

\$100,000,000

[LOGO]

6.75% NOTES DUE AUGUST 15, 2000

Interest on the Notes is payable on February 15 and August 15 of each year, commencing February 15, 1996. The Notes will not be redeemable prior to maturity. The Notes will be represented by one or more Global Notes registered in the name of the nominee of The Depository Trust Company ('DTC'). Except as described herein, Notes in definitive form will not be issued. The Notes will trade in DTC's Same-Day Funds Settlement System until maturity, and secondary market trading activity for the Notes will therefore settle in immediately available funds. All payments of principal and interest will be made by the Company in immediately available funds. See 'Certain Terms of the Notes -- Book Entry System'. The Notes will not be listed on any securities exchange.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

	INITIAL PUBLIC OFFERING PRICE (1)	UNDERWRITING DISCOUNT (2)	PROCEEDS TO COMPANY (1) (3)
Per Note.....	99.953%	0.550%	99.403%
Total.....	\$99,953,000	\$550,000	\$99,403,000

- (1) Plus accrued interest from August 15, 1995.
- (2) The Company has agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933.
- (3) Before deducting estimated expenses of \$110,000 payable by the Company.

The Notes are offered severally by the Underwriters, as specified herein, subject to receipt and acceptance by them and subject to their right to reject any order in whole or in part. It is expected that the Global Note will be ready for delivery in book-entry form only through the facilities of The Depository Trust Company on or about August 18, 1995.

GOLDMAN, SACHS & CO. J.P. MORGAN SECURITIES INC. SALOMON BROTHERS INC

The date of this Prospectus Supplement is August 15, 1995.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTES OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

AVAILABLE INFORMATION

AlliedSignal Inc. (the 'Company') is subject to the informational requirements of the Securities Exchange Act of 1934 (the 'Exchange Act') and in accordance therewith files reports and other information with the Securities and Exchange Commission (the 'Commission'). Reports, proxy statements and other information filed by the Company with the Commission can be inspected and copied at the public reference facilities maintained by the Commission at Judiciary Plaza, Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549 and at the Commission's Regional Offices, 7 World Trade Center, 13th Floor, New York, New York 10048 and Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, IL 60661. Copies of such material can be obtained by mail from the Public Reference Section of the Commission, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. Such information of the Company should also be available for inspection at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005; the Chicago Stock Exchange, One Financial Place, 440 South LaSalle Street, Chicago, Illinois 60605; and the Pacific Stock Exchange, 301 Pine Street, San Francisco, California 94104.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed with the Commission by the Company are incorporated by reference in this Prospectus Supplement:

- (1) the Company's Annual Report on Form 10-K for the year ended December 31, 1994; and
- (2) the Company's Quarterly Reports on Form 10-Q for the quarters ended March 31 and June 30, 1995.

All reports and other documents filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of this Prospectus Supplement and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been issued or which deregisters all securities then remaining unissued shall be deemed to be incorporated by reference in this Prospectus Supplement and to be part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus Supplement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus Supplement.

A copy of the documents incorporated by reference (other than exhibits thereto) will be forwarded without charge to each person to whom this Prospectus Supplement is delivered, upon such person's written or oral request to AlliedSignal Inc., Shareholder Relations Department, P.O. Box 50000, Morristown, New Jersey 07962-2499, telephone number (800) 255-4332.

SUMMARY OF SELECTED FINANCIAL INFORMATION

The following table sets forth selected financial information for the Company for the years ended December 31, 1994, 1993, 1992, 1991 and 1990 and for the six-month periods ended June 30, 1995 and 1994. This summary of selected financial information is qualified by reference to the financial statements and other information and data contained or incorporated by reference in the Company's Annual Report on Form 10-K for the year ended December 31, 1994, and its Quarterly Report on Form 10-Q for the three- and six-month periods ended June 30, 1995.

SELECTED FINANCIAL INFORMATION
(DOLLAR AMOUNTS IN MILLIONS, EXCEPT PER SHARE AMOUNTS)
(UNAUDITED)

	SIX MONTHS ENDED JUNE 30,		YEAR ENDED DECEMBER 31,				
	1995	1994	1994	1993	1992	1991	1990
INCOME STATEMENT DATA:							
Net sales.....	\$ 7,049	\$ 6,173	\$12,817	\$11,827	\$12,042	\$11,831	\$12,343
Income (loss) before cumulative effect of changes in accounting principles.....	425	365	759	656	535 (b)	(273) (d)	462
Net income (loss).....	425	365	759	411 (a)	(712) (b,c)	(273) (d)	462
PER SHARE OF COMMON STOCK:							
Income (loss) before cumulative effect of changes in accounting principles.....	1.50	1.29	2.68	2.31	1.90	(1.00)	1.67
Net earnings (loss).....	1.50	1.29	2.68	1.45	(2.52)	(1.00)	1.67
BALANCE SHEET DATA (AT END OF PERIOD):							
Total assets.....	12,045	10,788	11,321	10,829	10,756	10,382	10,456
Long-term debt.....	1,304	1,531	1,424	1,602	1,777	1,914	2,051
Total debt.....	2,009	1,757	1,687	1,960	2,113	2,795	2,748
Shareowners' equity.....	3,345	2,627	2,982	2,390	2,251	2,983	3,380
Total debt as a percent of total capital.....	35.4	37.7	34.1	42.7	44.7	43.9	40.4
RATIO OF EARNINGS TO FIXED CHARGES (e).....							
	6.00	5.84	6.02	4.71	3.27 (b)	(0.31) (d)	2.56

(a) Includes the cumulative after-tax provision for the adoption of FASB No. 112 of \$245 million, or \$0.86 a share.

(b) Includes the effect of a provision for Streamlining and Restructuring charges as well as a gain on the sale of common stock of Union Texas resulting in a net charge of \$11 million (after-tax \$6 million, or \$0.02 a share).

(c) Includes the cumulative after-tax provision for the adoption of FASB Nos. 106 and 109 of \$1,247 million, or \$4.42 a share.

(d) Includes the effect of a provision for Streamlining and Restructuring charges as well as gains on asset sales by Union Texas resulting in a net charge of \$838 million (after-tax \$615 million, or \$2.25 a share).

(e) The ratio of earnings to fixed charges is generally computed by dividing the sum of net income (excluding the cumulative effect of accounting changes in 1992 and 1993), income taxes and fixed charges (net of capitalized interest) less undistributed equity income by fixed charges. Fixed charges represent gross interest and amortization of debt discount and expense and the interest factor of all rentals, consisting of an appropriate interest factor on operating leases. The ratio also includes the Company's share of the earnings and fixed charges of significant joint ventures.

USE OF PROCEEDS

The Company intends to use the net proceeds from the sale of the Notes to repay certain outstanding commercial paper of the Company, which commercial paper has a current average yield of approximately 5.8% and will mature on or prior to August 18, 1995. The proceeds of such commercial paper were used for general corporate purposes, including acquisitions and working capital.

CERTAIN TERMS OF THE NOTES

The following description of the particular terms of the Notes offered hereby (which represent a series of, and are referred to in the Prospectus as, 'Debt Securities') supplements, and to the extent inconsistent therewith replaces, the description of the general terms and provisions of Debt Securities set forth in the Prospectus, to which reference is hereby made.

GENERAL

The Notes offered hereby will mature on August 15, 2000, and will bear interest at the rate of 6.75% per annum from August 15, 1995, payable semiannually on February 15 and August 15 of each year (an 'Interest Payment Date'), commencing February 15, 1996, to the persons in whose names the Notes are registered at the close of business on the January 31 and July 31, as the case may be, next preceding such Interest Payment Date. The interest payable on each Interest Payment Date will include interest accrued from and including the later of August 15, 1995, or the most recent Interest Payment Date to which interest has been paid or duly provided for, but excluding the relevant Interest Payment Date. The Notes offered hereby will be issued under the Indenture referred to in the Prospectus, and are limited to \$100,000,000 aggregate principal amount. The Notes offered hereby are referred to in the Indenture as 'Debentures.'

Principal and interest initially will be payable, and the Notes initially will be transferable and exchangeable, at the office or agency of the Company designated for that purpose in New York City, which initially will be the office of The Chase Manhattan Bank (National Association), the Trustee under the Indenture, located at One New York Plaza, New York, New York ('Chase'); provided, however, that payments of interest may be made, in the event the Notes are issued in certificated form, at the option of the Company, by check mailed to the Registered Holders (as defined in the Indenture) of the Notes. See 'Book-Entry System' below.

All Debt Securities, including the Notes, issued and to be issued under the Indenture will be unsecured and will rank pari passu with all other Debt Securities issued or to be issued under the Indenture and all other unsecured and unsubordinated indebtedness of the Company from time to time outstanding.

The Company has issued Debt Securities in the principal amount of \$925,500,000 under the Indenture. The Indenture does not limit the amount of Debt Securities which may be issued thereunder.

SINKING FUND

The Notes are not entitled to a sinking fund.

REDEMPTION

The Notes are not redeemable prior to maturity.

BOOK-ENTRY SYSTEM

Upon issuance, the Notes will be represented by a single Global Note (defined in the Indenture as the 'Global Debenture') (the 'Book-Entry Notes'). The Global Note representing Book-Entry Notes will be deposited with, or on behalf of, The Depository Trust Company, as Depository (the 'Depository'), and registered in the name of a nominee of the Depository. Except as set forth below, the Global Note may not be transferred except as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any nominee to a successor of the Depository or a nominee of such successor.

The Depository has advised the Company and the Underwriters that it is a limited-purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a 'clearing corporation' within the meaning of the Uniform Commercial Code and a 'clearing agency', registered pursuant to the provisions of Section 17A of the Exchange Act. The Depository was created to hold securities for its participants and to facilitate the clearance and settlement of securities transactions among its participants in such securities through electronic book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. The Depository's participants include securities brokers and dealers (including the Underwriters), banks, trust companies, clearing corporations and certain other organizations, some of

which (and/or their representatives) own the Depository. Access to the Depository's book-entry system is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly. Persons who are not participants may beneficially own securities held by the Depository only through participants.

Upon the issuance of Notes by the Company represented by a Global Note, the Depository will credit, on its book-entry registration and transfer system, the respective principal amounts of the Notes represented by such Global Note to the accounts of participants. The accounts to be credited shall be designated by the Underwriters.

Payments of the principal of and any premium and interest on such Global Note will be made by the Company through the Paying Agent (as defined in the Indenture) to the Depository or its nominee, as the case may be, as the registered owner of such Global Note. Neither the Company, the Trustee, any Paying Agent nor the registrar for the Notes will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in such Global Note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

The Company has been advised that the Depository, upon receipt of any payment of principal, premium or interest in respect of such Global Note, will credit immediately the accounts of the related participants with payments in amounts proportionate to their respective holdings in principal amount of beneficial interest in such Global Note as shown on the records of the Depository. The Company expects that payments by participants to owners of beneficial interests in such Global Note will be governed by standing customer instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in 'street name'. Such payments will be the responsibility of such participants.

Book-Entry Notes will not be exchangeable at the option of the holder or holders thereof for Notes issued in certificated form. If the Depository is at any time unwilling or unable to continue as depository and a successor depository is not appointed by the Company within 90 days, the Company will issue Notes in certificated form in exchange for such Global Note. In addition, the Company may at any time determine that the Notes shall no longer be represented by such Global Note, and, in such event, will issue Notes in certificated form in exchange for such Global Note. In any such instance, an owner of a beneficial interest in such Global Note will be entitled to physical delivery in certificated form of Notes equal in principal amount to such beneficial interest and to have such Notes registered in its name. Notes so issued in certificated form will be issued in denominations of \$1,000 or any integral multiple thereof, and will be issued in fully registered form only.

INFORMATION CONCERNING THE TRUSTEE

Chase is also the trustee under the indenture under which the Company's Serial Zero Coupon Bonds Due 1997-2009 are outstanding, and is fiscal agent for the Company's 8% Bonds Due May 15, 2006. The Company has a credit agreement with a group of banks including Chase under which Chase has a commitment of \$34 million. The Company maintains deposit accounts and conducts other banking transactions with Chase.

UNDERWRITING

Subject to the terms and conditions set forth in the Underwriting Agreement, dated August 15, 1995 (the 'Underwriting Agreement'), the Company has agreed to sell to each of the Underwriters named below (the 'Underwriters'), and each of the Underwriters has severally agreed to purchase, the principal amount of Notes set forth opposite its name below:

UNDERWRITER -----	PRINCIPAL AMOUNT OF NOTES -----
Goldman, Sachs & Co.	\$ 33,400,000
J.P. Morgan Securities Inc.	33,300,000
Salomon Brothers Inc.	33,300,000

Total.....	\$100,000,000

Under the terms and conditions of the Underwriting Agreement, the Underwriters are committed to take and pay for all the Notes offered hereby, if any are taken.

The Underwriters propose to offer the Notes in part directly to retail purchasers at the initial public offering price set forth on the cover page of this Prospectus Supplement and in part to certain securities dealers at such price less a concession of 0.350% of the principal amount of the Notes. The Underwriters may allow, and such dealers may reallow, a concession not to exceed 0.250% of the principal amount of the Notes to certain brokers and dealers. After the Notes are released for sale to the public, the offering price and other selling terms may from time to time be varied by the Underwriters.

The Notes are a new issue of securities with no established trading market. The Company has been advised by the Underwriters that they intend to make a market in the Notes, but are not obligated to do so and may discontinue market making at any time without notice. No assurance can be given as to the liquidity of the trading market for the Notes.

The Company has agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933.

Each of the Underwriters may from time to time provide investment banking services to the Company and receive fees therefor. In addition, in the ordinary course of their respective businesses, affiliates of J.P. Morgan Securities Inc. have engaged, and will in the future engage, in commercial banking transactions with the Company.

EXPERTS

The Company's consolidated financial statements incorporated by reference in this Prospectus Supplement by reference to the Company's Annual Report on Form 10-K for the year ended December 31, 1994 have been so incorporated in reliance on the report of Price Waterhouse LLP ('Price Waterhouse'), independent accountants, given on the authority of said firm as experts in auditing and accounting.

With respect to the unaudited consolidated financial information of the Company for the three-month periods ended March 31, 1995 and 1994, and the three- and six-month periods ended June 30, 1995 and 1994, incorporated by reference in this Prospectus Supplement, Price Waterhouse reported that they have applied limited procedures in accordance with professional standards for a review of such information. However, their separate reports dated April 21, 1995 and July 25, 1995 incorporated by reference herein, state that they did not audit and they do not express an opinion on that unaudited consolidated financial information. Price Waterhouse has not carried out any significant or additional audit tests beyond those which would have been necessary if their reports had not been included. Accordingly, the degree of reliance on their reports on such information should be restricted in light of the limited nature of the review procedures applied. Price Waterhouse is not subject to the liability provisions of section 11 of the Securities Act of 1933 for their reports on the unaudited consolidated financial information because each report is not a 'report' or a 'part' of the registration statement prepared or certified by Price Waterhouse within the meaning of sections 7 and 11 of the Act.

LEGAL OPINIONS

The legality of the Notes offered hereby will be passed upon by Victor P. Patrick, Assistant General Counsel of the Company. At the date of this Prospectus Supplement, Mr. Patrick had no beneficial ownership interest in any shares of the Company's Common Stock and had no right to acquire shares through the exercise of vested options granted under option plans of the Company.

VALIDITY OF THE NOTES

The validity of the Notes offered hereby will be passed upon for the Underwriters by Cravath, Swaine & Moore, New York, New York.

\$460,000,000

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DEBT SECURITIES AND WARRANTS

This Prospectus covers debt securities (the 'Debt Securities') and warrants to purchase Debt Securities ('Warrants') to be issued for proceeds of up to \$460,000,000 (or the equivalent in foreign denominated currency or European Currency Units ('ECU')) which Allied-Signal Inc. (the 'Company') may issue from time to time in one or more series. The Debt Securities and Warrants will be offered directly, or through agents designated from time to time, or through broker-dealers or underwriters also to be designated. The Debt Securities and Warrants will be offered to the public on terms determined by market conditions at the time of sale. The Debt Securities and Warrants may be sold for U.S dollars, foreign denominated currency or ECU, and principal of and any interest on the Debt Securities may likewise be payable in U.S dollars, foreign denominated currency or ECU. The currency for which the Debt Securities and Warrants may be purchased and the currency in which principal of and any interest on the Debt Securities may be payable may be specifically designated by the Company.

The designation, principal amount, offering price, maturity, interest rate, and redemption provisions, if any, of the Debt Securities, the duration, offering price, exercise price and detachability of any Warrants, and the name of each agent, broker-dealer or underwriter, if any, in connection with the sale of the Debt Securities and Warrants are set forth in the accompanying Prospectus Supplement (the 'Prospectus Supplement').

If an agent of the Company or a broker-dealer or underwriter is involved in the sale of the Debt Securities and Warrants in respect of which this Prospectus is being delivered, the agent's commission or broker-dealer's or underwriter's discount will be set forth in, or may be calculated from, the Prospectus Supplement. The proceeds to the Company will be the purchase price in the case of sale through an agent or a broker-dealer, the public offering price in the case of sale through an underwriter and the exercise price if Warrants are exercised. Net proceeds to the Company will be the purchase price less commission in the case of an agent, the purchase price in the case of a broker-dealer, the public offering price less discount in the case of an underwriter and the exercise price in the case of Warrants being exercised, less, in each case, other issuance expenses. See 'Plan of Distribution' for possible indemnification arrangements for agents, broker-dealers and underwriters.

This Prospectus relates to Debt Securities and any Warrants which may be issued under Registration Statement No. 33-13211 with proceeds of approximately \$250 million and under Registration Statements No. 33-14071 and 33-00761 with proceeds of approximately \$110 million and \$100 million, respectively.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

NO DEALER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION, OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS, INCLUDING THE PROSPECTUS SUPPLEMENT, IN CONNECTION WITH THE OFFER MADE BY THIS PROSPECTUS, AND, IF GIVEN OR MADE, ANY SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY OR THE AGENTS, BROKER-DEALERS OR UNDERWRITERS. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF. THIS PROSPECTUS, INCLUDING THE PROSPECTUS SUPPLEMENT, DOES NOT CONSTITUTE AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO OR TO ANYONE TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION.

The date of this Prospectus is November 14, 1988.

IN CONNECTION WITH THIS OFFERING PURSUANT TO THIS PROSPECTUS, THE UNDERWRITERS, IF ANY, MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE DEBT SECURITIES AND ANY WARRANTS OFFERED HEREBY AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934 (the 'Exchange Act') and in accordance therewith files reports and other information with the Securities and Exchange Commission (the 'Commission'). Reports, proxy statements and other information filed by the Company with the Commission can be inspected and copied at the public reference facilities maintained by the Commission at Judiciary Plaza, Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549 and at the Commission's Regional Offices, 14th floor, 75 Park Place, New York, New York 10007 and Room 3190, 230 South Dearborn Street, Chicago, Illinois 60604. Copies of such material can be obtained from the Public Reference Section of the Commission, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. Such information of the Company should also be available for inspection at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005; the Midwest Stock Exchange, One Financial Place, 440 South LaSalle Street, Chicago, Illinois, 60605; and the Pacific Stock Exchange, 301 Pine Street, San Francisco, California 94104.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed with the Commission by the Company are incorporated by reference in this Prospectus:

- (1) the Company's Annual Report on Form 10-K for the year ended December 31, 1987;
- (2) the Company's Quarterly Reports on Form 10-Q for the quarters ended March 31 and June 30, 1988; and
- (3) the Company's Current Reports on Form 8-K dated February 26 and March 28, 1988.

All reports and other documents filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of this Prospectus and prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been issued or which deregisters all securities then remaining unissued shall be deemed to be incorporated by reference in this Prospectus and to be part hereof from the date of filing of such documents.

A copy of the documents incorporated by reference (other than exhibits thereto) will be forwarded without charge to each person to whom this Prospectus is delivered, upon such person's written or oral request to Allied-Signal Inc., Office of the Secretary, P.O. Box 4000, Morristown, New Jersey 07962, telephone number (201) 455-4188.

THE COMPANY

The Company's operations are conducted under three business segments: aerospace; automotive; and engineered materials. The Company's products are used by many major industries, including textiles, construction, plastics, electronics, automotive, chemicals, housing, telecommunications, utilities, packaging, military and commercial aviation and aerospace and in agriculture and the space program.

The principal executive offices of the Company are located at 101 Columbia Road, Morris Township, New Jersey 07962. The telephone number is 201/455-2000.

RATIO OF EARNINGS TO FIXED CHARGES (1)

	SIX MONTHS	YEARS ENDED DECEMBER 31,				
	ENDED JUNE 30, 1988	1987	1986	1985	1984	1983
Ratio of earnings to fixed charges.....	2.55	3.16	3.30	1.28 (2)	3.94	4.30

(1) The ratio of earnings to fixed charges represents the historical ratio of the Company on a continuing operations basis and is calculated on a total enterprise basis, including amounts relating to The Henley Group, Inc. ('Henley') and its unconsolidated equipment leasing and finance subsidiaries prior to 1986. The ratio of earnings to fixed charges is generally computed by dividing the sum of income from continuing operations (excluding the effect of an extraordinary item in 1987 and the cumulative effect of an accounting change in 1983), income taxes and fixed charges (excluding capitalized interest) less undistributed equity income by fixed charges. Fixed charges represent interest (including capitalized interest) and amortization of debt discount and expense and the interest factor of all rentals, consisting of an appropriate interest factor on operating leases. The Company's results reflect the discontinuance of the former electronics and instrumentation sector as well as some other smaller units (effective March 31, 1987), the sale of 50% of Union Texas Petroleum Holdings, Inc. ('Union Texas') (effective June 30, 1985), and the consolidation of The Signal Companies, Inc. (effective October 1, 1985).

(2) Reflects the impact of after-tax provisions for streamlining and restructuring and nonrecurring items aggregating \$676 million for the spin-off of Henley, the write-down to net realizable value of certain operations disposed of, the rationalization of facilities, medical benefits for retirees of disposed operations and certain environmental liabilities, partly offset by a gain resulting from the sale of 50% of Union Texas.

USE OF PROCEEDS

The net proceeds to be received by the Company from sales of the Debt Securities and Warrants and the exercise of Warrants will be used for general corporate purposes which may include working capital, capital expenditures, stock repurchases and repayment of borrowings. Further information with respect to use of the net proceeds of the sale of the Debt Securities and Warrants to which this Prospectus relates will be set forth in Prospectus Supplements.

DESCRIPTION OF DEBT SECURITIES

The following statements are subject to the detailed provisions of the Indenture dated as of October 1, 1985 (the 'Indenture') between the Company and the Chase Manhattan Bank (National Association, as trustee (the 'Trustee')). References to particular sections of the Indenture are noted below.

GENERAL

The Company has issued debt securities in the principal amount of \$672,500,000 under the Indenture. The Indenture does not limit the amount of debt securities which may be issued thereunder. The Debt Securities and Warrants to which this Prospectus relates will be issued from time to time with aggregate proceeds of up to \$460,000,000 or the equivalent thereof in foreign denominated currency or ECU, and will be offered to the public on terms determined by market conditions at the time of sale. The Debt Securities may be issued in one or more series with the same or various maturities and may

be sold at par or at an original issue discount. Debt Securities sold at an original issue discount may bear no interest or interest at a rate which is below market rates. The Debt Securities will be unsecured and issued in fully registered form without coupons or in bearer form with coupons (Sections 301 and 302).

Reference is made to the Prospectus Supplement for the following terms to the extent they are applicable to the Debt Securities offered hereby: (i) designation, aggregate principal amount, denomination and currency; (ii) date of maturity; (iii) currency or currencies for which Debt Securities may be purchased and currency or currencies in which principal of and any interest may be payable; (iv) if the currency for which Debt Securities may be purchased or in which principal of and any interest may be payable is at the purchaser's election, the manner in which such an election may be made; (v) interest rate; (vi) the times at which interest will be payable; (vii) redemption date and redemption price; (viii) federal income tax consequences; and (ix) any other specific terms of the Debt Securities.

COVENANTS CONTAINED IN INDENTURE

The Company will covenant not to issue, assume or guarantee any indebtedness for borrowed money secured by liens on (a) any property located in the United States which is (i) in the opinion of the Board of Directors, a principal manufacturing property or (ii) an oil, gas or mineral producing property, or (b) any shares of capital stock or indebtedness of any subsidiary owning such property, without equally and ratably securing the Debt Securities, subject to certain exceptions specified in the Indenture. Exceptions include: (1) existing liens on property of the Company or liens on property of corporations at the time such corporations become subsidiaries of or are merged with the Company; (2) liens existing on property when acquired, or incurred to finance the purchase price thereof; (3) certain liens on property to secure the cost of exploration, drilling or development of, or improvements on, such property; (4) certain liens in favor of or required by contracts with governmental entities; and (5) indebtedness secured by liens otherwise prohibited by such covenant not exceeding 10% of the consolidated net tangible assets of the Company and its consolidated subsidiaries. Transfers of oil, gas or other minerals in place for a period of time until the transferee receives a specified amount of money or of such minerals or any other transfers commonly referred to as 'production payments,' are outside the scope of this covenant and are thus permitted without restriction. The Company will also covenant not to enter into any sale and lease-back transaction covering any property located in the United States which is (i) in the opinion of the Board of Directors, a principal manufacturing property or (ii) an oil, gas or mineral producing property, unless (1) the Company would be entitled under the provisions described above in this paragraph to incur debt equal to the value of such sale and lease-back transactions, secured by liens on the property to be leased, without equally securing the outstanding Debt Securities, or (2) the Company, during the four months following the effective date of such sale and lease-back transaction, applies an amount equal to the value of such sale and lease-back transaction to the voluntary retirement of long-term indebtedness of the Company or a subsidiary (Sections 101, 1005 and 1006).

MODIFICATION AND WAIVER

Other than modifications and amendments not adverse to holders of the Debt Securities, modifications and amendments of the Indenture and waivers of compliance with Indenture covenants may be made only with the consent of the holders of a majority in aggregate principal amount at maturity of the Debt Securities of each series to be affected outstanding at that time (voting as a class); provided, however, that the consent of all holders of each outstanding series of Debt Securities affected thereby will be required, among other things, to (a) change the stated maturity of such Debt Securities; (b) reduce the principal amount thereof; (c) reduce the rate or extend the time of payment of interest, if any, thereon; or (d) impair the right to institute suit for the enforcement of any such payment on or after the respective due dates thereof (Section 902). The holders of not less than a majority in aggregate principal amount at maturity of outstanding Debt Securities of each series affected thereby may waive any past default under the Indenture and its consequences, except a default (a) in the payment of the principal of, premium, if any, or interest, if any, on such Debt Securities, or (b) in respect of a covenant or provision which cannot be modified or amended without the consent of all the holders of each outstanding series of Debt Securities affected thereby (Section 507).

INFORMATION CONCERNING THE TRUSTEE

The Chase Manhattan Bank (National Association) ('Chase') is also the trustee under the indenture under which the Company's Serial Zero Coupon Bonds Due 1987-2009 are outstanding and a Note Facility Agreement pursuant to which approximately \$96,000,000 of variable rate notes are outstanding, and is fiscal agent for the Company's 8% Bonds Due May 15, 2006. The Company has a credit agreement with a group of banks including Chase under which Chase has a commitment of \$125 million, and a subsidiary of Chase is acting as marketing, placement and indexing agent for the above-referenced variable rate notes. The Company maintains deposit accounts and conducts other banking transactions with Chase.

EVENTS OF DEFAULT

Events of Default with respect to any series of Debt Securities under the Indenture will include: (a) default in payment of any principal on such series, except for principal due upon sinking fund redemptions; (b) default in the payment of any installment of interest, if any, or sinking fund redemption, if any, on such series and continuance of such default for a period of 30 days; (c) default for 90 days after notice in the performance of any other covenant in the Indenture; or (d) certain events of bankruptcy, insolvency or reorganization in respect of the Company (Section 501). The Trustee may withhold notice to the holders of Debt Securities of any default (except in the payment of principal of or interest, if any, on such series of Debt Securities) if it considers such withholding to be in the interest of holders of Debt Securities (Section 508). No Event of Default with respect to a particular series of Debt Securities issued under the Indenture necessarily constitutes an Event of Default with respect to any other series of Debt Securities.

On the occurrence of an Event of Default, the Trustee or the holders of at least 25% in principal amount at maturity of Debt Securities of each such series then outstanding may declare the principal (or in the case of Debt Securities sold at an original issue discount, the amount specified in the terms thereof) to be due and payable immediately (Section 501). Upon payment of such amount, together with any premium or interest due thereon, if any, all the Company's obligations in respect to payment of indebtedness on such Debt Securities will terminate (Sections 401, 501 and 502).

Within 120 days after the end of each fiscal year, certain officers of the Company are required to inform the Trustee whether they know of any default, specifying any such default and the nature and status thereof (Section 1004). Subject to provisions relating to its duties in case of default, the Trustee is under no obligation to exercise any of its rights or powers under the Indenture at the request, order or direction of any holders of Debt Securities unless such holders of Debt Securities shall have offered to the Trustee reasonable indemnity (Section 603).

DEFEASANCE OF THE INDENTURE AND DEBT SECURITIES

If the Company deposits or causes to be deposited with the Trustee in trust an amount in money or the equivalent in securities of the government which issued the currency in which the Debt Securities are denominated or government agencies backed by the full faith and credit of such government sufficient to pay and discharge the principal at maturity of, and interest, if any, to the date of maturity on, a then outstanding series of Debt Securities, and if the Company has paid or caused to be paid all other sums payable by it under the Indenture with respect to such series, then the Indenture will cease to be of further effect with respect to such series (except as to the Company's obligations to compensate, reimburse and indemnify the Trustee pursuant to the Indenture with respect to such series), and the Company will be deemed to have satisfied and discharged the Indenture with respect to such series (Section 401). In the event of any such defeasance, holders of such Debt Securities would be able to look only to such trust fund for payment of principal and premium, if any, and interest, if any, on their Debt Securities until maturity.

Such defeasance may be treated as a taxable exchange of the related Debt Securities for an issue of obligations of the trust or a direct interest in the cash and securities held in the trust. In that case holders of such Debt Securities would recognize gain or loss as if the trust obligations or the cash or securities deposited, as the case may be, had actually been received by them in exchange for their Debt Securities. Such holders thereafter might be required to include in income a different amount than

would be includable in the absence of defeasance. Prospective investors are urged to consult their own tax advisors as to the specific consequences of defeasance.

DESCRIPTION OF WARRANTS

The Company repurchased in 1988 warrants to purchase \$100,000,000 of its 10.48% Notes Due November 1, 1995 which it issued in 1985 and may issue other Warrants for the purchase of Debt Securities. Warrants may be issued independently or together with any Debt Securities offered by any Prospectus Supplement and may be attached to or separate from such Debt Securities. The Warrants are to be issued under Warrant Agreements to be entered into between the Company and a bank or trust company, as Warrant Agent, all as set forth in the Prospectus Supplement relating to the particular issue of Warrants. The Warrant Agent will act solely as an agent of the Company in connection with the Warrant Certificates and will not assume any obligation or relationship of agency or trust for or with any holders of Warrant Certificates or beneficial owners of Warrants. A copy of the form of Warrant Agreement, including the form of Warrant Certificate representing the Warrants, is filed with the Commission as an exhibit to the Registration Statement to which this Prospectus pertains. The following summaries of certain provisions of the form of Warrant Agreement and Warrant Certificate do not purport to be complete and are subject to, and are qualified in their entirety by reference to, all the provisions of the Warrant Agreement and the Warrant Certificate.

GENERAL

If Warrants are offered, the Prospectus Supplement will describe the terms of the Warrants, including the following: (i) the offering price; (ii) the currency for which Warrants may be purchased; (iii) the designation, aggregate principal amount, currency and terms of the Debt Securities purchasable upon exercise of the Warrants; (iv) if applicable, the designation and terms of the Debt Securities with which the Warrants are issued and the number of Warrants issued with each such Debt Security; (v) if applicable, the date on and after which the Warrants and the related Debt Securities will be separately transferable; (vi) the principal amount of Debt Securities purchasable upon exercise of one Warrant and the price and currency at which such principal amount of Debt Securities may be purchased upon such exercise; (vii) the date on which the right to exercise the Warrants shall commence and the date (the 'Expiration Date') on which such right shall expire; (viii) federal income tax consequences; (ix) whether the Warrants represented by the Warrant Certificates will be issued in registered or bearer form; and (x) any other terms of the Warrants.

Warrant Certificates may be exchanged for new Warrant Certificates of different denominations, may (if in registered form) be presented for registration of transfer, and may be exercised at the corporate trust office of the Warrant Agent or any other office indicated in the Prospectus Supplement. Prior to the exercise of their Warrants, holders of Warrants will not have any of the rights of holders of the Debt Securities purchasable upon such exercise, including any right to receive payments of principal of, premium, if any, or interest, if any, on the Debt Securities purchasable upon such exercise or to enforce covenants in the Indenture.

EXERCISE OF WARRANTS

Each Warrant will entitle the holder to purchase such principal amount of Debt Securities at such exercise price as shall in each case be set forth in, or calculable from, the Prospectus Supplement relating to the Warrants. Warrants may be exercised at any time up to 5:00 P.M. New York time on the Expiration Date set forth in the Prospectus Supplement relating to such Warrants. After the close of business on the Expiration Date (or such later date to which such Expiration Date may be extended by the Company), unexercised Warrants will become void.

Warrants may be exercised by delivery to the Warrant Agent of payment as provided in the Prospectus Supplement of the amount required to purchase the Debt Securities purchasable upon such exercise together with certain information set forth on the reverse side of the Warrant Certificate. Warrants will be deemed to have been exercised upon receipt of the exercise price, subject to the receipt within five business days of the Warrant Certificate evidencing such Warrants. Upon receipt of such payment and the Warrant Certificate properly completed and duly executed at the corporate trust office of the Warrant Agent or any other office indicated in the Prospectus Supplement, the Company

will, as soon as practicable, issue and deliver the Debt Securities purchasable upon such exercise. If fewer than all of the Warrants represented by such Warrant Certificate are exercised, a new Warrant Certificate will be issued for the remaining amount of Warrants.

PLAN OF DISTRIBUTION

The Company may sell the Debt Securities and Warrants being offered hereby: (i) directly to purchasers; (ii) through agents; (iii) to broker-dealers as principals; and (iv) through underwriters.

Offers to purchase Debt Securities and Warrants may be solicited directly by the Company or by agents designated by the Company from time to time. Any such agent, who may be deemed to be an underwriter as that term is defined in the Securities Act of 1933 (the 'Act'), involved in the offer or sale of the Debt Securities and Warrants in respect of which this Prospectus is delivered will be named, and any commissions payable by the Company to such agent set forth, in a Prospectus Supplement. Unless otherwise indicated in such Prospectus Supplement, any such agent will be acting on a best efforts basis.

If a broker-dealer is utilized in the sale of the Debt Securities and Warrants in respect of which this Prospectus is delivered or if Warrants are exercised by a broker-dealer, the Company will sell such Debt Securities and Warrants to the dealer, as principal. The dealer may then resell such Debt Securities and Warrants to the public at varying prices to be determined by such dealer at the time of resale.

If an underwriter or underwriters are utilized in the sale, the Company will enter into an underwriting agreement with such underwriters at the time of sale to them and the names of the underwriters and the terms of the transaction will be set forth in a Prospectus Supplement, which will be used by the underwriters to make resales of the Debt Securities and Warrants in respect of which this Prospectus is delivered to the public.

Agents, broker-dealers or underwriters may be entitled under agreements which may be entered into with the Company to indemnification by the Company against certain civil liabilities, including liabilities under the Act, and may be customers of, engage in transactions with or perform services for the Company in the ordinary course of business.

The place and time of delivery for the Debt Securities and Warrants in respect of which this Prospectus is delivered are set forth in the accompanying Prospectus Supplement.

EXPERTS

The consolidated financial statements of the Company incorporated by reference to the Company's Annual Report on Form 10-K for the year ended December 31, 1987 have been so incorporated in reliance on the report of Price Waterhouse, independent accountants, given on their authority as experts in auditing and accounting.

With respect to the unaudited interim consolidated financial information included in the Company's Quarterly Reports on Form 10-Q incorporated by reference herein, Price Waterhouse performs reviews based on procedures adopted by the American Institute of Certified Public Accountants. However, as stated in their separate reports included in such Form 10-Q's, they do not audit and they do not express an opinion on the unaudited interim consolidated financial information. Price Waterhouse does not carry out any significant or additional audit tests beyond those which would have been necessary if their reports had not been included in such Form 10-Q's. Accordingly, each such report is not a 'report' or 'part of a registration statement' within the meaning of Sections 7 and 11 of the Securities Act of 1933, and the liability provisions of Section 11 of such Act do not apply.

LEGAL OPINIONS

The legality of the Debt Securities and Warrants offered hereby will be passed upon by Martin B. Cohen, Assistant General Counsel of the Company. At the date of this Prospectus, Mr. Cohen beneficially owned 994 shares of the Company's Common Stock and had the right to acquire 2,379 shares through the exercise of vested options granted under option plans of the Company.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. NEITHER THIS PROSPECTUS SUPPLEMENT NOR THE PROSPECTUS CONSTITUTES AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE SECURITIES DESCRIBED IN THIS PROSPECTUS SUPPLEMENT OR AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY SUCH SECURITIES IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION. NEITHER THE DELIVERY OF THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE OF THE PROSPECTUS OR THIS PROSPECTUS SUPPLEMENT OR THAT THE INFORMATION HEREIN OR THEREIN IS CORRECT AS OF ANY TIME SINCE SUCH DATE.

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\$100,000,000

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6.75% NOTES
DUE AUGUST 15, 2000

PROSPECTUS SUPPLEMENT

GOLDMAN, SACHS & CO.
J.P. MORGAN SECURITIES INC.
SALOMON BROTHERS INC