

SECURITIES AND EXCHANGE COMMISSION
Washington D.C. 20549

SCHEDULE TO
TENDER OFFER STATEMENT
(under Section 14(d)(1) or 13(e)(1) of
the Securities Exchange Act of 1934)

(Amendment No. 1)

THE BRINK'S COMPANY

(Name of Subject Company (Issuer))

THE BRINK'S COMPANY

(Name of Filing Person (offeror))

Common Stock, \$1.00 Par Value Per Share
(including the associated preferred stock purchase rights attached thereto)
(Title of Class of Securities)

109696104
(CUSIP Number of Class of Securities)

Austin F. Reed, Esq.
Vice President, General Counsel and Secretary
The Brink's Company
1801 Bayberry Court
Richmond, Virginia 23226-8100
(804) 289-9600
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications
on Behalf of the Person(s) Filing Statement)

Copies to:
Louanna O. Heuhsen, Esq.
David I. Meyers, Esq.
Hunton & Williams LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219

CALCULATION OF FILING FEE

Transaction Valuation*
\$525,000,000

Amount of Filing Fee**
\$56,175

*Calculated solely for the purpose of determining the filing fee, based upon the purchase of 10,000,000 shares at \$52.50 per share.

**The amount of the filing fee was calculated at a rate of \$107.00 per \$1,000,000 of the transaction valuation. It was calculated by multiplying the transaction valuation by 0.000107.

S Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration number, or the Form or Schedule and the date of its filing.

Amount Previously Paid: \$56,175 Filing Party: The Brink's Company
Form or Registration No.: SC TO-I Date Filed: March 9, 2006

£ Check box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes to designate any transactions to which this statement relates:

£ third party tender offer subject to Rule 14d-1
£ going-private transaction subject to Rule 13e-3
S issuer tender offer subject to Rule 13e-4
£ amendment to Schedule 13D under Rule 13d-2

Check the following box if the filing is a final amendment reporting the results of the tender offer. £



This Amendment No. 1 amends and supplements the issuer tender offer statement on Schedule TO filed by The Brink's Company, a Virginia corporation (the "Company"), on March 9, 2006 (as amended and supplemented, the "Schedule TO"). The Schedule TO relates to the tender offer by the Company to purchase up to 10,000,000 shares of its common stock, \$1.00 par value per share, including the associated preferred stock purchase rights issued pursuant to the Amended and Restated Rights Agreement, dated September 1, 2003, between The Brink's Company and Computershare Trust Company, N.A. (formerly Equiserve Trust Company, N.A.), as Rights Agent (the "Shares"). The Company is offering to purchase the Shares at a price not greater than \$52.50 nor less than \$47.50 per Share, net to the seller in cash, without interest, as specified by the shareholders tendering their Shares. The Company's tender offer is made on the terms and subject to the conditions set forth in the Offer to Purchase, dated March 9, 2006 (the "Offer to Purchase"), and in the related Letter of Transmittal (or similar materials distributed to participants in the Company's 401(k) Plan or the BAX Global 401(k) Plan), which, as amended or supplemented from time to time, together constitute the tender offer, copies of which were previously filed as Exhibits (a)(1)(A), (a)(1)(B), (a)(1)(F) and (a)(1)(G), respectively, to the Schedule TO.

This Amendment No. 1 is filed in satisfaction of the reporting requirements of Rule 13e-4(c)(3) promulgated under the Securities Exchange Act of 1934, as amended.

The information set forth in the Offer to Purchase and the related Letter of Transmittal is incorporated in this Amendment No. 1 by reference except that such information is hereby amended and supplemented to the extent specifically provided herein.

Items 1, 2, 4(a)(1), 4(b), 5, 6, 7, 8, 9, and 11

The Offer to Purchase is hereby amended as follows:

The last paragraph under the heading "Summary — If I tender my shares, how many of my shares will The Brink's Company purchase?" beginning at the bottom of page 2 and ending at the top of page 3 is hereby deleted in its entirety. The deleted language is as follows:

"We also reserve the right, but will not be obligated, to purchase all shares properly tendered by any shareholder who tenders all shares owned beneficially or of record at or below the purchase price and who, as a result of proration, would then own a total of fewer than 100 shares. If we exercise this right, it will increase the number of shares that we are offering to purchase in the tender offer by the number of shares purchased through the exercise of this right, subject to applicable law."

The last paragraph under the heading "Number of Shares; Price; Priority of Purchase — Odd Lots" on page 11 is hereby deleted in its entirety. The deleted language is as follows:

"We also reserve the right, but will not be obligated, to purchase all shares properly tendered by any shareholder who tenders all shares owned beneficially or of record at or below the purchase price and who, as a result of proration, would then own a total of fewer than 100 shares. If we exercise this right, it will increase the number of shares that we are offering to purchase in the tender offer by the number of shares purchased through the exercise of this right, subject to applicable law."

The third paragraph under the heading "Recent Developments; Purposes of the Tender Offer; Certain Effects of the Tender Offer — Certain Effects of the Tender Offer" on page 12 is hereby amended by deleting the first sentence of the paragraph in its entirety and replacing it with the following:

"Following the completion of the tender offer, we may seek to acquire, in open market, private transactions, other tender offers, other repurchase transactions or through any other means such additional number of shares, if any, as is necessary to enable us to repurchase up to the difference between the aggregate dollar amount that is repurchased pursuant to the tender offer and \$600 million of our common stock, from time to time as market conditions warrant and covenants under existing agreements permit."

The first paragraph under the heading "Source and Amount of Funds" on page 26 is hereby amended by deleting it in its entirety and replacing it with the following:

“Assuming that we purchase 10,000,000 shares in the tender offer at the maximum specified purchase price of \$52.50 per share, approximately \$525,000,000 million in the aggregate will be required to purchase such shares. We expect that the maximum aggregate costs, including all fees and expenses applicable to the tender offer, will be approximately \$526,000,000 million. We expect to pay the purchase price and related fees and expenses from available cash and cash equivalents on hand. If necessary, we intend to use available borrowings under our unsecured \$400 million revolving bank credit facility to provide additional funds to purchase shares tendered in the tender offer. The unsecured \$400 million revolving bank credit facility is evidenced by the Credit Agreement, dated October 15, 2004, among ourselves, certain of our subsidiaries as borrowers, certain of our subsidiaries as guarantors and J.P. Morgan Securities Inc., as Sole Lead Arranger and Bookrunner, JPMorgan Chase Bank, as Administrative Agent, Barclays Bank plc, as Co-Arranger and Documentation Agent, Bank of America, N.A., as Syndication Agent, Banc of America Securities LLC, as Co-Arranger, Scotiabanc Inc. and Wachovia Bank, National Association, as Co-Arrangers and Syndication Agents, and various lenders, upon which we may borrow (or otherwise satisfy credit needs) on a revolving multi-currency basis over a five year term ending in October 2009. At February 27, 2006, \$326 million was available for use under the revolving bank credit facility. We have the option to borrow based on a Euro currency-based rate plus a margin, a prime rate or a competitive bid among the individual banks. The issuance of letters of credit is also permitted under the revolving bank credit facility and the credit limit may be increased to a maximum of \$550 million under certain circumstances.”

The first sentence under the heading “Information about Our Shares; Interest of Directors and Executive Officers; Transactions and Arrangements Concerning Shares — Transactions and Arrangements Concerning Shares” on page 29 is hereby amended by deleting it in its entirety and replacing it with the following:

“Based on our records and information provided to us by our directors, executive officers, associates and subsidiaries, neither we, nor any of our associates or subsidiaries, directors or executive officers or any associates or subsidiaries thereof, have effected any transactions in our shares during the 60 days before March 9, 2006, except customary and ongoing purchases of shares through (a) purchases under The Brink’s Company 401(k) Plan, (b) regular deferrals to an incentive account under the Key Employees’ Deferred Compensation Program (the “Program”) and (c) dividend payments on the amounts in the Program.”

The last paragraph under the heading “U.S. Federal Income Tax Consequences — U.S. Federal Income Tax Withholding” on page 33 is hereby amended by deleting the first sentence in its entirety. The deleted language is as follows:

“THE DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION ONLY.”

The Letter of Transmittal is hereby amended as follows:

The second bulleted clause on page 6 is hereby amended by deleting it in its entirety and replacing it with the following:

“the undersigned agrees that tenders of shares pursuant to any one of the procedures described in Section 3 of the Offer to Purchase and in the instructions to this Letter of Transmittal will constitute the undersigned’s acceptance of the terms and conditions of the tender offer, including the undersigned’s representation and warranty that (a) the undersigned has a “net long position,” within the meaning of Rule 14e-4 promulgated under the Securities Exchange Act of 1934, as amended, in the shares or equivalent securities at least equal to the shares being tendered, and (b) the tender of shares complies with Rule 14e-4;”

The fourth bulleted clause on page 6 is hereby amended by deleting it in its entirety and replacing it with the following:

“the undersigned agrees to all of the terms of the tender offer.”

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Amendment No. 1 to Schedule TO is true, complete and correct.

THE BRINK'S COMPANY

By: /s/ Robert T. Ritter
Robert T. Ritter
Vice President and Chief Financial Officer

Dated: March 22, 2006



HUNTON & WILLIAMS LLP
RIVERFRONT PLAZA, EAST TOWER
951 EAST BYRD STREET
RICHMOND, VIRGINIA 23219-4074

Tel 804 • 788 • 8200
Fax 804 • 788 • 8218

File No: 36330.000004

March 22, 2006

VIA EDGAR

Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

Attention Daniel F. Duchovny, Esq.
Attorney-Advisor
Office of Mergers and Acquisitions
Division of Corporation Finance

The Brink's Company
Schedule TO-I, filed on March 9, 2006 (the "Schedule TO")
SEC File No. 005-13699

Dear Mr. Duchovny:

As counsel to The Brink's Company, a Virginia corporation (the "Company"), we are transmitting herewith for filing pursuant to Rule 13e-4(c)(3) promulgated under the Securities Exchange Act of 1934, as amended, Amendment No. 1 to the Company's Issuer Tender Offer Statement on Schedule TO ("Amendment No. 1"), along with the Company's response to the comments of the staff (the "Staff") of the Division of Corporation Finance of the Securities and Exchange Commission (the "Commission") contained in its comment letter to Mr. David I. Meyers, dated March 20, 2006. The Amendment No. 1 reflects changes made to the above-referenced Issuer Tender Offer Statement on Schedule TO originally filed with the Commission on March 9, 2006. Such changes have been made in response to the Staff's comments and for the purpose of updating and revising certain information in the tender offer materials.

Set forth below are the responses of the Company to the comments of the Staff. For ease of reference, each Staff comment has been reproduced in its entirety in italics, numbered to correspond with the paragraph numbers assigned in the Staff's letter, and is followed by the corresponding response of the Company. All references below to specific paragraphs, pages and captioned sections are to Amendment No. 1.

ATLANTA BANGKOK BEIJING BRUSSELS CHARLOTTE DALLAS KNOXVILLE
LONDON McLEAN MIAMI NEW YORK NORFOLK RALEIGH RICHMOND SINGAPORE WASHINGTON
www.hunton.com

Offer to Purchase

Summary, Page 1

1. We note from the disclosure at the bottom of page 2 that you have reserved the right to acquire the shares from shareholders who would own fewer than 100 shares as a result of proration. Please advise as to whether you would acquire the shares as part of the offer. If so, please address your ability to do so with regard to Rules 13e-4(f)(3)(i) and 13e-4(f)(8).

Response:

In response to the Staff's comment, the Company has revised the disclosure on pages 2 and 11 of the Offer to Purchase to delete the following sentences:

"We also reserve the right, but will not be obligated, to purchase all shares properly tendered by any shareholder who tenders all shares owned beneficially or of record at or below the purchase price and who, as a result of proration, would then own a total of fewer than 100 shares. If we exercise this right, it will increase the number of shares that we are offering to purchase in the tender offer by the number of shares purchased through the exercise of this right, subject to applicable law."

Recent Developments, Page 12

2. We note in the press release filed as exhibit (a)(5)(a) to your Schedule TO that your board of directors approved a share repurchase program following ten days after the expiration of the current tender offer to repurchase shares in a dollar amount sufficient to make up the difference between the repurchases made pursuant to the current offer and \$600 million. Please reconcile the discrepancy between that statement and your disclosure in the penultimate paragraph on page 12 of your offer document.

Response:

In response to the Staff's comment, the Company has revised the disclosure on page 12 of the Offer to Purchase to clarify that the Company's Board of Directors approved a share repurchase program following ten business days after the expiration of the tender offer that authorizes management to repurchase up to the difference between the aggregate dollar amount that is repurchased pursuant to the tender offer and \$600 million of its common stock, from time to time as market conditions warrant and covenants under existing agreements permit.

Conditions of the Tender Offer, Page 23

3. *Refer to the last paragraph of this section relating to your failure to exercise any of the rights described in this section. This language suggests that once an offer condition is triggered, you must decide whether or not to waive the condition. Note that when a condition is triggered and you decide to proceed with the offer anyway, we believe that this constitutes a waiver of the triggered condition(s). Depending on the materiality of the waived condition and the number of days remaining in the offer, you may be required to extend the offer and recirculate new disclosure to security holders. You may not, as this language seems to imply, simply fail to assert a triggered offer condition and thus effectively waive it without officially doing so. Please confirm your understanding **supplementally**.*

Response:

The Company acknowledges the Staff's comment and supplementally confirms its understanding of the Staff's position that the Company may not fail to assert a triggered offer condition and therefore waive it without officially doing so.

Source and Amount of Funds, Page 26

4. *We note that you may use borrowings from a bank credit facility to purchase shares. If so, please provide the information required by Item 1007(d) of Regulation M-A.*

Response:

In response to the Staff's comment, the Company has revised the disclosure on page 26 of the Offer to Purchase to provide additional information pursuant to Item 1007(d) of Regulation M-A.

Information about Our Shares, Page 27

5. *With respect to your disclosure in the penultimate paragraph of this section please tell us why you need to qualify your disclosure "to the best of [your] knowledge" given your disclosure that your disclosure is based on records and information provided to you. Alternatively, please explain or delete the qualifier.*

Response:

In response to the Staff's comment, the Company has revised the disclosure on page 29 of the Offer to Purchase to delete the qualifier, "to the best of our knowledge." The revised sentence on page 29 of the Offer to Purchase now states:

"Based on our records and information provided to us by our directors, executive officers, associates and subsidiaries, neither we, nor any of our associates or subsidiaries, directors or executive officers or any associates or subsidiaries thereof, have effected any transactions in our shares during the 60 days before March 9, 2006, except customary and ongoing purchases of shares through (a) purchases under The Brink's Company 401(k) Plan, (b) regular deferrals to an incentive account under the Key Employees' Deferred Compensation Program (the "Program") and (c) dividend payments on the amounts in the Program."

Federal Income Tax Consequences, Page 30

6. *Delete the reference to this discussion being for "general information only" (page 33). Security holders are entitled to rely upon the discussion.*

Response:

In response to the Staff's comment, the Company has revised the disclosure on page 33 of the Offer to Purchase to delete the following sentence in its entirety:

"THE DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION ONLY."

Letter of Transmittal

7. *We note that beginning on page 6 of the Letter of Transmittal you improperly require tendering security holders to certify that they "understand" the terms of the tender offer. Please revise to delete the requirement that security holders certify that they "understand" the offer. Alternatively, amend the form to include a legend in bold typeface that indicates you do not view the certification made by security holders that they understand the offer materials as a waiver of liability and that you promises not to assert that this provision constitutes a waiver of liability.*

Response:

In response to the Staff's comment, the Company has revised the disclosure on page 6 of the Letter of Transmittal to delete the requirement that security holders certify that they "understand" the tender offer.

* * * * *

Please direct any further questions or comments you may have regarding this filing to the undersigned at (804) 788-7209 or Louanna O. Heuhsen, Esq. at (804) 788-8717.

Very truly yours,

/s/ David I Meyers

David I. Meyers

Enclosures

cc: McAlister C. Marshall, II, Esq.
Louanna O. Heuhsen, Esq.
Brian L. Hager, Esq.

March 22, 2006

VIA EDGAR

Securities and Exchange Commission
100 F Street, N.E.
Washington, D.C. 20549

Attention: Daniel F. Duchovny, Esq.
Attorney-Advisor
Office of Mergers and Acquisitions
Division of Corporate Finance

The Brink's Company
Schedule TO-I, filed on March 9, 2006 (the "Schedule TO")
SEC File No. 005-13699

Dear Mr. Duchovny:

In connection with The Brink's Company's (the "Company") response to the comments of the staff (the "Staff") of the Division of Corporation Finance of the Securities and Exchange Commission (the "Commission") contained in its comment letter to Mr. David I. Meyers, dated March 20, 2006, the Company acknowledges the following:

- the Company is responsible for the adequacy and accuracy of the disclosure in the filing;
- Staff comments or changes to disclosure in response to Staff comments do not foreclose the Commission from taking any action with respect to the filing; and
- the Company may not assert Staff comments as a defense in any proceeding initiated by the Commission or any person under the federal securities laws of the United States.

Very truly yours,

THE BRINK'S COMPANY

By: /s/ Robert T. Ritter
Robert T. Ritter
Vice President and Chief Financial Officer
