UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

[X]QUARTERLY REPORT PURSUANT TO SECTION 13 or 15 (d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the Quarterly Period Ended June 30, 1995

OR

[ ]TRANSITION REPORT PURSUANT TO SECTION 13 OR 15 (d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File Number 1-3970

HARSCO CORPORATION
(Exact name of registrant as specified in its charter)

Delaware 23-1483991
(State of incorporation) (I.R.S. Employer Identification No.)

Camp Hill, Pennsylvania 17001-8888
(Address of principal executive offices) (Zip Code)

Registrant's Telephone Number(717) 763-7064

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 (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.
YES [X] NO

Title of Each Class	Outstanding Shares at June 30, 1995
Common Stock Par Value $1.25	25,294,485
Preferred Stock Purchase Rights	25,294,485

HARSCO CORPORATION AND SUBSIDIARY COMPANIES
PART I - FINANCIAL INFORMATION

ITEM 1.FINANCIAL STATEMENTS

CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)

	Three Months Ended June 30		Six Months Ended June 30	
(In thousands, except per share amounts)	1995	1994	1995	1994
Revenues:				
Net sales	$377,282	$338,056	$734,161	$656,728
Equity in income of unconsolidated entities	9,206	20,796	27,743	35,824
Gain on sale of investments	-	-	-	5,867
Other revenues	225	247	751	4,348
Total revenues	386,713	359,099	762,655	702,767
Costs and expenses:				
Cost of sales	291,281	265,533	568,178	518,530
Selling, general and administrative expenses	48,783	50,335	98,408	97,995
Research and development	1,200	1,792	2,343	2,723
Facilities discontinuance and reorganization costs	1,182	2,802	2,495	2,819
Other	(1,796)	(910)	(4,380)	124
Total costs and expenses	340,650	319,552	667,044	622,191
Income before interest, taxes, and minority interest	46,063	39,547	95,611	80,576
Interest income	1,876	1,375	3,373	2,856
Interest expense	(7,510)	(8,805)	(15,020)	(17,135)
Income before taxes and minority interest	40,429	32,117	83,964	66,297
Provision for income taxes	15,332	14,036	32,746	28,972

Income before minority interest	25,097	18,081	51,218	37,325
Minority interest	538	534	1,199	1,150
Net income	$24,559	$17,547	$50,019	$36,175
Average shares of common stock outstanding	25,270	25,118	25,236	25,065
Net income per share	$0.97	$0.70	$1.98	$1.44
Cash dividends declared per share	$0.37	$0.35	$0.74	$0.70

See accompanying notes to consolidated financial statements.

CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

(In thousands)	June 30 1995	December 31 1994
ASSETS		
Current assets:		
Cash and cash equivalents	$27,769	$43,550
Receivables	345,230	350,578
Inventories:		
Finished goods	31,637	25,641
Work in process	32,325	28,625
Raw material and purchased parts	55,955	53,338
Stores and supplies	15,227	13,595
Total inventories	135,144	121,199
Other current assets	32,128	21,432
Total current assets	540,271	536,759
Property, plant and equipment, at cost	1,049,159	984,930
Allowance for depreciation	(594,513)	(549,962)
	454,646	434,968
Cost in excess of net assets of companies acquired, net	216,237	213,480
Investments	36,424	43,711
Other assets	85,344	85,731
	$1,332,922	$1,314,649
LIABILITIES		
Current liabilities:		
Notes payable and current maturities	$120,787	$25,738
Accounts payable	91,820	92,166
Accrued compensation	35,231	37,837
Income taxes	6,454	10,971
Other current liabilities	124,320	115,709
Total current liabilities	378,612	282,421
Long-term debt	227,605	340,246
Deferred income taxes	28,311	29,217
Other liabilities	76,464	81,543
	710,992	733,427
SHAREHOLDERS' EQUITY		
Common stock and additional paid-in capital	139,311	134,499
Cumulative adjustments for translation and pension liability	(10,659)	(16,119)
Retained earnings	685,314	653,996
Treasury stock	(192,036)	(191,154)
	621,930	581,222
	$1,332,922	$1,314,649

See accompanying notes to consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

(In thousands)	Three Months Ended June 30 1995	1994	Six Months Ended June 30 1995	1994
Cash flows from operating activities:				
Net income	$24,559	$17,547	$50,019	$36,175
Adjustments to reconcile net income to net cash provided by operating activities:				
Depreciation	24,119	23,124	47,229	44,314
Amortization	2,435	2,135	4,973	4,498
Gain on sale of investments	-	-	-	(5,867)
Equity in earnings of unconsolidated entities	(9,206)	(20,887)	(27,743)	(35,300)
Dividends or distributions from unconsolidated entities	19,224	32,278	22,549	32,278
Other, net	2,697	3,495	(3,182)	1,569
Changes in assets and liabilities, net of acquisition of a business and formation of a partnership:				
Notes and accounts receivables	(68)	(10,432)	25,645	(14,898)
Inventories	1,016	(7,190)	(13,961)	(11,216)
Accounts payable	(5,146)	12,151	(9,965)	946
Other assets and liabilities	(19,835)	(18,295)	(9,191)	(24,376)
Net cash provided by operating activities	39,795	33,926	86,373	28,123
Cash flows from investing activities:				
Expenditures for property, plant and equipment, net of disposals	(30,944)	(15,865)	(54,076)	(31,065)
Purchase of business, net of cash acquired	(154)	-	(3,362)	-
Net (Purchases), maturities, and sales of investments	(3,067)	-	(2,067)	7,617
Other investing activities	1,660	-	2,174	(6,943)
Net cash (used) by investing activities	(32,505)	(15,865)	(57,331)	(30,391)
Cash flows from financing activities:				
Short-term and long-term debt, net	(87)	(6,975)	(3,429)	(20,545)
Current maturities and long-term debt				
Additions	27,586	53,351	42,695	87,765
Reductions	(33,771)	(50,839)	(69,223)	(54,160)
Cash dividends paid on common stock	(9,340)	(8,790)	(18,659)	(17,531)
Common stock issued-options	2,344	2,063	3,930	5,678
Other Financing Activities	(19)	215	(240)	215
Net cash provided (used) by financing activities	(13,287)	(10,975)	(44,926)	1,422
Effect of exchange rate changes on cash	58	822	103	229
Net increase (decrease) in cash and cash equivalents	(5,939)	7,908	(15,781)	(617)
Cash and cash equivalents at beginning of period	33,708	50,215	43,550	58,740
Cash and cash equivalents at end of period	$27,769	$58,123	$27,769	$58,123

Reclassified

See accompanying notes to consolidated financial statements.

REVIEW OF OPERATIONS BY GROUP
(Unaudited)

SALES (In millions)	Three Months Ended June 30 1995	1994	Six Months Ended June 30 1995	1994
Metal Reclamation and Mill Services	$151.2	$129.5	$292.9	$247.5
Infrastructure and Construction	109.1	103.5	202.1	194.9
Process Industry Products	117.0	105.0	239.2	214.3
Total	$377.3	$338.0	$734.2	$656.7

Effective January 1, 1995, the Infrastructure, Construction and Transportation Group was renamed the Infrastructure and

Construction Group due to the Company's announced exit from the school bus business. The Company ceased all bus operations in June 1995. School bus sales included under this Group were $7.2 million and $6.2 million for the second quarter of 1995 and 1994, respectively. For the six months of 1995 and 1994, school bus sales were $15.7 million and $10.7 million, respectively. Additionally, 1994 includes truck sales of $3.3 million for the second quarter and $3.5 million for the six months. Truck operations were ended in June 1994.

INCOME BEFORE TAX AND MINORITY INTEREST (In millions)	Three Months Ended June 30		Six Months Ended June 30	
	1995	1994	1995	1994
Group operating profit:				
Metal Reclamation and Mill Services	$23.2	$11.6	$37.3	$16.9
Infrastructure and Construction	9.6	4.1	13.2	6.7
Process Industry Products	8.6	8.9	21.1	19.9
	41.4	24.6	71.6	43.5
Facilities discontinuance and reorganization costs	(.5)	(2.6)	(1.7)	(2.7)
Total group operating profit	40.9	22.0	69.9	40.8
Equity in income of unconsolidated entities	9.2	20.8	27.7	35.8
Gain on sale of investments	-	-	-	5.9
Claim settlements	-	-	-	3.8
Interest expense	(7.5)	(8.8)	(15.0)	(17.1)
Unallocated income (expense)	(2.1)	(1.9)	1.4	(2.9)
Total pre-tax income	$40.5	$32.1	$84.0	$66.3

The Infrastructure and Construction Group includes operating losses related to the school bus business for the second quarter of 1995 and 1994 of $3.0 million and $3.6 million, respectively. For the six months of 1995 and 1994, operating losses were $6.2 million and $6.7 million, respectively. Additionally, 1994 includes truck operating losses of $.6 million for the second quarter and $1.9 million for the six months.

Cash payments for interest on all debt, net of amounts capitalized, were $14,708,000 for the first six months of 1995 and $17,715,000 for the first six months of 1994. Cash payments for income taxes were $31,057,000 for the first six months of 1995 and $20,728,000 for the first six months of 1994.

Notes to Consolidated Financial Statements

Receivables:

As of June 30, 1995, Receivables include $62,455,000 of unbilled receivables representing the Company's claim against the U.S. Government for Federal Excise Taxes and related claims on the five-ton truck contract. See "Commitments and Contingencies" for additional disclosure on this claim.

Commitments and Contingencies:

Federal Excise Tax and Other Matters Related to the Five-ton Truck Contract:

Subsequent to the award of the five-ton truck contract in 1986, the Federal Excise Tax (FET) law, which was due to expire on October 1, 1988, was extended. The Company and its legal counsel consider that the excise tax required to be paid by the extension of the law constitutes an after-imposed tax and therefore is subject to recovery by a price adjustment. In January 1993, the Armed Services Board of Contract Appeals decided in favor of the Company's position, ruling that Harsco is entitled to a price adjustment to the contract to reimburse FET paid on vehicles that were to be delivered after October 1, 1988. The Government filed a motion requesting the Armed Services Board of Contract Appeals to reopen the proceedings to admit additional evidence or alternatively to reconsider its decision. On February 25, 1994, the Armed Services Board of Contract Appeals denied the Government's motions. In June 1994, the Government appealed these decisions to the Court of Appeals for the Federal Circuit, but voluntarily withdrew its appeal effective August 16, 1994. On February 23, 1995, the Government filed another motion to reopen the proceedings at the Armed Services Board of Contract Appeals to allow additional discovery or alternatively, to reconsider its decision. The Company will oppose this motion. The Government might also seek to overturn the decision in a separate legal action based upon the results of the continuing investigation described below.

As previously reported, the Company had already anticipated prevailing on its claims and recorded as an account receivable the amount of the FET it has paid on these vehicles of approximately $47 million, and the related claim arising from changes in shipment destinations of approximately $15 million. The January 1993 decision only rules upon the Company's claim for reimbursement of the taxes paid without establishing the specific amount of the reimbursement.

Subject to the Company prevailing against the Government motions and any other legal challenges to the judgment, the government contracting officer will be required to determine the proper amount of the price adjustment consistent with the ruling. Under applicable law, interest also accrues on the amount owed. Although the January 1993 decision does not directly deal with the claim for $15 million on the related destination change issue, the Company believes that the ruling resolves the key factual issues in that claim in favor of Harsco as well. The Company continues to anticipate favorable resolution with respect to both claims and continues to negotiate with the Government. Final resolution of the issues in favor of the Company would not result in the recording of additional income other than any interest received, but would have a positive cash flow effect. To the extent that any portion of the FET and related claims is not recovered, additional losses on the contract will have to be recognized which could have a material effect on quarterly or annual operating results.

The Commercial Litigation Branch of the Department of Justice is continuing an investigation with respect to the facts underlying the Company's claim for reimbursement of Federal Excise Tax payments and its related claim regarding destination changes. In addition, the investigation is examining the way the Company charged the Army for sales of certain cargo truck models for which the Company did not pay Federal Excise Tax based upon an exemption in the law. If the Government files a civil action against the Company as a result of the civil investigation, it may seek various remedies including forfeiture by the Company of its claims for reimbursement of FET and related claims, treble damages, and civil penalties.

In a related matter, the Internal Revenue Service is reviewing Harsco's position that certain cargo truck models are not taxable due to a provision in the tax law that exempts trucks having a gross vehicle weight of 33,000 pounds or less, and has tentatively concluded that they appear to be taxable. If the Internal Revenue Service asserts that tax is due on these vehicles, the total claim could be $39 million plus interest and penalty, if any. The Company plans to vigorously contest any such tax deficiency. Although there is risk of an adverse outcome, the Company and its counsel believe that these trucks are not taxable. Even if they are held to be taxable, the Company and its counsel believe the Government would be obligated to reimburse the Company for the majority of the tax, because it would constitute an after-imposed tax that would be subject to the ruling of the Armed Services Board of Contract Appeals discussed above, resulting in a net maximum liability for Harsco of $17 million plus interest and penalty, if any.

M9 Armored Combat Earthmover Claim:

The Company and its legal counsel are of the opinion that the U.S. Government did not exercise option three under the M9 Armored Combat Earthmover (ACE) contract in a timely manner, with the result that the unit price for options three, four and five are subject to renegotiation. Claims reflecting the Company's position have been filed with respect to all options purported to be exercised, totaling in excess of $60 million plus interest. No recognition has been given in the accompanying financial statements for any recovery on these claims. In July 1995, the Armed Services Board of Contract Appeals denied the motions for summary judgment which had been filed by both the Company and the Government. The Company intends to continue to pursue its claim before the Armed Services Board of Contract Appeals.

In addition, the Company negotiated a settlement with the U.S. Government of a smaller outstanding claim concerning this contract which provided for payment of $3.8 million by the U.S. Government to Harsco. The Company recognized such amount as other revenue in the Consolidated Statements of Income in the first quarter of 1994 and payment has been received.

Other Litigation:

On March 13, 1992, the U.S. Government filed a counterclaim against the Company in a civil suit alleging violations of the False Claims Act and breach of a contract to supply M109A2 Self-Propelled Howitzers. The counterclaim was filed in the United States Claims Court along with the Government's answer to the Company's claim of approximately $5 million against the Government for costs incurred on this contract relating to the same issue. The Government claims breach of contract damages of $7.3 million and in addition seeks treble that amount under the False Claims Act plus unquantified civil penalties which the Company estimates to be approximately $3.3 million. The Company and its counsel believe it is unlikely that resolution of these claims will have a material adverse effect on the Company's financial position, however, it could have a material effect on quarterly or annual results of operations.

Iran's Ministry of Defense initiated arbitration procedures against the Company in 1991 under the rules of the International Chamber of Commerce for damages allegedly resulting from breach of various contracts executed by the Company and the Ministry of Defense between 1970 and 1978. The contracts were terminated in 1978 and 1979 during the period of civil unrest in Iran that preceded the Iranian revolution. Iran has asserted a claim under one contract for repayment of a $7.5 million advance payment it made to the Company, plus interest at 12% through June 27, 1991 in the amount of $25.3 million. Iran has also asserted a claim for damages under other contracts for $76.3 million. The Company has asserted various defenses and also has filed counterclaims against Iran for damages in excess of $7.5 million which it sustained as a result of Iran's breach of contract, plus interest. The Company's management and its counsel believe it is unlikely that resolution of these claims will have a material adverse effect on the Company's financial position or results of operations.

In 1992, the United States Government through its Defense Contract Audit Agency commenced an audit of certain contracts for sale of tracked vehicles by the Company to foreign governments, which were financed by the United States Government through the Defense Security Assistance Agency. The Company cooperated with the audit and responded to a number of issues raised by the audit. In September 1994, the Company received a subpoena issued by the Department of Defense Inspector General seeking various documents relating to sale contracts between the Company and foreign governments which were funded by the Defense Security Assistance Agency. The Company is continuing to cooperate and is responding to the subpoena. Although the Government has not clearly identified to the Company the focus of its investigation, based on discussions with the agent in charge, it appears that it focuses on whether the Company received progress payments in advance of the schedule permitted by the Defense Security Assistance Agency regulations and Company certifications. The Company's management and its counsel believe it is unlikely that this issue will have a material adverse effect on the Company's financial position or results of operations.

In June 1994, the shareholder of the Ferrari Group, a Belgium holding company involved in steel mill services and other activities, filed a legal action in Belgium against Heckett MultiServ, S.A. and S.E.A.E., subsidiaries of MultiServ International N.V. (a subsidiary of Harsco Corporation). The action alleges that these two subsidiaries breached contracts arising from letters of intent signed in 1992 and 1993 concerning the possible acquisition of the Ferrari Group, claiming that the subsidiaries were obligated to proceed with the acquisition and failed to do so. The action seeks damages of 504 million Belgian Francs (approximately U.S. $18 million). The Company intends to vigorously defend against the action and believes that based on conditions contained in the letters of intent and other defenses it will prevail. The Company and its counsel believe that is unlikely that these claims will have a material adverse effect on the Company's financial position or results of operations.

On August 29, 1994, the Company filed a legal action in the United States District Court for the Southern District of New York against certain former shareholders of MultiServ International N.V. seeking recovery of damages arising from misrepresentations which the Company claims were made to it in connection with its purchase of the MultiServ International N.V. stock on August 31, 1993. The Complaint seeks damages in an amount to be determined. On April 4, 1995, the court dismissed various elements of the Company's claims and allowed the Company to amend its complaint with respect to other elements. At the Company's request, the Court dismissed the remaining claims which then allowed the Company to file an appeal in the United States Court of Appeals for the Second Circuit. The Company has settled its claims with A. H. H. Bowden, but continues to pursue its appeal with respect to claims against the other defendants.

Environmental:

The Company is involved in a number of environmental remediation investigations and clean-ups and, along with other companies, has been identified as a "potentially responsible party" for certain waste disposal sites. While each of these matters is subject to various uncertainties, it is probable that the Company will agree to make payments toward funding certain of these activities and it is possible that some of these matters will be decided unfavorably to the Company. The Company has evaluated its potential liability, and its financial exposure is dependent upon such factors as the continuing evolution of environmental laws and regulatory requirements, the availability and application of technology, the allocation of cost among potentially responsible parties, the years of remedial activity required and the remediation methods selected. The Consolidated Balance Sheets at June 30, 1995 and December 31, 1994, include an accrual of $5.9 and $6.2 million respectively for environmental matters. The first six months of 1995 and 1994 include charges to earnings amounting to $.3 and $.1 million, respectively.

The liability for future remediation costs is evaluated on a quarterly basis. Actual costs to be incurred at identified sites in future periods may vary from the estimates, given inherent uncertainties in evaluating environmental exposures. Subject to the imprecision in estimating future environmental costs, the Company does not expect that any sum it may have to pay in connection with environmental matters in excess of the amounts recorded or disclosed above would have a material adverse effect on its financial position or results of operations.

Other:

The Company is subject to various other claims, legal proceedings and investigations covering a wide range of matters that arose in the ordinary course of business. In the opinion of management, all such matters are adequately covered by insurance or by accruals, and if not so covered, are without merit or are of such kind, or involve such amounts, as would not have a material adverse effect on the financial position or results of operations of the Company.

Opinion of Management:

Financial information furnished herein, which is unaudited, reflects in the opinion of management all adjustments (all of which are of a recurring nature) that are necessary to present a fair statement of the interim period.

ITEM 2.MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

MANAGEMENT'S DISCUSSION OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Financial Condition

Cash provided by operating activities was $86.4 million in the first six months of 1995, reflecting, among other things, a $25.6 million decrease in accounts receivable which include the claim settlement of $20.4 million recognized in December 1994 and received from the U.S. Government in February 1995. During the first six months, distributions of $22.5 million were received from unconsolidated entities. As previously reported, included in receivables is $62.4 million for amounts expended, or income not received, related to the Federal Excise Tax (FET) and related claims for the completed five-ton truck contract. Final resolution of the FET and related claims in favor of the Company would not result in the recording of additional income other than any interest received, but would have a positive cash flow effect. To the extent that any portion of the FET and related claims is not recovered, additional losses on the contract will have to be recognized, but there would be little impact on cash outflows.

Cash used by investing activities included capital expenditures of $57.4 million and $3.4 million for the acquisition of Fabsco. Total consideration for Fabsco was $14.8 million with the assumption of debt and other liabilities. Cash flow used for financing activities included a net decrease in long-term debt of $26.5 million, which included the purchase at market of $10.5 million of the Company's outstanding 8-3/4% 10 year notes due May 1996, a $3.4 million reduction of short-term debt, and $18.7 million of cash dividends paid on common stock. Cash and cash equivalents decreased $15.8 million to $27.8 million at June 30, 1995.

Other matters which could significantly affect cash flows in the future are discussed in the 1994 Annual Report to Shareholders under Note 10, "Commitments and Contingencies."

Harsco continues to maintain a good financial position, with net working capital of $161.7 million, down from the $254.3 million at December 31, 1994, principally due to the increase in current maturities of debt related to 8 3/4% 10 year notes due May 1996. Current assets amounted to $540.3 million, and current liabilities were $378.6 million, resulting in a current ratio of 1.4 to 1, below the 1.9 to 1 at year-end 1994. With total debt at $348.4 million and equity at $621.9 million at June 30, 1995, the total debt as a percent of capital was 35.9%, which is lower than the 38.6% at December 31, 1994.

The stock price range during the first six months was 52 7/8 - 39 5/8. Harsco's book value per share at June 30, 1995, was $24.59, compared with $23.08 at year-end 1994. The Company's annualized return on average equity for the first six months of 1995 was 16.7%, compared with 15.7% for the year 1994. The annualized return on average assets was 14.9%, compared with the 13.5% for the year 1994. The annualized return on capital for the first six months was 12.4%, compared with 11.0% for year 1994.

During the second quarter, the Company renegotiated its $300 million credit facility, established in October 1993, with a syndicate of banks. The new five-year facility consolidates two prior agreements and, as amended, extends maturity to June 2000, provides for greater financial flexibility and updates pricing for favorable bank market dynamics. The new agreement is a $300 million unsecured revolving five-year facility denominated in U.S. dollars and Eurocurrencies. As of June 30, 1995, there were no borrowings outstanding under this syndicated credit facility.

The Company also has a commercial paper borrowing program under which it can issue up to $150 million of short-term notes in the U.S. commercial paper market. The Company limits the aggregate commercial paper and credit facility borrowings at any one time to a maximum $300 million. At June 30, 1995, the Company had outstanding $35.9 million in commercial paper.

Harsco's outstanding notes are rated A by Standard & Poor's and Baa1 by Moody's. Harsco's commercial paper is rated A-1 by Standard & Poor's, F-1 by Fitch Investors Service and P-2 by Moody's. The Company also has on file, with the Securities and Exchange Commission, a Form S-3 shelf registration for the possible issuance of up to an additional $200 million of new debt securities, preferred stock or common stock.

As indicated by the above, the Company's financial position and debt capacity should enable it to meet its current and future requirements. As additional resources are needed, the Company should be able to obtain funds at competitive costs.

RESULTS OF OPERATIONS
SECOND QUARTER OF 1995 COMPARED WITH SECOND QUARTER OF 1994

Second quarter revenues of $386.7 million were 8% higher than last year's comparable period. Increased sales were reported in each of our three operating groups, with the Metal Reclamation and Mill Services being the leader with a 17% increase. Other product classes with considerable increases include gas control and containment equipment and grating. Process equipment also had higher sales, due principally to the acquisition made in the first quarter of 1995. Equity in income of unconsolidated entities decreased due to the expected lower income from our partnership, United Defense, L.P., a joint venture formed effective January 1, 1994, in which the Company has a 40% interest.

Cost of sales increased, principally due to higher volume. Selling expenses were slightly higher due to increased sales commissions, while general and administrative expenses decreased as the result of the planned close down of the school bus operation and the favorable effects of cost reduction efforts.

Income before taxes and minority interest increased 26% from the comparable period last year, due primarily to the improved operations of the Metal Reclamation and Mill Services Group. Higher earnings were also recorded for grating and gas control and containment product classes. Also on a comparative basis, income before taxes and minority interest increased, due to lower facilities discontinuance and reorganization costs and net favorable foreign exchange transactions.

Net income of $24.6 million, the highest second quarter ever, was up 40% from the comparable period in 1994. The effective income tax rate for the second quarter of 1995 is 37.9%, versus 43.7% in 1994. The lower income tax rate is primarily due to reduced losses sustained in certain foreign operations for which there is no tax benefit.

Sales of the Metal Reclamation and Mill Services Group, at $151.2 million, were significantly above 1994's second quarter, due to improved business conditions particularly in Europe and North America. The favorable impact of the decline in the U.S. dollar against certain European currencies principally the French Franc, Belgian Franc and the German Mark also contributed to the increased sales. Sales for the Infrastructure and Construction Group, at $109.1 million, were also ahead of last year's similar period, reflecting greater demand for all product classes with the exception of school buses which the Company had announced earlier that it would exit. Sales for the Process Industry Products Group, at $117.0 million, were well ahead of the prior year's second quarter, as each Division posted higher volume.

Operating profit for the Metal Reclamation and Mill Services Group was $23.2 million, reflecting the improved operating performance as well as business conditions, the favorable effects of cost reduction efforts and the favorable impact of the decline of the U.S. dollar against certain European currencies as previously discussed. The Infrastructure and Construction Group posted an operating profit of $9.6 million, well above 1994's second quarter. This significant improvement is attributable to the grating product line and reduced losses from the closed school bus and truck operations. Operating profit for the Process Industry Products Group, at $8.6 million was slightly below the prior year's reflecting mainly lower profit margins for the pipe fittings product class.

FIRST SIX MONTHS OF 1995 COMPARED WITH
FIRST SIX MONTHS OF 1994

Revenues for the first six months were $762.7 million, 9% above last year's comparable period. The increase was primarily due to higher sales for metal reclamation and mill services, gas control and containment equipment, grating, scaffolding, shoring and forming equipment, and to a lesser extent roofing granules and abrasives. Additionally, higher revenues included sales from an acquisition made in the first quarter of 1995. These increases were partially offset by decreased income from the Company's equity investment in United Defense, L.P., as well as lower sales of railway maintenance equipment and process equipment. On a comparative basis, revenues for the first six months of 1994 include a $5.9 million pre-tax gain on the sale of the remaining holdings of an investment in a marketable equity security and $3.8 million due to the negotiated settlement of a claim with the U.S. Government.

Cost of sales increased, principally due to higher volume. Selling, general and administrative expenses increased slightly, as a result of higher compensation costs, increased legal and business development costs, and the inclusion of an acquired company which were partially offset by closing the school bus operation, the impact of divesting a company in the fourth quarter of 1994 and lower sales commissions.

Income before taxes and minority interest was up 27% from the comparable period last year due to higher earnings. The effective income tax rate for 1995 is 39.0%, versus 43.7% in 1994. The lower income tax rate is primarily due to a reduction in losses sustained in certain foreign operations for which there is no tax benefit.

Higher earnings in the first six months of 1995 were due principally to improved results for metal reclamation and mill services, grating, gas control and containment equipment, as well as roofing granules and abrasives. Lower earnings were recorded for the Company's share of income in its equity investment in United Defense, L.P., as well as pipe fittings and railway maintenance equipment. Income benefited in 1995 from the impact of a pre-tax $6.7 million net foreign currency translation exchange gain arising from the decline in the U.S. Dollar against certain European currencies which more than offset a pre-tax $3.5 million foreign currency translation exchange loss due to the devaluation of the Mexican peso. On a comparative basis, favorably affecting 1994's first six months results were a gain on the sale of the remaining holdings of an investment in a marketable equity security and income resulting from the negotiated settlement of a claim with the U.S. Government. Interest expense decreased as a result of the continued liquidation of the Company's outstanding debt. Finally, continuing losses during the planned shutdown of the school bus operation, approximated losses incurred in the first six months of 1994.

Net income of $50.0 million, was up 38% from the comparable period in 1994. This income was the highest first six months performance, excluding an accounting change in the first six months of 1993.

Sales of the Metal Reclamation and Mill Services Group, at $292.9 million, were significantly above 1994's first six months, due to improved business conditions, particularly in Europe, as well as North America, which in 1994 was adversely affected by severe winter weather. The favorable impact of the decline in the U.S. Dollar against certain European currencies, particularly the French franc, Belgian franc and German mark also contributed to increased revenues for the Group. Sales for the Infrastructure and Construction Group at $202.1 million, were 4% ahead of last year's similar period. Grating and scaffolding equipment sales increased modestly from 1994. Sales for the Process Industry Products Group, at $239.2 million, were well ahead of the prior year's first six months. The improvement included increased sales for most product classes, as well as sales from an acquisition made in the first quarter of 1995.

Operating profit for the Metal Reclamation and Mill Services Group was significantly ahead of 1994's first six months, despite $3.1 million of net foreign currency translation exchange losses due principally to the devaluation of the Mexican peso. The increase reflects improved operating performance as well as business conditions, the favorable effects of cost reduction efforts, and the favorable impact of the decline in the U.S. Dollar against certain European currencies as previously discussed. The Infrastructure and Construction Group posted an operating profit of $13.2 million, which also significantly exceeded 1994's first six months, as all product classes posted improved results, except railway maintenance equipment which benefited in 1994 from two large shipments to two international customers. On a comparative basis, continuing losses from the planned shutdown of the school bus operation, approximated losses incurred in the first six months of 1994. Operating profit for the Process Industry Products Group, at $21.1 million, was up 6% from the prior year's first six months and reflected significantly improved results for gas control and containment equipment which more than offset lower earnings for pipe fittings.

HARSCO CORPORATION AND SUBSIDIARY COMPANIES
PART II - OTHER INFORMATION

ITEM 1.LEGAL PROCEEDINGS

Information on legal proceedings is included under Part I, Item 1., the section labeled "Commitments and Contingencies."

ITEM 5. OTHER INFORMATION

DIVIDEND ACTION:

* On June 27, 1995, Harsco Corporation announced that the Board of Directors declared a quarterly cash dividend of 37 cents per share, payable August 15, 1995, to shareholders of record on July 14, 1995.

GENERAL:

* In November 1994, the Board of Directors authorized the Company to exit from the school bus business and in January 1995, Harsco Corporation announced that it would close its school bus manufacturing division in Marysville, Ohio. The school bus manufacturing division ceased all operations June 30, 1995.

* On July 25, 1995, Harsco Corporation announced that it had renegotiated its $300 million credit facility, established in October 1993, with a syndicate of 19 banks led by Chemical Bank. The new five-year facility consolidates two prior agreements and, as amended, extends maturity to June 2000, provides for greater financial flexibility and updated pricing for favorable bank market dynamics. The amended agreement combines a previous $150 million 364-day credit facility and a $150 million five-year credit facility into a $300 million unsecured revolving five-year facility denominated in the U.S. dollars and Eurocurrencies.

ITEM 6(a).EXHIBITS

The following exhibits are incorporated by reference:

a.)Exhibit No. 10 Material Contracts - Management Contracts and Compensating Plans

(i)Harsco Corporation 1995 Executive Incentive Compensation Plan located in the Proxy Statement dated March 22, 1995 as Exhibit A pages A-1 through A-12.
(ii)Harsco Corporation 1995 Non-Employee Directors' Stock Plan located in the Proxy Statement dated March 22, 1995 as Exhibit B pages B-1 through B-6.

The following exhibits are attached:

a.)Exhibit No. 10 Material Contracts - Credit Facility

(i)Amendment Agreement dated June 20, 1995 to the $150 million Credit Agreement (364-Day Competitive Advance and Revolving Credit Facility) dated as of August 1993, and to the $150 million Credit Agreement (5-year Advance and Revolving Credit Facility) dated as of August 1993, among Harsco Corporation, the lenders named therein and Chemical Bank.

b.)Exhibit No. 11 Computation of Fully Diluted Net Income Per Common Share.
c.)Exhibit No. 12 Computation of Ratios of Earnings to Fixed Charges.
d.)There were no reports filed on Form 8-K during the second quarter ending June 30, 1995.

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.

HARSCO CORPORATION
(Registrant)

DATE /S/ Leonard A. Campanaro
Leonard A. Campanaro
Senior Vice President and
Chief Financial Officer

DATE /S/ Salvatore D. Fazzolari
Salvatore D. Fazzolari
Vice President and Controller

WARNING: THE EDGAR SYSTEM ENCOUNTERED ERROR(S) WHILE PROCESSING THIS SCHEDULE.

HARSCO CORPORATION
COMPUTATION OF FULLY DILUTED NET INCOME PER COMMON SHARE
(dollars in thousands except per share)

	YEARS ENDED				
	1994	1993	1992	1991	1990
Net income	$ 86,553	$ 87,618	$ 84,332	$ 76,543	$ 72,504
Average shares of common stock outstanding used to compute primary earnings per common share	25,114,874	25,036,893	25,966,755	26,278,384	26,217,027
Additional common shares to be issued assuming exercise of stock options, net of shares assumed reacquired	105,388	149,408	198,220	118,208	28,355
Shares used to compute dilutive effect of stock options	25,220,262	25,186,301	26,164,975	26,396,592	26,245,382
Fully diluted net income per common share	$ 3.43	$ 3.48	$ 3.22	$ 2.90	$ 2.76
Net income per common share as reported in report to shareholders	$ 3.45	$ 3.50	$ 3.25	$ 2.91	$ 2.77

AMENDMENT AGREEMENT (this "Amendment Agreement"), dated as of June 20, 1995, among HARSCO CORPORATION, a Delaware corporation (the "Company"), the Lenders listed on the signature pages hereof (the "Lenders") and CHEMICAL BANK, a New York banking corporation, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"). Capitalized terms used herein and defined in the Agreement (as such term is defined below) have the meanings assigned to such terms in the Agreement.

WHEREAS the Company, the Lenders and the Administrative Agent are parties to an Amended and Restated Credit Agreement (Five-Year Competitive Advance and Revolving Credit Facility) dated as of August 24, 1993, as amended and restated as of June 21, 1994 (the "Agreement");

WHEREAS the Company, the Lenders and the Administrative Agent are parties to an Amended and Restated Credit Agreement (364-Day Competitive Advance and Revolving Credit Facility) dated as of August 24, 1993, as amended and restated as of June 21, 1994 (the "364-Day Agreement"); and

WHEREAS the Company has requested the Lenders, and the Administrative Agent and the Lenders are willing, to amend the Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, on the terms and subject to the conditions set forth herein, as follows:

1. Definitions. (a) The definition of "Maturity Date" in Section 1.01 of the Agreement is hereby deleted and replaced by the following sentence:

"Maturity Date" shall mean June 20, 2000.

(b) The table in the definition of "Facility Fee Percentage" in Section 1.01 of the Agreement is hereby deleted and replaced by the following table:

	Facility Fee Percentage
Category 1 A- or higher by S&P; A3 or higher by Moody's	.10%
Category 2 BBB+ by S&P; Baa1 by Moody's	.125%
Category 3 BBB by S&P; Baa2 by Moody's	.15%
Category 4 BBB- by S&P; Baa3 by Moody's	.1875%
Category 5 BB+ or lower by S&P; Ba1 or lower by Moody's	.25%

(c) The table in the definition of "Applicable Margin" in Section 1.01 of the Agreement is hereby deleted and replaced by the following table:

	Eurocurrency Loan Spread
Category 1 A- or higher by S&P; A3 or higher by Moody's	.20%
Category 2 BBB+ by S&P; Baa1 by Moody's	.25%
Category 3 BBB by S&P; Baa2 by Moody's	.30%
Category 4 BBB- by S&P; Baa3 by Moody's	.3125%
Category 5 BB+ or lower by S&P; Ba1 or lower by Moody's	.50%

2. The figure $150,000,000 in the preamble to the Agreement is hereby deleted and replaced by the following figure: $300,000,000.

3. Section 2.01 of the Agreement is hereby amended by inserting the following paragraph at the end of Section 2.01:

(c) Notwithstanding anything in this Agreement to the contrary, Dauphin Deposit Bank and Trust Company shall not make Loans as part of any non-US Dollar Borrowing. The amount of any such requested Borrowing shall, subject in all cases to the limitations contained in paragraph (a) above, be divided among the other Lenders pro rata in accordance with their respective shares of the Total Commitment.

4. Section 2.16 of the Agreement is hereby amended by inserting the following paragraph at the end of Section 2.16:

Provided, however, that with respect to Loans denominated in a currency other than U.S. Dollars in which Dauphin Deposit Bank and Trust Company does not participate, each payment or prepayment of principal and each payment of interest shall be allocated pro rata among the other Lenders in accordance with their respective shares of the outstanding principal amount of such Loans.

5. Section 6.01(i) of the Agreement is hereby deleted and replaced by the following paragraph:

(i) additional Liens upon real and/or personal property created after the date hereof; provided that the aggregate Indebtedness secured thereby and incurred on and after the date hereof shall not exceed $25,000,000 in the aggregate at any one time outstanding; and

6. Section 6.02 of the Agreement is hereby deleted and replaced by the following paragraph:

SECTION 6.02 Sales and Lease-Back Transactions. Enter into any arrangement, directly or indirectly, with any person whereby it shall sell or transfer any property, real or personal, used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property which it intends to use for substantially the same purpose or purposes as the property being sold or transferred (such an arrangement, a "Sale and Lease-Back Transaction"), other than (i) Sale and Lease-Back Transactions capitalized on the books of the Company in an aggregate capitalized amount not in excess of $25,000,000 entered into in connection with the financing of aircraft to be used in connection with the Company's business and (ii) Sale and Lease-Back Transactions capitalized on the books of the Company (other than a Sale and Lease-Back Transaction permitted by clause (i) above) if the capitalized amount of all such Sale and Lease-Back Transactions shall not exceed $20,000,000 in aggregate amount at any time outstanding.

7. Section 6.06 of the Agreement is hereby deleted and replaced by the following paragraph:

SECTION 6.06 Net Worth. The Company will not permit its Net Worth at any time to be less than $475,000,000.

8. Section 6.07 of the Agreement is hereby deleted and replaced by the following paragraph:

SECTION 6.07 Total Debt to Total Capital Ratio. The Company will not permit the ratio of Total Debt to Total Capital at any time on or after the date hereof to exceed the ratio of 0.55 to 1.

9. Paragraph (f) of Article VII of the Agreement is hereby deleted and replaced by the following paragraph:

(f) (i) the Company or any Subsidiary shall (A) fail to pay any principal or interest, regardless of amount, due in respect of any Indebtedness in a principal amount in excess of (I) $20,000,000, in the case of any single obligation, or (II) $20,000,000, in the case of all obligations in the aggregate, in each case, when and as the same shall become due and payable, or (B) fail to observe or perform any other term, covenant, condition or agreement contained in any agreement or instrument evidencing or governing any Indebtedness in an aggregate principal amount in excess of $20,000,000 and such failure shall continue beyond any applicable grace period; or (ii) Indebtedness of the Company and its Subsidiaries, or any of them, in a principal amount in excess of (A) $20,000,000, in the case of any single obligation, or (B) $20,000,000, in the case of all obligations in the aggregate, shall be declared due and payable or required to be prepaid prior to its stated maturity;

10. Section 10.04(f) of the Agreement is hereby deleted and replaced by the following paragraph:

(f) Upon giving written notice to the Company, each Lender may without the consent of the Company or the Administrative Agent sell participations to one or more banks or other entities in all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); provided, however, that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, (iii) the participating banks or other entities shall be entitled to the benefit of the cost protection provisions contained in Sections 2.13, 2.15 and 2.19 to the same extent as if they were Lenders and (iv) the Borrowers, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement, and such Lender shall retain the sole right to enforce the obligations of the Borrowers relating to the Loans and to approve any amendment, modification or waiver of any provision of this Agreement (other than amendments, modifications or waivers decreasing any fees payable hereunder or the amount of principal of or the rate at which interest is payable on the Loans, extending any scheduled principal payment date or date fixed for the payment of interest on the Loans or changing or extending the Commitments).

11. Schedule 2.01 to the Agreement is hereby deleted in its entirety and replaced by Schedule 2.01 hereto.

12. This Amendment Agreement may be executed in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement.

13. The Company represents and warrants as follows:

(a) The Company has all requisite power and authority to enter into this Amendment Agreement, and this Amendment Agreement has been duly and validly authorized, executed and delivered by the Company and is the legal, valid and binding obligation of the Company.

(b) The representations and warranties in the Agreement are correct in all material respects on and as of the date hereof, before and after the execution and delivery of this Amendment Agreement, as though made on and as of the date hereof and no event has occurred and is continuing, or would result from the execution and delivery of this Amendment Agreement, that constitutes or would constitute a Default or Event of Default.

(c) No Loans under the Agreement or the 364-Day Agreement are outstanding as of the date hereof.

14. This Amendment Agreement shall become effective only upon the receipt by the Administrative Agent of an opinion of counsel for the Company confirming the representation and warranty set forth in paragraph (a) of Section 8, together with evidence of the Company's authority to enter into this Agreement, in each case satisfactory to the Administrative Agent.

15. The 364-Day Agreement shall be terminated upon the effectiveness of this Amendment Agreement.

16. THIS AMENDMENT AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK AS THOUGH WHOLLY MADE AND PERFORMED WITHIN SUCH STATE.

IN WITNESS WHEREOF, the Company, the Administrative Agent and the Lenders have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

HARSCO CORPORATION,

by
/s/ Leonard A. Campanaro
____
Name: Leonard A. Campanaro
Title: Senior Vice President & CFO
by
/s/ Barry M. Sullivan
____
Name: Barry M. Sullivan
Title: Vice President & Treasurer

CHEMICAL BANK, individually and as Administrative Agent,

by
s/ Scott S. Ward
____
Name: Scott S. Ward
Title: Vice President

Additional bank signature pages are not included in this exhibit.

HARSCO CORPORATION
COMPUTATION OF FULLY DILUTED NET INCOME PER COMMON SHARE
(dollars in thousands except per share)

	3 MONTHS ENDED JUNE 30		6 MONTHS ENDED JUNE 30	
	1995	1994	1995	1994
Net income	$24,559	$17,547	$50,019	$36,175
Average shares of common stock outstanding used to compute earnings per common share	25,269,920	25,118,244	25,236,174	25,065,274
Additional common shares to be issued assuming exercise of stock options, net of shares assumed reacquired	166,010	82,849	177,059	100,304
Shares used to compute dilutive effect of stock options	25,435,930	25,201,093	25,413,233	25,165,578
Fully diluted net income per common share	$0.96	$0.70	$1.97	$1.44
Net income per common share	$0.97	$0.70	$1.98	$1.44

HARSCO CORPORATION
Exhibit 12
Computation of Ratios of Earnings to Fixed Charges

(In Thousands of Dollars)

	YEARS ENDED DECEMBER 31					Six Months Ended
	1990	1991	1992	1993	1994	6/30/95
Consolidated Earnings:						
Pre-tax income from continuing operations	$115,587	$119,647	$140,576	$137,151	$146,089	$82,765
Add fixed charges computed below	21,864	23,544	22,425	23,879	37,982	16,964
Net adjustments for equity companies	(532)	(439)	(454)	(363)	(134)	(627)
Net adjustments for capitalized interest	(255)	(469)	(134)	(172)	(274)	-
Consolidated Earnings Available for Fixed Charges	$136,664	$142,283	$162,413	$160,495	$183,663	$99,102
Consolidated Fixed Charges:						
Interest expense per financial statements	$17,506	$18,925	$18,882	$19,974	$34,048	$15,020
Interest expense capitalized	345	574	355	332	338	222
Portion of rentals (1/3) representing an interest factor	4,013	4,045	3,188	3,573	3,576	1,722
Interest expense for equity companies whose debt is guaranteed	-	-	-	-	-	-
Consolidated Fixed Charges	$21,864	$23,544	$22,425	$23,879	$37,982	$16,964
Consolidated Ratio of Earnings to Fixed Charges	6.25	6.04	7.24	6.72	4.84	5.84

1992 excludes the cumulative effect of change in accounting method for post-retirement benefits other than pensions.

Includes amortization of debt discount and expense.

No fixed charges were associated with debt of less than fifty percent owned companies guaranteed by Harsco during the five year period 1990 through 1994, and the six months ended June 30, 1995.