SECOND QUARTER 1996

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

Quarterly Report Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934
for the Quarterly Period Ended June 30, 1996

Commission File Number 1-9608

NEWELL CO.

(Exact name of registrant as specified in its charter)

DELAWARE	36-3514169
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

Newell Center
29 East Stephenson Street
Freeport, Illinois 61032-0943
(Address of principal executive offices)
(Zip Code)

(815)235-4171
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months, and (2) has been subject to such filing requirements for the past 90 days.

Yes __X__ No _____

Number of shares of Common Stock outstanding as of June 22, 1996: 158,783,882

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

NEWELL CO. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME

	Three Months Ended June 30,		Six Months Ended June 30,	
	1996	1995	1996	1995
	(In thousands, except per share data)			
Net sales	$ 735,168	$ 621,331	$1,353,325	$1,177,910
Cost of products sold	499,282	431,881	936,189	821,645
GROSS INCOME	235,886	189,450	417,136	356,265
Selling, general and administrative expenses	107,437	88,371	219,191	181,791
OPERATING INCOME	128,449	101,079	197,945	174,474

Nonoperating expenses (income):				
Interest expense	14,476	12,387	28,918	24,225
Other	1,067	(2,851)	805	(1,459)
Net nonoperating expenses (income)	15,543	9,536	29,723	22,766
INCOME BEFORE INCOME TAXES	112,906	91,543	168,222	151,708
Income taxes	45,213	36,617	67,339	60,683
NET INCOME	$ 67,693	$ 54,926	$ 100,883	$ 91,025
Earnings per share	$ 0.43	$ 0.35	$ 0.64	$ 0.58
Dividends per share	$ 0.14	$ 0.12	$ 0.28	$ 0.22
Weighted average shares	158,750	158,020	158,713	157,962

See notes to consolidated financial statements.

NEWELL CO. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

	June 30, 1996	December 31, 1995
	Unaudited	
	(In thousands)	
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 45,490	$ 58,771
Accounts receivable, net	460,935	390,296
Inventories	541,632	509,245
Deferred income taxes	80,390	107,499
Prepaid expenses and other	81,431	67,063
TOTAL CURRENT ASSETS	1,209,878	1,132,874
MARKETABLE EQUITY SECURITIES	58,413	53,309
OTHER LONG-TERM INVESTMENTS	206,128	203,857
OTHER ASSETS	119,990	122,702
PROPERTY, PLANT AND EQUIPMENT, NET	550,109	530,285
TRADE NAMES AND GOODWILL	892,732	888,215
TOTAL ASSETS	$3,037,250	$2,931,242

See notes to consolidated financial statements.

NEWELL CO. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS (CONT.)

	June 30, 1996	December 31, 1995
	Unaudited	
	(In thousands)	
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Notes payable	$ 88,332	$ 104,017
Accounts payable	122,833	113,927
Accrued compensation	53,942	73,057
Other accrued liabilities	314,827	317,184
Income taxes	16,226	13,043
Current portion of long-term debt	47,235	59,031
TOTAL CURRENT LIABILITIES	643,395	680,259
LONG-TERM DEBT	849,560	761,578
OTHER NONCURRENT LIABILITIES	159,755	158,321
DEFERRED INCOME TAXES	30,242	30,987
STOCKHOLDERS' EQUITY		
Common stock issued at $1 par value	158,781	158,626
Additional paid-in capital	193,359	190,860
Retained earnings	995,013	938,567
Net unrealized gain on securities available for sale	18,974	15,912
Cumulative translation adjustment	(11,829)	(3,868)
TOTAL STOCKHOLDERS' EQUITY	1,354,298	1,300,097
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$3,037,250	$2,931,242

See notes to consolidated financial statements.

NEWELL CO. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

	For the Six Months Ended June 30, 1996	For the Six Months Ended June 30, 1995
	Unaudited (In thousands)	
OPERATING ACTIVITIES:		
Net Income	$ 100,883	$ 91,025
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation and amortization	58,392	48,710
Deferred income taxes	35,947	(14,991)
Net gain on marketable equity securities	-	(15,819)
Write-off of investments	1,339	16,000
Other	(3,609)	(3,567)
Changes in Current Accounts:		
Accounts receivable	(56,403)	(65,698)
Inventories	(3,207)	(49,958)
Other current assets	1,141	34,240
Accounts payable	(1,026)	(2,640)
Accrued liabilities and other	(46,049)	(12,851)
NET CASH PROVIDED BY OPERATING ACTIVITIES	87,408	24,451
INVESTING ACTIVITIES:		
Acquisitions, net	(35,419)	(41,742)
Expenditures for property, plant and equipment	(29,332)	(41,309)
Sale of marketable equity securities	-	37,324
Disposal of noncurrent assets and other	(9,526)	3,380
NET CASH USED IN INVESTING ACTIVITIES	(74,277)	(42,347)
FINANCING ACTIVITIES:		
Proceeds from issuance of debt	129,850	62,580
Proceeds from exercised stock options and other	2,654	3,429
Payments on notes payable and long-term debt	(114,479)	(15,278)
Cash dividends	(44,437)	(34,745)
NET CASH USED IN FINANCING ACTIVITIES	(26,412)	15,986
DECREASE IN CASH AND CASH EQUIVALENTS	(13,281)	(1,910)
Cash and cash equivalents at beginning of year	58,771	14,892
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 45,490	$ 12,982
Supplemental cash flow disclosures:		
Cash paid during the year for -		
Interest	$ 25,380	$ 25,473
Income taxes	40,216	36,955

See notes to consolidated financial statements.

NEWELL CO. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1 - The condensed financial statements included herein have been prepared by the Company, without audit, pursuant to the rules and regulations of the Securities and Exchange Commission, and reflect all adjustments necessary to present a fair statement of the results for the periods reported, subject to normal recurring year-end audit adjustments, none of which is material. Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted pursuant to such rules and regulations, although the Company believes that the disclosures are adequate to make the information presented not misleading. It is suggested that these condensed financial statements be read in conjunction with the financial statements and the notes thereto included in the Company's latest Annual Report on Form 10-K.

Note 2 - On September 29, 1995, the Company acquired Decorel Incorporated ("Decorel"), a manufacturer and marketer of ready-made picture frames. On November 2, 1995, the Company acquired Berol Corporation ("Berol"), a designer, manufacturer and marketer of markers and writing instruments. For these 1995 acquisitions, the Company paid $152.7 million in cash and assumed $102.2 million of debt. On January 22, 1996, the Company acquired The Holson Burnes Group, Inc. ("Holson Burnes"), a manufacturer and marketer of photo albums and picture frames. The Company paid $35.4 million in cash and assumed $44.4 million of debt. These transactions were accounted for as purchases; therefore results of operations are included in the accompanying consolidated financial statements since their dates of acquisition. The acquisition costs were allocated on a preliminary basis to the fair market value of the assets acquired and liabilities assumed and resulted in goodwill of approximately $128.1 million. The total adjustments to the purchase price allocations are not expected to be material to the financial statements.

The unaudited consolidated results of operations for the six months ended June 30, 1996 and 1995 on a pro forma basis, as though Decorel, Berol and Holson Burnes had been acquired on January 1, 1995, are as follows:

	1996	1995
	(In millions, except per share data)	
Net sales	$1,357.8	$1,381.5
Net income	99.1	86.2
Earnings per share	0.62	0.55

Note 3 - The components of inventories at the end of each period, net of the LIFO reserve, were as follows:

	June 30, 1996	December 31, 1995
	(In millions)	
Materials and supplies	$136.3	$147.7
Work in process	82.8	87.5
Finished products	322.5	274.0
	$541.6	$509.2

Note 4 - Long-term marketable equity securities at the end of each period are summarized as follows:

	June 30, 1996	December 31, 1995
	(In millions)	
Aggregate market value	$ 58.4	$ 53.3
Aggregate cost	26.8	26.8
Unrealized gain	$ 31.6	$ 26.5

Long-term marketable equity securities are carried at fair value with adjustments for fair value reported separately as a component of stockholders' equity and are excluded from earnings.

Note 5 - Property, plant and equipment at the end of each period consisted of the following:

	June 30, 1996	December 31, 1995
	(In millions)	
Land	$ 21.2	$ 16.2
Buildings and improvements	203.2	194.8
Machinery and equipment	642.3	620.2
	866.7	831.2
Allowance for depreciation	(316.6)	(300.9)
	$ 550.1	$ 530.3

Note 6 - Long-term debt at the end of each period consisted of the following:

	June 30, 1996	December 31, 1995
	(In millions)	
Medium-term notes	$295.0	$345.0
Commercial paper	578.5	448.6
Other long-term debt	23.3	27.0
	896.8	820.6
Current portion	(47.2)	(59.0)
	$849.6	$761.6

Commercial paper in the amount of $578.5 million is classified as long-term since it is supported by the revolving credit agreement discussed in the liquidity and capital resources section on page 14.

Note 7 - In 1995, the Financial Accounting Standards Board ("FASB") issued SFAS No. 121, "Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to be Disposed of." This statement was adopted by the Company on January 1, 1996. The impact of adopting this statement was not material to the consolidated financial statements.

Also, in 1995, the FASB issued SFAS No. 123, "Accounting for Stock Based Compensation." The Company adopted this statement effective January 1, 1996 and will provide additional disclosures in the footnotes to the annual consolidated financial statements.

PART I. Item 2.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS AND FINANCIAL CONDITION

Results of Operations

The following table sets forth for the periods indicated the items from the Consolidated Statements of Income as a percentage of net sales.

	Three Months Ended June 30,		Six Months Ended June 30,	
	1996	1995	1996	1995
Net sales	100.0%	100.0%	100.0%	100.0%
Cost of products sold	67.9	69.5	69.2	69.8
GROSS INCOME	32.1	30.5	30.8	30.2
Selling, general and administrative expenses	14.6	14.2	16.2	15.4
OPERATING INCOME	17.5	16.3	14.6	14.8
Nonoperating expenses (income):				
Interest expense	2.0	2.0	2.1	2.0
Other	0.1	(0.4)	0.1	(0.1)
Net nonoperating expenses (income)	2.1	1.6	2.2	1.9
INCOME BEFORE INCOME TAXES	15.4	14.7	12.4	12.9
Income taxes	6.2	5.9	4.9	5.2
NET INCOME	9.2%	8.8%	7.5%	7.7%

Three Months Ended June 30, 1996 vs. Three Months Ended June 30, 1995

Net sales for the second quarter of 1996 were $735.1 million, representing an increase of $113.8 million or 18.3% from $621.3 million in the first quarter of 1995. The overall increase in net sales was primarily attributable to contributions from Decorel (acquired September 1995), Berol (acquired November 1995), Holson Burnes (acquired January 1996) and internal growth of 4%. Internal growth is defined as growth from continuing businesses owned more than two years, including minor acquisitions ("core businesses"). Net sales for each of the Company's product groups were as follows (in millions):

	1996	1995	% Change	Primary Reasons for Change
	(In millions)			
Office Products	$224.4	$165.7	35.4%	Berol acquisition
Home Furnishings	218.7	168.9	29.5%	Decorel and Holson Burnes acquisitions and 6% internal growth
Housewares	190.0	192.3	(1.2%)	Weak European retail conditions
Hardware & Tools	102.0	94.4	8.1%	Internal growth
	$735.1	$621.3	18.3%	

Gross income in the second quarter of 1996 was 32.1% of net sales or $235.8 million versus 30.5% or $189.5 million in the second quarter of 1995. Gross margins improved primarily as a result of increases in gross margins at several of the core businesses and at Eberhard Faber (acquired October 1994).

Selling, general and administrative expenses ("SG&A") in the second quarter of 1996 were 14.6% of net sales or $107.4 million versus 14.2% or $88.4 million in the second quarter of 1995. The increase as a percentage of sales is primarily due to the SG&A levels at Decorel and Holson Burnes.

Operating income in the second quarter of 1996 was 17.5% of net sales or $128.4 million versus 16.3% or $101.1 million in the second quarter of 1995. The increased operating margin was primarily attributable to the same factors that affected gross margins.

Net nonoperating expenses in the second quarter of 1996 were 2.1% of net sales or $15.5 million versus 1.6% or $9.6 million in the second quarter of 1995 and are summarized as follows (in millions):

	1996	1995	$ Change
		(In millions)	
Interest expense (1)	$ 14.5	$ 12.4	$ 2.1
Interest income	(1.2)	(0.6)	(0.6)
Goodwill amortization	5.7	4.3	1.4
Dividend income	(3.3)	(3.2)	(0.1)
Equity earnings in American Tool Companies, Inc. (2)	(1.6)	(1.5)	(0.1)
Sale of marketable equity securities(3)	-	(15.8)	15.8
Intangible asset write-off (4)	1.3	13.8	(12.5)
Other	0.1	0.2	(0.1)
	$ 15.5	$ 9.6	$ 5.9

(1) The increase in interest expense was due to additional borrowings for the 1995 and 1996 acquisitions.
(2) The Company has a 49% ownership interest.
(3) The change was due to a $15.8 million gain recognized on the sale of a long-term marketable equity security in 1995.
(4) The decrease was due primarily to a $16.0 million write-down in carrying value of a long-term foreign investment in 1995.

The effective tax rate was 40% in both 1995 and 1996.

Net income for the second quarter of 1996 was $67.7 million, representing an increase of $12.8 million or 23.2% from the second quarter of 1995. Earnings per share for the second quarter of 1996 were up 22.9% or $0.43 versus $0.35 in the second quarter of 1995. The increases in net income and earnings per share were primarily attributable to contributions from Berol and Eberhard Faber (net of associated interest expense and goodwill amortization) and an improvement in operating margins at several of the core businesses.

Six Months Ended June 30, 1996 vs. Six Months Ended June 30, 1995

Net sales for the first six months of 1996 were $1,353.3 million, representing an increase of $175.4 million or 14.9% from $1,177.9 million in the first six months of 1995. The overall increase in net sales was primarily attributable to contributions from Decorel, Berol, Holson Burnes and internal growth of 2%. Net sales for each of the Company s product groups were as follows (in millions):

	1996	1995	% Change	Primary Reasons for Change
	(In millions)			
Office Products	$370.1	$295.3	25.3%	Berol acquisition, offset partially by internal sales declines of 5%
Home Furnishings	422.1	334.8	26.1%	Decorel and Holson Burnes acquisitions and 4% internal growth
Housewares	366.0	368.2	(0.6%)	Weak European retail conditions
Hardware & Tools	195.1	179.6	8.6%	Internal growth
	$1,353.3	1,177.9	14.9%	

Gross income in the first six months of 1996 was 30.8% of net sales or $417.1 million versus 30.2% or $356.3 million in the first six months of 1995. Gross margins improved primarily as a result of an increase in gross margins at Eberhard Faber.

Selling, general and administrative expenses in the first six months of 1996 were 16.2% of net sales or $219.2 million versus 15.4% or $181.8 million in the first six months of 1995. The increase as a percentage of sales is primarily due to the SG&A levels at Decorel, Berol and Holson Burnes.

Operating income in the first six months of 1996 was 14.6% of net sales or $197.9 million versus 14.8% or $174.5 million in the first six months of 1995. The slight decline in operating margins was primarily attributable to the SG&A levels at Decorel and Holson Burnes, offset partially by increased gross margins at Eberhard Faber.

Net nonoperating expenses in the first six months of 1996 were 2.2% of net sales or $29.7 million versus 1.9% or $22.8 million in the first six months of 1995 and are summarized as follows (in millions):

	1996	1995	$ Change
		(In millions)	
Interest expense (1)	$ 28.9	$ 24.2	$ 4.7
Interest income	(2.1)	(0.9)	(1.2)
Goodwill amortization	11.5	9.1	2.4
Dividend income	(6.3)	(6.4)	0.1
Equity earnings in American Tool Companies, Inc. (2)	(3.7)	(3.6)	(0.1)
Sale of marketable equity securities (3)	-	(15.8)	15.8
Intangible asset write-off (4)	1.3	16.0	(14.7)
Other	0.1	0.2	(0.1)
	$29.7	$22.8	$ 6.9

(1) The increase in interest expense was due to additional borrowings for the 1995 and 1996 acquisitions.
(2) The Company has a 49% ownership interest.
(3) The change was due to a $15.8 million gain recognized on the sale of a long-term marketable equity security in 1995.
(4) The decrease was due primarily to a $16.0 million write-down in carrying value of a long-term foreign investment in 1995.

The effective tax rate was 40% in both 1995 and 1996.

Net income for the first six months of 1996 was $100.9 million, representing an increase of $9.9 million or 10.8% from the first six months of 1995. Earnings per share for the first six months of 1996 were up 10.3% to $0.64 versus $0.58 in the first six months of 1995. The increases in net income and earnings per share were primarily attributable to contributions from Eberhard Faber and Berol (net of associated interest expense and goodwill amortization).

LIQUIDITY AND CAPITAL RESOURCES

The Company's primary sources of liquidity and capital resources include cash provided from operations and use of available borrowing facilities.

Operating activities provided net cash of $87.4 million during the first six months of 1996, an increase of $62.9 million from $24.5 million in the comparable period of 1995. This change was primarily due to a concentrated effort to reduce inventory levels, as well as a decrease in the inventory needed to service customers (in response to the weak retail conditions in the last quarter of 1995 and the first quarter of 1996). The changes in deferred taxes and accrued liabilities are the result of a 1995 IRS audit settlement, for which there had been a reserve.

The Company has short-term foreign and domestic committed and uncommitted lines of credit with various banks and a commercial paper program which are available for short-term financing. Committed lines of credit at June 30, 1996 totalled $13.5 million, based upon such terms as the Company and the respective banks have mutually agreed upon. Borrowings under the Company's uncommitted lines of credit, which totalled $100.0 million at June 30, 1996, are subject to the discretion of the lender. The Company's uncommitted lines of credit do not have a significant impact on the Company's liquidity.

At June 30, 1996, the Company had outstanding $295.0 million (principal amount) of medium-term notes with maturities ranging from one to five years at an average rate of interest equal to 6.4%. The Company had outstanding $345.0 million of medium-term notes at December 31, 1995.

In June 1996, the Company amended its revolving credit agreement to be a five-year $750.0 million agreement which will terminate in June 2001. Under this agreement, the Company may borrow, repay and reborrow funds in an aggregate amount up to $750.0 million, at a floating interest rate. At June 30, 1996, there were $97.8 million of borrowings under the revolving credit agreement.

The Company has a universal shelf registration statement under which the Company may issue up to $500.0 million of debt and equity securities, subject to market conditions. At June 30, 1996, the Company had not yet issued any securities under this registration statement.

The Company's primary uses of liquidity and capital resources are capital expenditures, dividend payments and acquisitions.

Capital expenditures were $29.3 million and $41.3 million in the first six months of 1996 and 1995, respectively. The decrease is due primarily to heavy spending during the first quarter of 1995 in connection with the integration of acquired businesses.

The Company has paid regular cash dividends on its common stock since 1947. On February 6, 1996, the quarterly cash dividend was increased to $0.14 per share from the $0.12 per share that had been paid since May 11, 1995. Dividends paid were $44.4 million and $34.7 million in the first six months of 1996 and 1995, respectively. This increase in dividends paid affected retained earnings, which increased by $56.4 million and $56.3 million in the first six months of 1996 and 1995, respectively.

In 1996, the Company acquired Holson Burnes for $34.5 million in cash and the assumption of $44.4 million of debt. This acquisition was accounted for as a purchase and the cash portion of the purchase price was paid for with proceeds obtained from the issuance of commercial paper.

Working capital at June 30, 1996 was $566.5 million compared to $452.6 million at December 31, 1995. The current ratio at June 30, 1996 was 1.88:1 compared to 1.67:1 at December 31, 1995. Total debt to total capitalization (net of cash and cash equivalents) was .41:1 at June 30, 1996 and .40:1 at December 31, 1995.

The Company believes that cash provided from operations and available borrowing facilities will continue to provide adequate support for the cash needs of existing businesses; however, certain events, such as significant acquisitions, could require additional external financing.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

The Company imports and distributes vinyl mini-blinds. The Company believes that its unit sales of imported vinyl mini-blinds constituted approximately 6% of the sales of all such products in the United States during 1995.

On July 16, 1996, the Attorney General of the State of California and the District Attorney for Alameda County, California, filed a civil suit in Alameda County Superior Court against twelve named companies, including a subsidiary of the Company, and other unnamed companies, alleging that these companies failed to warn consumers adequately about the presence of lead in their imported vinyl mini-blinds in accordance with the California Safe Drinking Water and Toxic Enforcement Act ("Proposition 65") and California Business and Professions Code Section 17200 (the "Unlawful Business Practices Act"), and seeking injunctions, civil penalties and restitutionary relief. Proposition 65 and the Unlawful Business Practices Act each provide for penalties of up to $2,500 per day for each violation.

In the spring of 1995, federal Consumer Products Safety Commission (the "CPSC") tested and analyzed imported vinyl mini-blinds and found that lead stabilizers in the plastic deteriorate over time from exposure to sunlight and heat, causing lead dust to form on mini-blind surfaces. On June 26, 1996, the CPSC announced its determination that this lead dust presents a health risk to children under six years of age, because small children could touch the mini-blinds and put their fingers in their mouths. The CPSC recommended that people living with small children remove the mini-blinds from their homes, but did not require the manufacturers or distributors of the mini-blinds to assist in this process. Following this recommendation, foreign manufacturers began to produce vinyl mini-blinds without lead stabilizers, and the new mini-blinds have been available in stores since July 1996.

The Company believes that insufficient information currently exists to draw firm conclusions concerning the conditions, if any, under which a consumer may be exposed to significant amounts of lead during the use of the Company's imported vinyl mini-blinds. The Company is continuing to investigate this matter. In the meantime, the Company is providing warnings consistent with the requirements of Proposition 65 with respect to its imported vinyl mini-blinds and is no longer importing mini-blinds containing lead stabilizers.

Although management of the Company cannot predict the ultimate outcome of this matter with certainty, it believes that its ultimate resolution will not have a material impact on the Company s consolidated financial statements.

Item 6. Exhibits and Reports on Form 8-K

a) Exhibits:

10.17 Amendment No. 1 dated as of June 7, 1996 to Five Year Credit Agreement dated as of June 12, 1995 among the Company, certain of its affiliates, The Chase Manhattan Bank (National Association), as Agent, and the banks whose names appear on the signature pages thereto.

27 Financial Data Schedule

b) Reports on Form 8-K:

Registrant filed a Report on Form 8-K dated May 3, 1996 reporting that Registrant entered into a Distribution Agreement with Merrill Lynch, Pierce, Fenner & Smith Incorporated, Chase Securities, Inc. and Morgan Stanley & Co. Incorporated and an Indenture with The Chase Manhattan Bank (National Association), as trustee, in connection with a public offering of fixed and floating rate Medium Term Notes under Registrant s shelf Registration Statement on Form S-3 (Reg. No. 33-64225).

SIGNATURES

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

NEWELL CO.

Date August 8, 1996	/s/ William T. Alldredge
	William T. Alldredge Vice President - Finance
Date August 8, 1996	/s/ Brett E. Gries
	Brett E. Gries Vice President - Accounting & Tax

EXHIBIT 10.17

AMENDMENT NO. 1

AMENDMENT NO. 1 dated as of June 7, 1996, between: NEWELL CO., a corporation duly organized and validly existing under the laws of the State of Delaware (together with its successors, the "COMPANY"); each of the banks listed on the signature pages hereto under the headings Continuing Banks (the "CONTINUING BANKS") and New Banks (the "NEW BANKS") (together with its successors and permitted assigns, individually a "BANK" and, collectively, the "BANKS"); and THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION) as agent for the Banks (in such capacity together with its successors in such capacity, the "AGENT").

The Company, the Continuing Banks, certain banks listed on the signature pages hereto under the heading Non-continuing Banks (the "NON-CONTINUING BANKS") and the Agent are parties to (1) the Five-Year Credit Agreement dated as of June 12, 1995 providing for loans to the Company and certain subsidiaries of the Company in U.S. Dollars and in other currencies in an aggregate amount not exceeding $550,000,000 at any one time outstanding (the "FIVE-YEAR CREDIT AGREEMENT") and (2) the 364-Day Credit Agreement dated as of June 12, 1995 providing for loans to the Company and certain subsidiaries of the Company in U.S. Dollars and in other currencies in an aggregate amount not exceeding $200,000,000 at any one time outstanding (the "364-DAY CREDIT AGREEMENT" and, together with the Five-Year Credit Agreement, the "CREDIT AGREEMENTS"). As of the Effective Date (as defined in Section 6 below), there are no outstanding Syndicated Loans under either of the Credit Agreements.

The Company has requested that the Commitment of each of the Continuing Banks and Non-Continuing Banks under the 364-Day Credit Agreement be terminated, that the Commitment of each Continuing Bank under the Five-Year Credit Agreement be the amount set opposite its name on the signature pages hereto, that each New Bank undertake a Commitment under the Five-Year Facility in the amount set opposite its name on the signature pages hereto, and that certain other revisions be made in the Five-Year Credit Agreement, all on the terms and conditions hereof.

Accordingly, in consideration of the premises and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. DEFINITIONS. Except as otherwise defined in this Agreement No. 1, terms defined in the Five-Year Credit Agreement, as amended by this Amendment No. 1, are used herein as defined therein.

Section 2. TERMINATION OF 364-DAY CREDIT AGREEMENT. Effective as of the Effective Date, the Commitments of the Continuing Banks and the Non-continuing Banks under the 364-Day Credit Agreement are hereby terminated.

Section 3. COMMITMENTS UNDER THE FIVE-YEAR CREDIT AGREEMENT.

Effective as of the Effective Date, each Bank shall be a "Bank" under the Five-Year Credit Agreement with a Commitment under the Five-Year Credit Agreement in the amount set opposite such Bank's name on the signature pages of this Amendment No. 1, none of the Non-continuing Banks shall be a "Bank" under the Five-Year Credit Agreement, and the definition of the term Commitment in the Five-Year Credit Agreement shall be amended to read in its entirety as follows:

> "COMMITMENT" shall mean, as to each Bank, the obligation of such Bank to make Syndicated Loans in an aggregate amount at any one time outstanding equal to the amount set opposite such Bank's name on the signature pages of Amendment No. 1 under the caption "Commitment" (as the same may be reduced pursuant to Section 2.05 hereof). As of the Amendment No. 1 Effective Date, the aggregate principal amount of the Commitments is $750,000,000.

Section 4. AMENDMENTS. Effective as of the Effective Date, the Five-Year Credit Agreement shall be amended as follows:

A. Section 1.01 of the Five-Year Credit Agreement shall be amended (a) by deleting the definition of the term "Other Agreement" and (b) by adding (to the extent not already included in Section 1.01) or amending (to the extent already included in Section 1.01) the following definitions and inserting the same in their appropriate alphabetical locations, as follows:

"AMENDMENT NO. 1" shall mean Amendment No. 1 dated as of June 7, 1996 between the Company, the Banks and the Agent.

"AMENDMENT NO. 1 EFFECTIVE DATE" shall mean the Effective Date as defined in Amendment No. 1.

"APPLICABLE FACILITY FEE RATE" and "APPLICABLE MARGIN" shall mean, during any period when the Rating is at one of the Rating Groups specified below, the percentage set forth below opposite the reference to such fee or to the relevant Type of Syndicated Loan:

Fee or Loan	Rating Group I	Rating Group II	Rating Group III	Rating Group IV
Applicable Facility Fee Rate	0.060%	0.075%	0.110%	0.1875%
Applicable Margin for LIBOR Loans	0.140%	0.175%	0.240%	0.3625%
Applicable Margin for Base Rate Loans	0.0%	0.0%	0.0%	0.0%

Any change in the Applicable Facility Fee Rate or in the Applicable Margin by reason of a change in the Moody's Rating or the Standard & Poor's Rating shall become effective on the date of announcement or publication by the respective Rating Agency of a change in such Rating or, in the absence of such announcement or publication, on the effective date of such changed rating.

"COMMITMENT TERMINATION DATE" shall mean the date five years after the Amendment No. 1 Effective Date; PROVIDED that, if such date is not a Business Day, the Commitment Termination Date shall be the next preceding Business Day.

"CREDIT EXTENSION" shall mean the making of any Loan hereunder.

"MOODY'S" shall mean Moody's Investors Service, Inc. or any successor thereto.

"MOODY'S RATING" shall mean, as of any date, the rating most recently published by Moody's relating to the unsecured, long-term, senior debt securities of the Company then outstanding.

"RATING" shall mean the Moody's Rating or the Standard & Poor's Rating.

"RATING AGENCY" shall mean Moody's or Standard & Poor's.

"RATING GROUP I" shall mean the Moody's Rating is at or above Aa2 or the Standard & Poor's Rating is at or above AA; "RATING GROUP II" shall mean (a) the Moody's Rating is at or above A3 or the Standard & Poor's Rating is at or above A- and (b) Rating Group I is not in effect; "RATING GROUP III" shall mean (a) the Moody's Rating is at or above Baa2 or the Standard & Poor's Rating is at or above BBB and (b) neither Rating Group I nor Rating Group II is in effect; "RATING GROUP IV" shall mean none of Rating Group I, Rating Group II or Rating Group III is in effect; PROVIDED that, (A) if the Moody's Rating and the Standard & Poor's Rating fall into different Rating levels and one of such Ratings is no more than one Rating level lower than the other of such Ratings, then the applicable Rating Group shall be based upon the higher of such Ratings and (B) if the Moody's Rating and the Standard & Poor's Rating fall into different Rating levels and one of such Ratings is two or more Rating levels lower than the other of such Ratings, then the applicable Rating Group shall be based upon a hypothetical Rating that is one lower than the Rating level of the higher of such Ratings.

"STANDARD & POOR'S" shall mean Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., or any successor thereto.

"STANDARD AND POOR'S RATING" shall mean, as of any date, the rating most recently published by Standard & Poor's relating to the unsecured, long-term, senior debt securities of the Company then outstanding.

B. Section 2.04 of the Five-Year Credit Agreement shall be amended by adding a new paragraph (c) thereto reading as follows:

(c) No Designation Letter may be amended, supplemented or otherwise modified without the approval of all of the Banks.

C. Section 2.06 of the Five-Year Credit Agreement shall be amended to read in its entirety as follows:

2.06 FACILITY FEE. The Company shall pay to the Agent for account of each Bank a facility fee on the daily average amount of such Bank's Commitment (whether used or unused), for the period from and including the Amendment No. 1 Effective Date to but not including the earlier of the date such Commitment is terminated and the Commitment Termination Date, at a rate per annum equal to the Applicable Facility Fee Rate. Accrued facility fee shall be payable in arrears on each Quarterly Date and on the earlier of the date the Commitments are terminated and the Commitment Termination Date.

D. Clause (vi) of the second sentence of Section 8.06 of the Five-Year Credit Agreement is hereby deleted.

Section 5. REPRESENTATIONS AND WARRANTIES. The Company represents and warrants to the Banks and the Agent that:

(a) this Amendment No. 1 has been duly and validly authorized, executed and delivered by the Company; the Company has been duly authorized and empowered by each Approved Borrower to execute and deliver this Amendment No. 1; and this Amendment No. 1, and the Five-Year Credit Agreement as amended hereby, constitute the legal, valid and binding obligation of the Company and each Approved Borrower, enforceable against the Company and each Approved Borrower in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and

(b) on and as of the date hereof (after giving effect to the transactions contemplated by Sections 2, 3 and 4 hereof), (i) no Default has occurred and is continuing and (ii) the representations and warranties made by the Company in Section 7, Part A of the Five-Year Credit Agreement, and by each Approved Borrower in Section 7, Part B of the Five-Year Credit Agreement, are true and correct on and as of the date hereof with the same force and effect as if made on and as of such date (or if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

It shall be an Event of Default for all purposes of the Five-Year Credit Agreement, as amended hereby, if any representation, warranty or certification made by the Company in this Amendment No. 1, or in any certificate or other writing furnished to any Bank or the Agent pursuant to this Amendment No. 1, shall prove to have been false or misleading as of the time made or furnished in any material respect.

Section 6. CONDITIONS PRECEDENT. The termination of the Commitments of the Continuing Banks and the Non-continuing Banks under the 364-Day Credit Agreement set forth in Section 2 hereof and the amendments to the Five-Year Credit Agreement set forth in Sections 3 and 4 hereof shall become effective on the date (the "Effective Date") on which all of the following conditions shall have been satisfied:

(a) AMENDMENT NO. 1. The Agent shall have received this Amendment No. 1, duly executed and delivered by each of the parties hereto.

(b) FEES. The Agent shall have received in Dollars in immediately available funds at an account in New York specified by the Agent for account of the Continuing Banks and the Non-continuing Banks all fees payable under each of the Credit Agreements accrued to but not including the Effective Date.

(c) NON-CONTINUING BANKS. The Agent shall have received the principal of and interest accrued to the Effective Date on all Money Market Loans, if any, held by the Non-continuing Banks under each of the Credit Agreements.

(d) NOTES. The Agent shall have received a Syndicated Note and a Money Market Note for each New Bank duly executed by each Borrower, as appropriate.

(e) AUTHORIZATION. The Agent shall have received certified copies of the charter and by-laws (or equivalent documents) of the Company and each of the Approved Borrowers (or, in the alternative, a certification of the Company to the effect that none of such documents has been modified since delivery thereof pursuant to Section 6.01 and Section 6.02 of the Five-Year Credit Agreement) and of all corporate authority for the Company (including without limitation, board of director resolutions and evidence of the incumbency of officers for the Company) with respect to the authorization, execution, delivery and performance of this Amendment No. 1 and the Five-Year Credit Agreement as amended hereby and each other document to be delivered by the Company from time to time in connection with the Five-Year Credit Agreement as amended hereby (and the Agent and each Bank may conclusively rely on such certificate until it receives notice in writing from the Company to the contrary).

(f) OTHER DOCUMENTS. The Agent shall have received such other documents as the Agent or any Bank may reasonably request.

Section 7. OUTSTANDING LOANS. As of the Effective Date, all Money Market Loans made by any Continuing Bank and outstanding on the Effective Date under either of the Credit Agreements will be deemed to be Money Market Loans of such Continuing Bank outstanding under the Five-Year Credit Agreement.

Section 8. BASIC DOCUMENTS OTHERWISE UNCHANGED. Except as herein provided, the Basic Documents shall remain unchanged and in full force and effect, and each reference to the Five-Year Credit Agreement in the Five-Year Credit Agreement and the Notes shall be a reference to the Five-Year Credit Agreement as amended hereby and as the same may be further amended, supplemented and otherwise modified from time to time.

Section 9. COUNTERPARTS. This Amendment No. 1 may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument, and any of the parties hereto may execute this Amendment No. 1 by signing any such counterpart.

Section 10. BINDING EFFECT. This Amendment No. 1 shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 11. GOVERNING LAW. This Amendment No. 1 shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed and delivered as of the day and year first above written.

NEWELL CO.

By /S/ C. R. DAVENPORT
Name: C. R. Davenport
Title: Vice President &
Treasurer

THE AGENT

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),
as Agent

By /S/ CAROL A. ULMER
Name: Carol A. Ulmer
Title: Vice President

CONTINUING BANKS

COMMITMENT $75,000,000	THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION) By /S/ CAROL A. ULMER Name: Carol A. Ulmer Title: Vice President
COMMITMENT $65,000,000	ROYAL BANK OF CANADA By /S/ PRESTON D. JONES Name: Preston D. Jones Title: Senior Manager Corporate Banking
COMMITMENT $50,000,000	BANK OF AMERICA ILLINOIS By /S/ M. H. CLAGGETT Name: M. H. Claggett Title: Vice President
COMMITMENT $50,000,000	CIBC INC. By /S/ DAVID MCGOWAN Name: David McGowan Title: Director
COMMITMENT $30,000,000	CREDIT LYONNAIS CAYMAN ISLAND BRANCH By /S/ MICHEL BUYSSCHAERT Name: Michel Buysschaert Title: Authorized Signatory
COMMITMENT $50,000,000	MORGAN GUARANTY TRUST COMPANY OF NEW YORK By /S/ DOUGLAS A. CRUIKSHANK Name: Douglas A. Cruikshank Title: Vice President

COMMITMENT $55,000,000	THE FIRST NATIONAL BANK OF CHICAGO By /S/ JUDITH L. CORNWELL Name: Judith L. Cornwell Title: Authorized Agent
COMMITMENT $50,000,000	THE NORTHERN TRUST COMPANY By /S/ LISA M. TAYLOR Name: Lisa M. Taylor Title: Commercial Banking Officer
COMMITMENT $30,000,000	PNC BANK, NATIONAL ASSOCIATION By /S/ RICHARD T. JANDER Name: Richard T. Jander Title: Assistant Vice President
COMMITMENT $30,000,000	THE SANWA BANK, LIMITED By /S/ RICHARD H. AULT Name: Richard J. Ault Title: Vice President
COMMITMENT $30,000,000	SOCIETE GENERALE By /S/ ERIC SIEBERT Name: Eric Siebert Title: Corporate Banking Manager By /S/ SETH ASOFSKY Name: Seth Asofsky Title: Vice President

NEW BANKS

COMMITMENT
$20,000,000

BANCA NAZIONALE DEL LAVORO S.p.A.
NEW YORK BRANCH

By /S/ GIULIANO VIOLETTA
Name: Giuliano Violetta
Title: First Vice President

By /S/ GIULIO GIOVINE
Name: Giulio Giovine
Title: Vice President

Lending Office for all Loans:

Banca Nazionale Del Lavoro S.p.A.
New York Branch
25 West 51st Street
New York, New York 10019

Address for Notices:

Banca Nazionale Del Lavoro S.p.A.
New York Branch
25 West 51st Street
New York, New York 10019

Attention: Giulio Giovine
Miguel Medida

Telecopier No.: 212-765-2978

Telephone No.: 212-581-0710

COMMITMENT $30,000,000	BANQUE NATIONALE DE PARIS CHICAGO BRANCH By /S/ ARNAUD COLLIN DU BOCAGE Name: Arnaud Collin du Bocage Title: Executive Vice President & General Manager By /S/ EDWARD MCGUIRE Name: Edward McGuire Title: Vice President Lending Office for all Loans: Banque Nationale De Paris Chicago Branch 209 South LaSalle Street Chicago, IL 60604 Address for Notices: Banque Nationale De Paris Chicago Branch 209 South LaSalle Street Chicago, IL 60604 Attention: Chris Howatt Telecopier No.: 312-977-1380 Telephone No.: 312-977-1383
COMMITMENT $25,000,000	THE DAI-ICHI KANGYO BANK, LTD., CHICAGO BRANCH By /S/ TAKESHI HEMMI Name: Takeshi Hemmi Title: Vice President Lending Office for all Loans: The Dai-Ichi Kangyo Bank, Ltd., Chicago Branch 10 South Wacker Drive 26th Floor Chicago, IL 60606

Address for Notices:

The Dai-Ichi Kangyo Bank, Ltd.,
Chicago Branch
10 South Wacker Drive
26th Floor
Chicago, IL 60606

Attention: John Sneed
Telecopier No.: 312-876-2011
Telephone No.: 312-715-6362

COMMITMENT
$30,000,000

MELLON BANK, N.A.

By /S/ M. JAMES BARRY, III
Name: M. James Barry, III
Title: Vice President

Lending Office for all Loans:

Mellon Bank N.A.
3 Mellon Bank Center
Pittsburgh, PA 15259

Address for Notices:

Mellon Bank
55 West Monroe
Suite 2600
Chicago, IL 60603

Attention: James Barry
Telecopier No.: 312-357-3414
Telephone No.: 312-357-3407

COMMITMENT
$30,000,000

THE SAKURA BANK, LIMITED

By /S/ SHUNJI SAKURAI
Name: Shunji Sakurai
Title: Joint General Manager

By ___________________________
Name:
Title:

Lending Office for all Loans:

The Sakura Bank Ltd.
227 West Monroe Street
Chicago, IL 60606

Address for Notices:

The Sakura Bank Ltd.
227 West Monroe Street
Chicago, IL 60606

Attention: Richard Wilson
Telecopier No.: 312-332-5345
Telephone No.: 312-580-3270

COMMITMENT
$25,000,000

THE SUMITOMO BANK, LIMITED

By /S/ HIROYUKI IWAMI
Name: Hiroyuki Iwami
Title: Joint General Manager

Lending Office for all Loans:

The Sumitomo Bank, Limited
233 South Wacker Drive
Suite 4800
Chicago, IL 60606-6448

Address for Notices:

The Sumitomo Bank, Limited
233 South Wacker Drive
Suite 4800
Chicago, IL 60606-6448

Attention: Chuck Gitles
Telecopier No.: 312-876-6436
Telephone No.: 312-876-6445

COMMITMENT $25,000,000	COMMERZBANK AKTIENGESELLSCHAFT, CHICAGO BRANCH

By /S/ DR. HELMUT R. TOLLNER
Name: Dr. Helmut R. Tollner
Title: Executive Vice President

By /S/ SCOTT MCINTOSH
Name: Scott McIntosh
Title: Assistant Cashier

Lending Office for all Loans:

Commerzbank Aktiengesellschaft,
Chicago Branch
311 S. Wacker Drive
Chicago, Illinois 60606

Address for Notices:

Commerzbank Aktiengesellschaft,
Chicago Branch
311 S. Wacker Drive
Chicago, Illinois 60606

Attention: Mark Monson
Scott McIntosh
Telecopier No.: 312-435-1486
Telephone No.: 312-408-6910

COMMITMENT $25,000,000	THE FUJI BANK, LIMITED

By /S/ PETER L. CHINNICI
Name: Peter L. Chinnici
Title: Joint General Manager

Lending Office for all Loans:

The Fuji Bank, Limited,
Chicago Branch
225 West Wacker Drive
Suite 2000
Chicago, Illinois 60606

Address for Notices:

The Fuji Bank, Limited,
Chicago Branch
225 West Wacker Drive
Suite 2000
Chicago, Illinois 60606

Attention: Stephen Peca
Telecopier No.: 312-621-0539
Telephone No.: 312-621-9484

COMMITMENT
$25,000,000

ISTITUTO BANCARIO SAN PAOLO
DI TORINO SPA

By /S/ WILLIAM DEANGELO
Name: William DeAngelo
Title: First Vice President

By /S/ ETTORE VIAZZO
Name: Ettore Viazzo
Title: Vice President

Lending Office for all Loans:

Istituto Bancario San Paolo
Di Torino SPA
245 Park Avenue
New York, New York 10167

Address for Notices:

Istituto Bancario San Paolo
Di Torino SPA
245 Park Avenue
New York, New York 10167

Attention: David Scarselli
Telecopier No.: 212-599-5303
Telephone No.: 212-692-3172

The following bank acknowledges that, effective as of the Effective Date, its Commitments under the Credit Agreements are terminated.

NON-CONTINUING BANK

NATIONSBANK, N.A. (CAROLINAS)

By /S/ CARTER E. SMITH
Name: Carter E. Smith
Title: Vice President

5

This schedule contains summary financial information extracted from the Newell Co. and Subsidiaries Consolidated Balance Sheets and Statements of Income and is qualified in its entirety by reference to such financial statements.

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6-MOS
DEC-31-1996
JUN-30-1996
45,490
0
484,700
(10,572)
541,632
1,209,878
866,706
(316,597)
3,037,250
671,845
821,110
0
0
158,781
1,195,517
3,037,250
1,353,325
417,136
936,189
1,155,380
29,723
1,322
28,918
168,222
67,339
100,883
0
0
0
100,883
0.64
0.64

Allowances for doubtful accounts are reported as contra accounts to accounts receivable. The corporate reserve for bad debts is a percentage of trade receivables based on the bad debts experienced in one or more past years, general economic conditions, the age of the receivables and other factors that indicate the element of uncollectibility in the receivables outstanding at the end of the period.

See notes to consolidated financial statements.