

=====

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

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

Date of Report -- January 20, 1994

THE BLACK & DECKER CORPORATION
(Exact name of registrant as specified in its charter)

Maryland
(State or other
jurisdiction of
incorporation)

1-1553
(Commission
File Number)

52-0248090
(IRS Employer
Identification No.)

701 East Joppa Road
(Address of principal executive offices)

Towson, Maryland

21286
(Zip Code)

(410) 716-3900
(Registrant's telephone number, including area code)

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

=====

Item 5. OTHER EVENTS

This Current Report on Form 8-K is being filed in connection with the offer and sale by The Black & Decker Corporation, a Maryland corporation (the "Corporation"), of \$250,000,000 aggregate principal amount of 7% Notes due February 1, 2006 under the Corporation's existing shelf Registration Statement (Reg. No. 33-49361) covering up to \$1,000,000,000 in Debt Securities.

Item 7. FINANCIAL STATEMENTS AND EXHIBITS

Exhibit No.	Description of Exhibit
1(a)	Underwriting Agreement--Basic Provisions dated as of March 24, 1993, incorporated by reference from the Corporation's Current Report on Form 8-K dated March 26, 1993.
1(b)	Pricing Agreement dated January 18, 1994.
4(a)	Indenture dated as of March 24, 1993, incorporated by reference from the Corporation's Current Report on Form 8-K dated March 26, 1993.
4(b)	Form of 7% Note due February 1, 2006.
5	Opinion of Miles & Stockbridge, a Professional Corporation.

THE BLACK & DECKER CORPORATION

S I G N A T U R E

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.

THE BLACK & DECKER CORPORATION

By /s/ CHARLES E. FENTON
Charles E. Fenton
Vice President and General
Counsel

Date: January 20, 1994

PRICING AGREEMENT

January 18, 1994

Lehman Brothers Inc.
Citicorp Securities, Inc.
Goldman, Sachs & Co.
Morgan Stanley & Co. Incorporated
Salomon Brothers Inc

Dear Sirs:

The Black & Decker Corporation, a Maryland corporation (the "Corporation"), proposes, subject to the terms and conditions stated herein and in the Underwriting Agreement - Basic Provisions dated as of March 24, 1993 (the "Underwriting Agreement") to issue and sell to the Underwriters named in Schedule I hereto (the "Underwriters") the Securities specified in Schedule II hereto (the "Designated Securities"). Except as otherwise set forth in this Pricing Agreement, each of the provisions of the Underwriting Agreement is incorporated herein by reference in its entirety and shall be deemed to be a part of this Pricing Agreement to the same extent as if such provisions had been set forth in full herein; and each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Pricing Agreement. Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined. Capitalized terms not otherwise defined herein or in the Underwriting Agreement shall have the respective meanings set forth in the Indenture. The address referred to in Section 13 of the Underwriting Agreement is set forth in Schedule II hereto.

An amendment to the Registration Statement, or a supplement to the Prospectus, as the case may be, relating to the Designated Securities, in the form heretofore delivered to you, is now proposed to be filed with the Commission.

On the basis of the representations, warranties, covenants and agreements of the Corporation contained herein and in the Underwriting Agreement, but subject to the terms and conditions set forth herein and in the Underwriting Agreement incorporated herein by reference, the Corporation agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Corporation, at the time and place and at the purchase price to the Underwriters set forth in Schedule II hereto, the principal amount of Designated Securities set forth opposite the name of such Underwriter in Schedule I hereto.

This Pricing Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument.

If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof, and upon acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof, including the provisions of the Underwriting Agreement incorporated herein by reference, shall constitute a binding agreement between each of the Underwriters on the one hand and the Corporation on the other. It is understood that your acceptance of this letter on behalf of each of the Underwriters is or will be pursuant to the

authority set forth in a form of Agreement Among Underwriters.

Very truly yours

THE BLACK & DECKER CORPORATION

By: /s/ Charles E. Fenton
Name: Charles E. Fenton
Title: Vice President and General Counsel

Accepted as of the date hereof:

LEHMAN BROTHERS INC.
CITICORP SECURITIES, INC.
GOLDMAN SACHS & CO.
MORGAN STANLEY & CO. INCORPORATED
SALOMON BROTHERS INC

LEHMAN BROTHERS INC.

By: /s/ Herbert McDade
Name: Herbert McDade
Title: Managing Director

For itself and the other several
Underwriters named in Schedule I
hereto

SCHEDULE I TO PRICING AGREEMENT

Underwriters	Principal Amount of Designated Securities to be Purchased
Lehman Brothers Inc.	\$50,000,000
Citicorp Securities, Inc.	50,000,000
Goldman, Sachs & Co.	50,000,000
Morgan Stanley & Co. Incorporated	50,000,000
Salomon Brothers Inc	50,000,000
Total	\$250,000,000

SCHEDULE II TO PRICING AGREEMENT

Title of Designated Securities:	7% Notes due February 1, 2006.
Aggregate Principal Amount:	\$250,000,000.
Denominations:	\$1,000 and integral multiples thereof.
Initial Offering Price to Public:	99.717% of the principal amount of the Designated Securities, plus accrued interest, if any, from January 25, 1994.
Purchase Price by Underwriters:	99.042% of the principal amount of the Designated Securities, plus accrued interest, if any, from January 25, 1994.
Maturity:	February 1, 2006.
Interest Rate:	7%
Interest Payment Dates:	February 1 and August 1.
Regular Record Dates:	January 15 and July 15.
Redemption Provisions:	No redemption provisions.
Sinking Fund Provisions:	No sinking fund provisions.
Floating Rate Provisions:	No floating rate provisions.
Form of Designated Securities:	Registered.

Name and Address of Underwriters:	Lehman Brothers Inc. Citicorp Securities, Inc. Goldman, Sachs & Co. Morgan Stanley & Co. Incorporated Salomon Brothers Inc
	c/o Lehman Brothers Inc. World Financial Center 200 Vesey Street New York, New York 10285
Form of Payment for Designated Securities:	Same-day funds. Payment shall be made by wire transfer to an account designated by the Corporation.
Time of Delivery:	10:00 A.M., January 25, 1994.
Closing Location:	Simpson Thacher & Bartlett, New York, New York.
Listing Requirement:	None.
Partial Reimbursement of Underwriters' Expenses:	None.

Number _____ Dollars

REGISTERED

7% Note due February 1, 2006

THE BLACK & DECKER CORPORATION (A MARYLAND CORPORATION) for value received, hereby promises to pay to _____ or registered assigns, the principal sum of _____ Dollars on February 1, 2006.

Interest Payment Dates: February 1 and August 1

Record Dates: January 15 and July 15

Additional provisions are set forth on the other side.

ATTEST: [SEAL] THE BLACK & DECKER CORPORATION

Secretary

By: _____
President

Dated:

AUTHENTICATED:

THIS IS ONE OF THE SECURITIES
OF THE SERIES DESIGNATED HEREIN
AND REFERRED TO IN THE
WITHIN-MENTIONED INDENTURE.

SECURITY TRUST COMPANY, NATIONAL ASSOCIATION,
AS TRUSTEE

BY: _____
AUTHORIZED SIGNATORY

THE BLACK & DECKER CORPORATION

7% Note due February 1, 2006

1. Interest. The Black & Decker Corporation ("Corporation"), a Maryland corporation, promises to pay interest on the principal amount of this Note at the rate per annum shown above. The Corporation will pay interest on February 1 and August 1 of each year, commencing August 1, 1994. Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from January 25, 1994. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

2. Method of Payment. The Corporation will pay interest on the Notes (except defaulted interest, which shall be paid as set forth below) to the persons who are registered Holders of Notes at the close of business on the record date for the next interest payment date even though Notes are cancelled after the record date and on or before the interest payment date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holders on such regular record date and may either be paid to the Persons in whose names the Notes (or one or more predecessor Notes) are registered at the close of business on a special record date for the payment of such Defaulted Interest to be fixed by the Corporation, notice whereof shall be given to Holders of Notes not less than 15 days prior to such special record date, or may be paid at any time in any other lawful manner, all as more fully provided in the Indenture. Holders must surrender Notes

to a Paying Agent to collect the principal payment. The Corporation will pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts. However, the Corporation may pay principal and interest by its check payable in such money. It may mail an interest check to a Holder's registered address. To the extent lawful, the Corporation shall pay interest on overdue principal at the rate borne by the Notes and shall pay interest on overdue installments of interest at the same rate.

3. Paying Agent and Registrar. Initially, Security Trust Company, National Association ("Trustee"), a national banking association, 2 North Charles Street, Baltimore, Maryland 21201, will act as Paying Agent and Registrar. The Corporation may change any Paying Agent, Registrar or co-registrar without notice. The Corporation or any of its Subsidiaries may act as Paying Agent, Registrar or co-registrar.

4. Indenture. The Corporation issued the Notes under an Indenture dated as of March 24, 1993 ("Indenture"), between the Corporation and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S. Code (paragraphs) 77aaa-77bbb) ("Act") as in effect on the date of the Indenture. The Notes are subject to all such terms, and Holders are referred to the Indenture, all applicable supplemental indentures and the Act for a statement of those terms. As provided in the Indenture, 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, purchase or analogous funds, if any, may be subject to different covenants and Events of Default and may otherwise vary as in the Indenture provided or permitted. This Note is one of a series of the Notes designated on the face hereof, limited in aggregate principal amount to \$250,000,000 (except as otherwise provided in the Indenture).

5. Denominations; Transfer; Exchange. The Notes are in registered form without coupons in denominations of \$1,000 and any multiple of \$1,000. A Holder may transfer or exchange Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. The Registrar need not transfer or exchange any Notes for a period of 15 days before an interest payment date.

6. Persons Deemed Owners. The registered Holder of this Note may be treated as the owner of it for all purposes, and neither the Corporation, the Trustee, nor any Registrar, Paying Agent or co-registrar shall be affected by notice to the contrary.

7. Unclaimed Money. If money for the payment of principal or interest remains unclaimed for two years, the Trustee or Paying Agent will, unless otherwise prohibited by mandatory provisions of applicable escheat or abandoned or unclaimed property law, pay the money back to the Corporation at its request. After that, Holders entitled to unclaimed money must look only to the Corporation and not to the Trustee for payment unless an abandoned property law designates another person.

8. Defeasance. The Indenture contains provisions for defeasance at any time of the entire principal of the Notes of any series upon compliance by the Corporation with certain conditions set forth therein.

9. Amendment; Supplement; Waiver. Subject to certain exceptions as therein provided, the Indenture or the Notes may be amended or supplemented with the consent of the Holders of at least 66-2/3% in principal amount of the Notes, and, subject to certain exceptions and limitations as provided in the Indenture, any past default or compliance with any provision may be waived with the consent of the Holders of a majority in principal amount of the Notes. Without the consent of any Holder, the Indenture or the Notes may be amended or supplemented, for among other reasons, to cure any ambiguity, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes or to make any change that does not materially adversely affect the rights of any Holder. Without the consent of any Holder, the Trustee may waive compliance with any provision of the

Indenture or the Notes if the waiver does not materially adversely affect the rights of any Holder.

10. Restrictive Covenants. The Indenture does not limit unsecured debt of the Corporation or its Subsidiaries. It does limit certain mortgages, liens and sale-leaseback transactions. The limitations are subject to a number of important qualifications and exceptions. Once a year the Corporation must report to the Trustee on compliance with the limitations.

11. Successors. When a successor entity assumes all the obligations of the Corporation or its successor under the Notes and the Indenture, the predecessor corporation will be released from those obligations.

12. Defaults and Remedies. An Event of Default is: default for 30 days in payment of any interest on the Notes; default in payment of any principal on the Notes; failure by the Corporation for 30 days after notice to it to comply with any of its other agreements in the Indenture or the Notes; failure by the Corporation or any Subsidiary to pay when due principal of or interest on any Debt (other than Debt evidenced by Securities issued pursuant to the Indenture) having, in the aggregate a then outstanding principal amount in excess of \$20,000,000 or the maturity of any Debt in such amount shall have been accelerated, or any Debt in such amount shall have been required to be prepaid prior to the stated maturity thereof, in accordance with the provisions of any contract evidencing, providing for the creation of or concerning such Debt; and certain events of bankruptcy or insolvency. If an Event of Default with respect to the Notes shall occur and be continuing, the principal of the Notes and accrued interest thereon may be declared due and payable in the manner and with the effect provided in the Indenture. Holders of Notes may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee may refuse to enforce the Indenture or the Notes unless it receives indemnity satisfactory to it. Subject to certain limitations, Holders of a majority in principal amount of the Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any continuing default (except a default in payment of principal or interest) if it determines that withholding notice does not adversely affect the interests of such Holders.

13. Trustee Dealings with the Corporation. Security Trust Company, National Association, the Trustee under the Indenture, in its individual or any other capacity may make loans to, accept deposits from and perform services for the Corporation or its affiliates, and may otherwise deal with the Corporation or its affiliates as if it were not Trustee.

14. No Recourse Against Others. A director, officer, employee or stockholder, as such, of the Corporation shall not have any liability for any obligations of the Corporation under the Notes or the Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. This waiver and release are part of the consideration for the issue of the Notes.

15. Authentication. This Note shall not be valid until the Trustee manually signs the certificate of authentication on the other side of this Note.

16. Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian) and U/G/M/A (= Uniform Gifts to Minors Act).

17. Miscellaneous. This Note shall for all purposes be governed by, and construed in accordance with, the laws of the State of Maryland.

All terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

The Corporation will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to: The Black & Decker Corporation, 701 East Joppa Road, Towson, Maryland 21286, Attention: Secretary.

I or we assign and transfer to

Insert social security or other identifying number of assignee

--

(Print or type name, address and zip code of assignee)

this Note and irrevocably appoint _____ agent to transfer this Note on the books of the Corporation. The agent may substitute another to act for him.

Dated: _____

Signed: _____
(Sign exactly as name appears on the other side of this Note)

Miles & Stockbridge,
a Professional Corporation
10 Light Street
Baltimore, Maryland 21202

January 20, 1994

The Black & Decker Corporation
701 East Joppa Road
Towson, Maryland 21286

Ladies and Gentlemen:

We have acted as counsel to The Black & Decker Corporation, a Maryland corporation (the "Corporation"), in connection with the filing of a Registration Statement on Form S-3 (Reg. No. 33-49361) (the "Registration Statement") under the Securities Act of 1933, as amended (the "Act"), in respect of the Corporation's Debt Securities to be issued from time to time pursuant to Rule 415 under the Act and the offer and sale of \$250,000,000 aggregate principal amount of the Corporation's 7% Notes due February 1, 2006 (the "Notes"). In this capacity we have reviewed the Charter and By-Laws of the Corporation, the Indenture dated as of March 24, 1993, by and between the Corporation and Security Trust Company, National Association, as Trustee (as supplemented or modified by the Trust Indenture Act of 1939, collectively, the "Indenture"), the Registration Statement including the exhibits thereto, the Current Report on Form 8-K of the Corporation dated the date hereof, the corporate proceedings of the Corporation relating to the authorization of the issuance of the Debt Securities and the Notes and such certificates and other documents as we deemed necessary or advisable for the purposes of this opinion.

Based on the foregoing, we are of the opinion that the Notes to be issued by the Corporation have been duly and validly authorized, and upon proper execution, authentication and delivery in accordance with the Indenture, the Notes will have been legally issued and will constitute valid and binding obligations of the Corporation entitled to the benefits of the Indenture.

We hereby consent to the filing of this opinion as an exhibit to the Corporation's Current Report on Form 8-K dated the date hereof. In giving our consent, we do not thereby admit that we are in the category of persons whose consent is required under

The Black & Decker Corporation
January 20, 1994
Page 2

Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

Miles & Stockbridge,
a Professional Corporation