

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORTPursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (date of earliest event reported): September 28, 1995

HUBBELL INCORPORATED

(Exact name of registrant as specified in its charter)

Connecticut

1-2958

06-0397030

(State or other
jurisdiction of
incorporation)(Commission
File Number)(IRS Employer
Identification No.)

584 Derby Milford Road, Orange, CT

06477

(Address of principal executive offices)

(Zip Code)

Registrant's telephone number, including area code: (203) 799-4100

Item 5. Other Events.

On September 28, 1995, Hubbell Incorporated (the "Company") entered into an underwriting agreement (the "Underwriting Agreement", a copy of which is attached hereto as Exhibit 1.1) with Morgan Stanley & Co. Incorporated, Lehman Brothers Inc. and J.P. Morgan Securities Inc. (the "Underwriters"), which incorporates by reference the Hubbell Incorporated Underwriting Agreement - Standard Provisions (Debt Securities) dated September 28, 1995, a copy of which was attached to a Registration Statement on Form S-3 (File No. 33-61909) of the Company as Exhibit 1.

Pursuant to the Underwriting Agreement, the Company issued and sold and the Underwriters purchased, severally, \$100,000,000 aggregate principal amount of the Company's 6-5/8% Notes due 2005 (the "Notes"). A form of the Note is attached hereto as Exhibit 4.1.

Item 7. Financial Statements and Exhibits.

(c) The following exhibits are filed as part of this Form 8-K:

1.1 Underwriting Agreement, dated September 28, 1995, among Hubbell Incorporated and Morgan Stanley & Co. Incorporated, Lehman Brothers Inc. and J.P. Morgan Securities Inc.

4.1 Form of 6-5/8% Note due 2005.

SIGNATURE

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 hereunto duly authorized.

HUBBELL INCORPORATED

Date: October 3, 1995

By: /s/ RICHARD W. DAVIES

Name: Richard W. Davies

Title: General Counsel and Secretary

EXHIBIT INDEX

Exhibit No.	Description
1.1	Underwriting Agreement, dated September 28, 1995, among Hubbell Incorporated and Morgan Stanley & Co. Incorporated, Lehman Brothers Inc. and J.P. Morgan Securities Inc.
4.1	Form of 6-5/8% Note due 2005.

UNDERWRITING AGREEMENT

September 28, 1995

Hubbell Incorporated
 584 Derby Milford Road
 Orange, Connecticut 06477-4024

Dear Sirs and Mesdames:

We (the "Manager") are acting on behalf of the underwriter or underwriters (including ourselves) named below (such underwriter or underwriters being herein called the "Underwriters"), and we understand that Hubbell Incorporated, a Connecticut corporation (the "Company"), proposes to issue and sell \$100,000,000 aggregate principal amount of 6 5/8% Notes due 2005 (the "Debt Securities"). (The Debt Securities are also referred to herein as the "Offered Securities.") The Debt Securities will be issued pursuant to the provisions of an Indenture, dated as of September 15, 1995, between the Company and Chemical Bank, as Trustee (the "Indenture").

Subject to the terms and conditions set forth or incorporated by reference herein, the Company hereby agrees to sell to the several Underwriters, and each Underwriter agrees, severally and not jointly, to purchase from the Company the respective principal amount of Debt Securities set forth below opposite its name at a purchase price of 98.73% of the principal amount of Debt Securities, plus accrued interest from October 1, 1995, to the date of payment and delivery:

Name -----	Principal Amount of Debt Securities -----
Morgan Stanley & Co. Incorporated	\$ 33,334,000
Lehman Brothers Inc.	\$ 33,333,000
J.P. Morgan Securities Inc.	\$ 33,333,000

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

The Underwriters will pay for the Offered Securities upon delivery thereof at the offices of Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York at 10:00 a.m. (New York time) on October 3, 1995, or at such other time, not later than 5:00 p.m. (New York time) on October 10, 1995, as shall be mutually agreed to by the Manager and the Company. The time and date of such payment and delivery are hereinafter referred to as the Closing Date.

The Offered Securities shall have the terms set forth in the Prospectus dated September 8, 1995, and the Prospectus Supplement dated September 28, 1995, including the following:

Terms of Debt Securities

Maturity Date:	October 1, 2005
Interest Rate:	6-5/8%
Redemption Provisions:	None
Interest Payment Dates:	April 1 and October 1 commencing April 1, 1996 (Interest accrues from October 1, 1995)
Form and Denomination:	The Debt Securities will be issued in the form of and be represented by one fully registered global security in an aggregate principal amount of \$100,000,000
Ranking:	The indebtedness represented by the Debt Securities will rank senior to all indebtedness of the Company that by its terms is subordinated in right of payment

All provisions contained in the document entitled Hubbell Incorporated Underwriting Agreement Standard Provisions (Debt Securities) dated September 28, 1995, a copy of which is attached hereto, are herein incorporated by reference in their entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein, except that (i) if any term defined in such document is otherwise defined herein, the definition set forth herein shall control, (ii) any references in such document to a type of security that is not an Offered Security shall not be deemed to be a part of this Agreement, (iii) the term "Manager" as used therein shall, for purposes of this Agreement, mean Morgan Stanley & Co. Incorporated,

Lehman Brothers Inc. and J.P. Morgan Securities Inc. whose authority hereunder may be exercised by them jointly or by Morgan Stanley & Co. Incorporated, (iv) the final proviso of Section 7(a) of such document is deleted in its entirety for purposes of this Agreement and (v) all references in such document to a type of agreement that has not been entered into in connection with the transactions contemplated hereby shall not be deemed to be a part of this Agreement.

Please confirm your agreement by having an authorized officer sign a copy of this Agreement in the space set forth below. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Very truly yours,

MORGAN STANLEY & CO. INCORPORATED
LEHMAN BROTHERS INC.
J.P. MORGAN SECURITIES INC.

Acting severally on behalf of themselves
and the several Underwriters named herein

By: MORGAN STANLEY & CO. INCORPORATED

By: /s/ JENNIFER A. HARRIS

Name: Jennifer A. Harris
Title: Vice President

Accepted:

HUBBELL INCORPORATED

By: /s/ HARRY B. ROWELL, JR.

Name: Harry B. Rowell, Jr.
Title: Executive Vice President

[FORM OF NOTE]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Company (as defined below) or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This Debt Security 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 such nominee to a successor Depository or a nominee of such successor Depository, unless and until this Debt Security is exchanged in whole or in part for Debt Securities in definitive form.

HUBBELL INCORPORATED

6 5/8% Notes due 2005

No. _____

\$100,000,000

CUSIP: 443510AA0

Hubbell Incorporated, a Connecticut corporation (herein called the "Company", which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to _____, or registered assigns, the principal sum of \$100,000,000 on October 1, 2005, at the office or agency of the Company referred to below, and to pay interest thereon from October 1, 1995 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears, on April 1 and October 1 in each year, commencing April 1, 1996, at the rate of 6-5/8% per annum, until the principal hereof is paid or duly provided for, and (to the extent lawful) to pay on demand interest on any overdue interest at the rate borne by the Securities from the date on which such overdue interest becomes payable to the date payment of such interest has been made or duly provided for. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid, in immediately available funds, to the Person in whose name this Security (or one or more Predecessor Securities) is

registered at the close of business on the Regular Record Date for such interest, which shall be the March 15 or September 15, as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Registered Holder on such Regular Record Date, and such Defaulted Interest, and (to the extent lawful) interest on such Defaulted Interest at the rate borne by the Securities, may be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities may be listed, and upon such notice as may be required by such exchange, all as more fully provided in such Indenture. Payment of the principal of and interest on this Security will be made at the Corporate Trust Office of the Trustee or such other office or agency of the Company as may be designated for such purpose, in immediately available funds in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided however, that each installment of interest and principal on this Security may at the Company's option be paid in immediately available funds by transfer to an account maintained by the payee located in the United States.

This Security is one of a duly authorized issue of securities of the Company (herein called the "Securities"), unlimited in aggregate principal amount, issued and to be issued in one or more series under an indenture dated as of September 15, 1995 (the "Indenture") between the Company and Chemical Bank, as trustee (herein called the "Trustee", which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties, obligations and immunities thereunder of the Company, the Trustee and the Holders of the Securities, and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of a series designated as 6-5/8% Notes due 2005, limited in aggregate principal amount to \$100,000,000. This Security is a global Security representing all of the Securities of such series.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Securities of this series are not subject to any sinking fund and are not subject to redemption prior to maturity.

The Indenture contains provisions for defeasance at any time of (a) the entire indebtedness of the Company on this Security and (b) certain restrictive covenants and the related Defaults and Events of Default, upon compliance by the Company with certain conditions set forth therein, which provisions apply to this Security.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of each series affected thereby. The Indenture also contains provisions permitting the Holders of not less than specified percentages in aggregate principal amount of the Outstanding Securities of each series, on behalf of the Holders of all the Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by or on behalf of the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether notation of such consent or waiver is made upon this Security.

As set forth in, and subject to, the provisions of the Indenture, no Holder of any Security of this series will have any right to institute any proceeding with respect to the Indenture or for any remedy thereunder, unless such Holder shall have previously given to the Trustee written notice of a continuing Event of Default with respect to this series, the Holders of not less than 25% in principal amount of the Outstanding Securities of this series shall have made written request, and offered reasonable indemnity, to the Trustee to institute such proceeding as trustee, and the Trustee shall not have received from the Holders of a majority in principal amount of the Outstanding Securities of this series a direction inconsistent with such request and shall have failed to institute such proceeding within 60 days; provided however, that such limitations do not apply to a suit instituted by the Holder hereof for the enforcement of payment of the principal of or interest on this Security on or after the respective due dates expressed herein.

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

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is

registerable on the Security Register of the Company, upon surrender of this Security for registration of transfer at the Corporate Trust Office of the Trustee maintained for such purpose in New York, New York, or at such other office or agency as the Company may designate, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

No service charge shall be made for any registration of transfer or exchange of Securities, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to the time of due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the absolute owner hereof for all purposes, whether or not this Security be overdue, and none of the Company, the Trustee or any agent of the Company or the Trustee shall be affected by notice to the contrary.

If at any time, (i) the Depositary is at any time unwilling or unable to continue as Depositary and a successor Depositary is not appointed by the Company within 90 days after the Company becomes aware of such condition, or (ii) the Company determines that the Securities shall no longer be represented by a global Security or Securities, then the Company will execute and the Trustee will authenticate and deliver Registered Securities of such series in definitive registered form, in authorized denominations, and in an aggregate principal amount equal to the principal amount of this Security in exchange for this Security. Such Securities in definitive registered form shall be registered in such names and issued in such authorized denominations as the Depositary, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. The Trustee shall deliver such Securities to the Persons in whose names such Securities are so registered.

Unless the certificate of authentication hereon has been duly executed by or on behalf of Chemical Bank, the Trustee under the Indenture, or its successor thereunder, by the manual signature of one of its authorized officers, this Security shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

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

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated: October 3, 1995

HUBBELL INCORPORATED

By _____

Attest:

Authorized Signature

[Seal]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Securities of a series referred to in the within-mentioned Indenture.

CHEMICAL BANK, as Trustee

By _____
Authorized Signatory

Dated: October 3, 1995