

The Wright-Smithsonian Contract

Critics of the National Air and Space Museum's attitude toward claims for individuals said to have flown before the Wright brothers often point to a 1948 agreement between the Smithsonian and the Estate of Orville Wright. Invariably referred to as "the contract," this agreement was the result of a long feud between Mr. Orville Wright and Smithsonian leaders. The problem began in 1914, when officials of the Institution began to claim that the 1903 Langley Aerodrome, a flying machine developed by S.P. Langley, third Secretary of the Smithsonian, had been "capable of flight" before the Wright brothers first powered, controlled flight on December 17, 1903. The Aerodrome had twice crashed into the Potomac River when tested in October and December, 1903. In 1914, Glenn Hammond Curtiss, an aircraft builder who was locked in a patent suit with the Wrights, borrowed the wreckage of the Langley craft from the Smithsonian, rebuilt and radically altered it and made some flights from Lake Keuka, Hammondsport, NY. On the basis of those trials with the much altered machine, Smithsonian officials falsely claimed that the 1903 original had been "capable of flight."

Orville Wright was understandably upset. In 1928, after repeated attempts to persuade Smithsonian Secretary Charles Walcott to admit that the 1914 test flights had not demonstrated that the 1903 Langley original could have flown, Mr. Wright sent the world's first airplane into exile to be displayed at London's Science Museum. In 1942, a new Secretary, Charles Abbot, published an article agreeing with Orville Wright's position. As a result, Mr. Wright agreed that the 1903 Wright Flyer should come to the Smithsonian. As a result of the dangers of wartime travel and the request of the Science Museum to keep the 1903 Flyer long enough to create a reproduction for display, the return of the aircraft was delayed until after Mr. Wright's death early in 1948. At that point, the executors of Orville Wright's estate insisted on a few conditions to insure that the old feud would not be reopened in the future. They stipulated the text of the label that would appear with the Flyer, insisted that it remain with the Smithsonian and not be loaned, and, finally, decided that the historic machine would come to the Institution, not as a donation, but as the result of a contract in which Smithsonian leaders would pay one dollar, to guarantee a valid contract, and agree to one more specific condition:

"Neither the Smithsonian Institution nor its successors, nor any museum or other agency, bureau or facilities administered for the United States of America by the Smithsonian Institution or its successors shall publish or permit to be displayed a statement or label in connection with or in respect of any aircraft model or design of earlier date than the Wright Aeroplane of 1903, claiming in effect that such aircraft was capable of carrying a man under its own power in controlled flight. Failure to observe this condition. Failure to observe this condition by the Smithsonian will result in a return of the "Flyer" to the vendors, according to paragraph four of the contract."

The contract remains in force today, a healthy reminder of a less than exemplary moment in Smithsonian history. Over the years individuals who argue for other claimants to the honor of having made the first flight have claimed that the contract is secret. It is not. I have sent many copies upon request. Critics have also charged that no Smithsonian staff member would ever be willing to entertain such a possibility and risk losing a national treasure. I can only hope that, should persuasive evidence for a prior flight be presented, my colleagues and I would have the courage and the honesty to admit the new evidence and risk the loss of the Wright Flyer.