon, subject to and limited by the limitations and qualifications set forth in the opinion letter, such counsel is of the opinion that each document filed pursuant to the Exchange Act incorporated by reference into the Registration Statement and the Prospectus (except for the financial statements and supporting schedules included therein, as to which such counsel expresses no opinion), at the time they were filed with the Securities and Exchange Commission (the "**Commission**"), complied as to form in all material respects with the requirements of the Exchange Act.

Such counsel confirms to the underwriter that, on the basis of the information such counsel gained in the course of performing the services referred to in the opinion letter, no facts have come to such counsel's attention that causes such counsel to believe that the Registration Statement, at the time of the filing of the Company's Annual Report on Form 10-K for the fiscal year ended December 26, 2004, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or that the Prospectus, as of June 13, 2005, or as of the date hereof, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that in making the foregoing statement, such counsel does not express any belief with respect to the financial statements and supporting schedules and other financial or accounting information and data contained or incorporated by reference in or omitted from the Registration Statement or the Prospectus.

Underwriter's Address:

Barclays Capital Inc.
Attn: Fixed Income Syndicate
200 Park Avenue
New York, New York 10166
fax: (212) 412-7305

Exhibit 4.1

FOURTH SUPPLEMENTAL INDENTURE

between

GANNETT CO., INC., Issuer

and

WELLS FARGO BANK, NATIONAL ASSOCIATION, Trustee

Dated as of June 16, 2005

FOURTH SUPPLEMENTAL INDENTURE (this "Fourth Supplemental Indenture"), dated as of June 16, 2005, between GANNETT CO., INC., a corporation duly organized and existing under the laws of the State of Delaware (the "Issuer"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee, a national banking association duly organized and existing under the laws of the United States of America ("Wells Fargo").

W I T N E S S E T H :

WHEREAS, certain capitalized terms used in this Fourth Supplemental Indenture which are not defined herein but are defined in the Indenture (as defined below) shall have the meaning ascribed to them in the Indenture;

WHEREAS, the Issuer and Citibank, N.A. ("Citibank") have executed and delivered heretofore an Indenture, dated as of March 1, 1983 (the "Indenture"), as amended and supplemented by a First Supplemental Indenture, dated as of November 5, 1986 (the "First Supplemental Indenture"), among the Issuer, Citibank and Sovran Bank, N.A. (now known as Bank of America, N.A.), a Second Supplemental Indenture dated as of July 1, 1995 (the "Second Supplemental Indenture"), among the Issuer, NationsBank, N.A. (now known as Bank of America, N.A.) and Crestar Bank ("Crestar") (now known as SunTrust Bank), and a Third Supplemental Indenture dated as of March 14, 2002 (the "Third Supplemental Indenture"), among the Issuer, and Wells Fargo Bank Minnesota, N.A. (now known as Wells Fargo Bank, N.A.), pursuant to which the Issuer has issued and may issue, from time to time, one or more series of debt securities. (The term "Indenture" as used hereinafter refers to the Indenture as amended and supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, and the Third Supplemental Indenture);

WHEREAS, the Issuer shall issue a new series of debt securities of $500,000,000 aggregate principal amount of 4.125% Notes due June 15, 2008 (the "Notes").

WHEREAS, in accordance with Section 6.14 of the Indenture, the Issuer has appointed Wells Fargo as trustee under the Indenture with respect to all such Notes issued pursuant to the Indenture;

WHEREAS, in accordance with Section 6.14 of the Indenture, Wells Fargo has accepted such appointment by the Issuer;

WHEREAS, pursuant to Section 8.4 of the Indenture, the Issuer has furnished Wells Fargo with an Opinion of Counsel and an Officer's Certificate as conclusive evidence that this Fourth Supplemental Indenture complies with the applicable provisions of the Indenture; and

WHEREAS, all things necessary to make this Fourth Supplemental Indenture a valid agreement of the Issuer and Wells Fargo have been done;

NOW THEREFORE, for and in consideration of the premises, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Notes as follows:

SECTION 1. CONFIRMATION OF APPOINTMENT.

(a) The Issuer hereby confirms the appointment, pursuant to Section 6.14 of the Indenture, of Wells Fargo as trustee under the Indenture with respect to the Issuer's $500,000,000 aggregate principal amount of 4.125% Notes due June 15, 2008.

(b) Wells Fargo hereby confirms its acceptance, pursuant to Section 6.14 of the Indenture, as trustee under the Indenture with respect to each of the Issuer's $500,000,000 aggregate principal amount of 4.125% Notes due June 15, 2008.

SECTION 2. CONFIRMATION OF RIGHTS, POWERS, TRUSTS AND DUTIES.

The Issuer and Wells Fargo hereby confirm that:

(a) Wells Fargo Bank, N.A. (successor to Wells Fargo Bank Minnesota, N.A.) is vested with all rights, powers, trusts and duties of a Trustee under the Indenture with respect to each of the Issuer's $700,000,000 aggregate principal amount of 5.500% Notes due April 1, 2007 and $500,000,000 aggregate principal amount of 6.375% Notes due April 1, 2012.

(b) Wells Fargo is vested with all rights, powers, trusts and duties of a Trustee under the Indenture with respect to the Issuer's $500,000,000 aggregate principal amount of 4.125% Notes due June 15, 2008.

SECTION 3. NO UNDERTAKINGS OR REPRESENTATIONS.

Wells Fargo makes no undertakings or representations in respect of, and shall not be responsible in any manner whatsoever for and in respect of the validity or sufficiency of this Fourth Supplemental Indenture as an obligation of the Issuer or the proper authorization or the due execution hereof by the Issuer or for or in respect of the recitals and statements contained herein, all of which recitals and statements are made solely by the Issuer.

SECTION 4. CONFIRMATION OF INDENTURE.

Except as expressly supplemented hereby, the Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Indenture is in all respects hereby ratified and confirmed. This Fourth Supplemental Indenture and all its provisions shall be deemed a part of the Indenture in the manner and to the extent herein and therein provided.

SECTION 5. GOVERNING LAW.

This Fourth Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. COUNTERPARTS.

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

SECTION 7. HEADINGS.

The headings contained herein are inserted for convenience only and shall not be used to construe or otherwise interpret the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Supplemental Indenture to be duly executed, and the Issuer has caused its corporate seal to be hereunto affixed and attested, all as of the date first above written.

GANNETT CO., INC.

By: _____
Name: Gracia C. Martore
Title: Senior Vice President and Chief Financial Officer

[CORPORATE SEAL]

Attest:

By: _____
Name: Todd A. Mayman
Title: Vice President, Associate General Counsel and Secretary

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By: _____
Name: Curtis H. Clicquennoi
Title: Vice President

Exhibit 4.2

REGISTERED $500,000,000.00

R-1 CUSIP 364725AD3

GANNETT CO., INC.

4.125% Note Due 2008

GANNETT CO., INC., a corporation duly organized and existing under the laws of the State of Delaware (herein called the "Company"), for value received, hereby promises to pay to CEDE & CO. or registered assigns, at the office or agency of the Company in the Borough of Manhattan, The City of New York, the principal sum of FIVE HUNDRED MILLION DOLLARS ($500,000,000) on June 15, 2008, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest, semi-annually on June 15 and December 15 of each year, commencing December 15, 2005, on said principal sum at said office or agency, in like coin or currency, at the rate per annum specified in the title of this Note from the date hereof until payment of said principal sum has been made or duly provided for; provided that payment of interest may be made at the option of the Company by check mailed to the address of the person entitled thereto as such address shall appear on the Security Register. The interest so payable on any June 15 or December 15 will be paid to the person in whose name this Note is registered at the close of business on the June 1 or December 1, as the case may be, next preceding such June 15 or December 15.

Reference is made to the further provisions of this Note set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee under the Indenture referred to on the reverse hereof.

WITNESS the original or facsimile seal of the Company and the original or facsimile signatures of its duly authorized officers.

Dated: June 16, 2005

GANNETT CO., INC.

By: _____
Gracia C. Martore
Senior Vice President and
Chief Financial Officer

[Corporate Seal]

Attest: _____
Todd A. Mayman, Vice President,
Associate General Counsel and Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein and referred to in the within-mentioned Indenture.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

[REVERSE OF NOTE]

GANNETT CO., INC.

4.125% Note Due 2008

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED OFFICER OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO OTHER ENTITY, AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

This Note is one of a duly authorized issue of debentures, notes, bonds or other evidences of indebtedness of the Company (hereinafter called the "Securities") of the series hereinafter specified, all issued or to be issued under and pursuant to an indenture dated as of March 1, 1983 (herein called the "Indenture"), as amended, duly executed and delivered by the Company to Citibank, N.A., as trustee. The Indenture, as amended, provides that the Company will appoint a trustee under the Indenture with respect to each new series of securities issued under the Indenture. The appointed trustee will serve with respect to only that series, unless the Company specifically appoints them to serve as trustee with respect to any preceding or succeeding series of securities. The Company has appointed Wells Fargo Bank, National Association to serve as trustee (the "Trustee") with respect to the Securities. Reference is hereby made to the Indenture and all indentures supplemental thereto for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders of the Securities. The Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest, if any, at different rates, may be subject to different redemption provisions (if any), may be subject to different sinking or analogous funds (if any) and may otherwise vary as in the Indenture provided. This Note is designated as the 4.125% Notes Due 2008 (the "Notes") of the Company, limited in the initial aggregate principal amount to $500,000,000, except as otherwise provided in the Indenture. The Company may, without the consent of the holders of the Notes, create and issue additional notes ranking equally with the Notes and otherwise similar in all respects, except for the issue price and issue date, so that such further notes shall be consolidated and form a single series with the Notes; provided that no additional notes be issued if an Event of Default has occurred with respect to the Notes. These Notes may not be redeemed prior to maturity. No sinking or purchase fund is provided for the Notes.

In case an Event of Default with respect to the Notes, as defined in the Indenture, shall have occurred and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable, in the manner, with the effect and subject to the conditions provided in the Indenture.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the Holders of not less than a majority in aggregate principal amount of the Securities at the time Outstanding (as defined in the Indenture) of all series affected by such supplemental indenture (voting as one class), evidenced as in the Indenture provided, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or of any supplemental indenture or modifying in any manner the rights of the Holders of the Securities of each such series to be affected; provided that no such supplemental indenture shall (a) extend the final maturity of any Security, or reduce the principal amount thereof or any premium thereon, or reduce the rate or extend the time of payment of any interest thereon, or reduce any amount payable on redemption thereof or impair or affect the rights of any Holder to institute suit for the payment thereof, without the consent of the Holder of each Security so affected, or (b) reduce the aforesaid percentage of Securities, the Holders of which are required to consent to any such supplemental indenture, without the consent of the Holder of each Security affected.

It is also provided in the Indenture that, with respect to certain defaults or Events of Default regarding the Securities of any series, prior to any declaration accelerating the maturity of such Securities, the Holders of a majority in aggregate principal amount Outstanding of the Securities of such series (or, in the case of certain defaults or Events of Default, all the affected series or all the Securities, as the case may be) may on behalf of the Holders of all the Securities of such series (or all the affected series or all the Securities, as the case may be) waive any such past default or Event of Default and its consequences. The preceding sentence shall not, however, apply to a default in the payment of the principal of, premium, if any, or interest on any of the Securities. Any such consent or waiver by the Holder of this Note (unless revoked as provided in the Indenture) shall be conclusive and binding upon such Holder and upon all future Holders and owners of this Note and any Notes which may be issued in exchange or substitution herefor, irrespective of whether or not any notation thereof is made upon this Note or such other Notes.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Note at the place, at the respective times, at the rate and in the coin or currency herein prescribed.

So long as this Note is registered in the name of the Depository Trust Company (“DTC”) or its nominee (in such registered form, a “global security”), ownership of beneficial interests by participants herein will be shown on, and the transfer of that ownership interest will be effected only through records maintained by DTC or its nominee therefor. Owners of beneficial interests herein will not be entitled to have this Note, when represented by a global security registered in their names, will not receive or be entitled to receive physical delivery of Notes in definitive form and will not be considered the owners or holder thereof. A global security may not be transferred except as a whole by DTC to a nominee of DTC or by a nominee of DTC to DTC or another nominee of DTC or by DTC or any such nominee to a successor of or a nominee of such successor. If DTC is at any time unwilling or unable to continue as depositary and a successor depositary is not appointed by the Company within 90 days, Notes will be issued in definitive

registered form in exchange for the global security representing such Notes. The Company may at any time and in its sole discretion determine not to have any Notes represented by one or more global securities and, in such event, will issue Notes in definitive form in exchange for all of the global securities representing such Notes.

The Notes issued in definitive form are issuable in registered form without coupons in denominations of $1,000 and any multiple of $1,000 and are exchangeable at the office or agency of the Company in the Borough of Manhattan, The City of New York, and in the manner and subject to the limitations provided in the Indenture, but without the payment of any service charge, Notes may be exchanged for a like aggregate principal amount of Notes of other authorized denominations.

Upon due presentment for registration of transfer of a Note in definitive form at the office or agency of the Company in the Borough of Manhattan, The City of New York, a new Note or Notes of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange herefor, subject to the limitations provided in the Indenture, without charge except for any tax or other governmental charge imposed in connection therewith.

The Company, the Trustee and any authorized agent of the Company or the Trustee may deem and treat the registered Holder hereof as the absolute owner of this Note (whether or not this Note shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and subject to the provisions on the face hereof, interest hereon, and for all other purposes, and neither the Company nor the Trustee nor any authorized agent of the Company or the Trustee shall be affected by any notice to the contrary.

No recourse under or upon any obligation, covenant or agreement of the Company in the Indenture or any indenture supplemental thereto or in any Note, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, officer or director, as such, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance hereof and as part of the consideration for the issue hereof.

Terms used herein which are defined in the Indenture shall have the respective meanings assigned thereto in the Indenture.

Exhibit 5.1

Gannett Co., Inc. Letterhead

June 15, 2005

Gannett Co., Inc.
7950 Jones Branch Drive
McLean, Virginia 22107

Ladies and Gentlemen:

As General Counsel of Gannett Co., Inc., a Delaware corporation (the "Company"), I have acted as counsel for the Company in connection with a shelf Registration Statement on Form S-3 (the "Registration Statement") filed on April 3, 2002 with the Securities and Exchange Commission, and declared effective on April 10, 2002 (Registration No. 333-85430), in connection with the issuance, from time to time, of up to $2,500,000,000 aggregate principal amount of debt securities ("Debt Securities") and warrants to purchase debt securities ("Warrants") of the Company. The Company's 4.125% notes due 2008 in the aggregate principal amount of $500,000,000 (the "Notes") are Debt Securities which will be issued and sold under the Registration Statement. The Notes will be issued pursuant to an indenture dated as of March 1, 1983 between the Company and Citibank, N.A., as amended and supplemented by a First Supplemental Indenture, dated as of November 5, 1986, among the Company, Citibank, N.A. and Sovran Bank, N.A., a Second Supplemental Indenture, dated as of June 1, 1995, among the Company, Nationsbank, N.A. and Crestar Bank, a Third Supplemental Indenture, dated as of March 14, 2002, between the Company and Wells Fargo Bank, National Association (the "Trustee"), and a Fourth Supplemental Indenture, to be dated as of June 16, 2005 between the Company and the Trustee (as so amended and supplemented, the "Indenture").

As counsel to the Company, I have examined originals or copies certified, or otherwise identified to my satisfaction, of such documents, corporate records and instruments as I have deemed necessary or advisable for the purpose of this opinion. In my examination of the aforesaid documents, I have assumed the genuineness of all signatures, the legal capacity of all natural persons, the accuracy and completeness of all documents submitted to me, the authenticity of all original documents, and the conformity to authentic original documents of all documents submitted to me as copies (including telecopies). This opinion letter is given, and all statements herein are made, in the context of the foregoing.

This opinion letter is based as to matters of law solely on (i) the Delaware General Corporation Law, as amended, and (ii) the laws of the State of New York. I express no opinion herein as to any other laws, statutes, ordinances, rules or regulations. As used herein, the terms "Delaware General Corporation Law, as amended" and "the laws of the State of New York" include the statutory provisions contained therein, all applicable provisions of the Delaware and New York Constitutions and reported judicial decisions interpreting these laws.

For the purposes of this opinion letter, I have assumed that (i) the Trustee has all requisite power and authority under all applicable laws, regulations and governing documents to execute, deliver and perform its obligations under the Indenture and has complied with all legal requirements pertaining to its status as such status relates to the Trustee's right to enforce the Indenture against the Company, (ii) the Trustee has duly authorized, executed and delivered the Indenture, (iii) the Trustee is validly existing and in good standing in all necessary jurisdictions, (iv) the Indenture constitutes a valid and binding obligation, enforceable against the Trustee in accordance with its terms, (v) there has been no mutual mistake of fact or misunderstanding or fraud, duress or undue influence in connection with the negotiation, execution or delivery of the Indenture, and the conduct of the Trustee has complied with any requirements of good faith, fair dealing and conscionability, and (vi) there are and have been no agreements or understandings among the parties, written or oral, and there is and has been no usage of trade or course of prior dealing among the parties that would, in either case, define, supplement or qualify the terms of the Indenture. I also have assumed the validity and constitutionality of each relevant statute, rule, regulation and agency action covered by this opinion letter.

Based upon the foregoing, I am of the opinion that the Notes have been duly authorized on behalf of the Company and that, following (i) receipt by the Company of the consideration specified in the resolutions of the Company's board of directors and executive committee thereof authorizing the issuance and sale of the Notes and the Agreement and (ii) the due execution, authentication, issuance and delivery of the Notes pursuant to the terms of the Indenture, the Notes will constitute valid and binding obligations of the Company.

In addition to the qualifications, exceptions and limitations elsewhere set forth in this opinion letter, the opinions expressed above are also subject to the effect of: (a) bankruptcy, insolvency, reorganization, receivership, moratorium and other laws affecting creditors' rights (including, without limitation, the effect of statutory and other law regarding fraudulent conveyances, fraudulent transfers and preferential transfers), and (b) the exercise of judicial discretion and the application of principles of equity, good faith, fair dealing, reasonableness, conscionability and materiality (regardless of whether the applicable agreements are considered in a proceeding in equity or at law).

I hereby consent to the filing of this opinion as an exhibit to the Company's Current Report on Form 8-K dated June 13, 2005, which is incorporated by reference into the Registration Statement and to being named under the caption "Legal Opinions" in the prospectus included in the Registration Statement and under the caption "Legal Matters" in the prospectus supplement with respect to the matters stated herein. In giving such consent, I do not admit that I am an "expert" within the meaning of the Act.

This opinion is intended solely for your benefit in connection with the transaction described above and, except as provided in the immediately preceding paragraph, may not be otherwise communicated to, reproduced, filed publicly or relied upon by, any other person or entity for any other purpose without my express prior written consent. This opinion is limited to the matters stated herein, and no opinion or belief is implied or may be inferred beyond the matters expressly stated herein.

Very truly yours,

/s/ Thomas L. Chapple

Thomas L. Chapple
Senior Vice President, Chief Administrative Officer and General Counsel

Exhibit 12

Computation of Ratios of Earnings to Fixed Charges

	Dollars in thousands					
		Fiscal Years Ended				
	Quarter Ended 3/27/05	12/26/04	12/28/03	12/29/02	12/30/01	12/31/00
Earnings Available for Fixed Charges:						
Income from continuing operations before income taxes	$ 409,023	$ 2,015,364	$ 1,861,337	$ 1,765,751	$ 1,413,444	$ 1,652,026
Add: fixed charges	50,720	165,180	161,518	167,010	250,103	251,105
Add: amortization of capitalized interest	545	2,012	2,006	1,962	1,715	1,800
Add: distributed income of equity investees	4,554	12,259	14,016	13,500	17,516	7,832
Less: interest capitalized	(683)	(4,802)	(3,355)	(2,074)	(8,550)	(11,167)
Adjusted Earnings	$ 464,159	$ 2,190,013	$ 2,035,522	$ 1,946,149	$ 1,674,228	$ 1,901,596
Fixed Charges:						
Interest on indebtedness, excluding capitalized interest	$ 44,938	$ 140,647	$ 139,271	$ 146,359	$ 221,854	$ 219,228
Capitalized interest	683	4,802	3,355	2,074	8,550	11,167
Portion of rents representative of interest factor	5,099	19,731	18,892	18,577	19,699	20,710
Fixed Charges	$ 50,720	$ 165,180	$ 161,518	$ 167,010	$ 250,103	$ 251,105
Ratio of Earnings to Fixed Charges	**9.2**	**13.3**	**12.6**	**11.7**	**6.7**	**7.6**