

ENSCO PLC

FORM S-8

(Securities Registration: Employee Benefit Plan)

Filed 08/23/96

Telephone	4402076594660
CIK	0000314808
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SIC Code	1381 - Drilling Oil and Gas Wells
Industry	Oil Well Services & Equipment
Sector	Energy
Fiscal Year	12/31

ENSCO INTERNATIONAL INC

FORM S-8

(Securities Registration: Employee Benefit Plan)

Filed 8/23/1996

Address	500 NORTH AKARD STREET SUITE 4300 DALLAS, Texas 75201-3331
Telephone	214-397-3000
CIK	0000314808
Industry	Oil Well Services & Equipment
Sector	Energy
Fiscal Year	12/31

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

ENSCO INTERNATIONAL INCORPORATED

(Exact name of registrant as specified in its charter)

DELAWARE 76-0232579
(State or other jurisdiction of (I.R.S. Employer
incorporation or organization) Identification Number)

**2700 FOUNTAIN PLACE
1445 ROSS AVENUE
DALLAS, TEXAS 75202-2792
(214) 922-1500**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

ENSCO INTERNATIONAL INCORPORATED

1996 NON-EMPLOYEE DIRECTORS STOCK OPTION PLAN

(Full title of the plan)

**C. CHRISTOPHER GAUT
ENSCO International Incorporated
2700 FOUNTAIN PLACE
1445 ROSS AVENUE
DALLAS, TEXAS 75202-2792
(214) 922-1500**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

With a copy to:

**ALBERT G. McGRATH, JR.
ENSCO International Incorporated
2700 FOUNTAIN PLACE
1445 ROSS AVENUE
DALLAS, TEXAS 75202-2792
(214) 922-1500**

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	<F1>	Amount to be registered	Proposed maximum offering price per share	<F2>	Proposed maximum aggregate offering price	<F2>	Amount of registration fee
-----		-----		-----		-----	
Common Stock, \$.10 par value		300,000 shares	\$30.50		\$9,150,000		\$3,155

<F1> Shares of common stock of ENSCO International Incorporated (the "Company"), \$.10 par value per share (the "Common Stock"), being registered hereby relate to the ENSCO International Incorporated 1996 Non-Employee Directors Stock Option Plan (the "Non Employee Plan"). Pursuant to Rule 416 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), there are also being registered such additional shares of Common Stock as may become issuable pursuant to the anti-dilution provisions of the Non Employee Plan.

<F2> Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) and (h) promulgated under the Securities Act on the basis of the average of the high and low sale prices of the Common Stock on August 21, 1996, as reported on the New York Stock Exchange.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The documents listed in (a), (b) and (c) below are hereby incorporated by reference into this Registration Statement. All documents subsequently filed by ENSCO International Incorporated ("ENSCO") pursuant to Sections 13 (a), 13 (c), 14 or 15 (d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), after the date of this Registration Statement which indicates that all shares of common stock, par value \$0.10 per share (the "Common Shares"), offered hereunder have been sold or which deregisters all shares then remaining unsold, shall be deemed to be incorporated by reference and to be a part hereof from the date of filing of such documents.

1. Annual Report on Form 10-K for the year ended December 31, 1995, as amended (the "ENSCO 1995 Form 10-K");
2. Annual Report on Form 10-K/A for the year ended December 31, 1995, filed with the Commission on May 9, 1996;
3. Annual Report on Form 10-K/A-2 for the year ended December 31, 1996, filed with the Commission on May 10, 1996;
4. Quarterly Report on Form 10-Q for the three months ended March 31, 1996;
5. Quarterly Report on Form 10-Q for the three months ended June 30, 1996;
6. All other reports filed pursuant to Section 13 (a) or 15 (d) of the Exchange Act since the end of the fiscal year covered by the registrant's documents referred to in 1, 2 and 3 above;
7. The description of ENSCO Common Stock contained in its Registration Statement on Form 8-B, filed with the Commission November 12, 1987, and the Registration Statement on Form 8-A, filed with the Commission on February 3, 1981, as amended by Form 8, filed with the Commission on August 22, 1985; and
8. The description of ENSCO's Preferred Share Purchase Rights contained in its Registration Statement on Form 8-A filed with the Commission on February 23, 1995.

ITEM 4. DESCRIPTION OF SECURITIES

Not applicable

ITEM 5. INTEREST OF NAMED EXPERTS AND COUNSEL

Not applicable

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 145 of the General Corporation Law of the State of Delaware provides generally and in pertinent part that a Delaware corporation may indemnify its directors and officers against expenses, judgments, fines and settlements actually and reasonably incurred by them in connection with any civil, criminal, administrative, or investigative suit or action except actions by or in the right of the corporation if, in connection with the matters in issue, they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, and in connection with any criminal suit or proceeding, if in connection with the matters in issue, they had no reasonable cause to believe their conduct was unlawful. Section 145 further provides that in connection with the defense or settlement of any action by or in the right of the corporation, a Delaware corporation may indemnify its directors and officers against expenses actually and reasonably incurred by them if, in connection with the matters in issue, they acted in good faith, in a manner they reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made with respect to any claim, issue or matter as to which such person has been adjudged liable for negligence or misconduct unless the Court of Chancery or the court in which such action or suit is brought approves such indemnification.

Section 145 further permits a Delaware corporation to grant its directors and officers additional rights of indemnification through bylaw provisions and otherwise, and to purchase indemnity insurance on behalf of its directors and officers.

Article Fifteen of the ENSCO Certificate of Incorporation provides, in general, that the Registrant must indemnify its directors and officers under certain of the circumstances defined in Section 145, and that no director of ENSCO will be personally liable to ENSCO or its stockholders for monetary damages for any breach of such director's fiduciary duty, with certain exceptions. This Article further allows ENSCO to purchase and maintain insurance on behalf of its directors, officers, employees, or agents and to provide for such indemnification by means of a trust fund, security interest, letter of credit, surety bond, contract, and/or similar arrangement. The directors and officers of ENSCO and its subsidiaries are insured (subject to certain exceptions and deductions) against liabilities which they may incur in their capacity as such, including liabilities under the Securities Act, under a liability insurance policy carried by ENSCO. ENSCO has also entered into agreements with its officers and directors which essentially provide that ENSCO will indemnify the officers and directors to the extent set forth in the Certificate of Incorporation and Bylaws of ENSCO.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

ITEM 8. EXHIBITS

Exhibit Number -----	Description -----
* 4.1	ENSCO International Incorporated 1996 Non-Employee Directors Stock Option Plan
* 5.1	Opinion of Albert G. McGrath, Jr.
*23.1	Consent of Albert G. McGrath, Jr. (included in Exhibit 5.1)
*23.2	Consent of Price Waterhouse LLP
24	Power of Attorney (included on the signature page of the Registration Statement)

* Filed herewith.

ITEM 9. UNDERTAKINGS

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement;

(iii) To include any material information with respect to the Plan of Distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) The undersigned registrant hereby undertakes to deliver or cause to be delivered with the prospectus, to each person to whom the prospectus is sent or given, the latest annual report, to security holders that is incorporated by reference in the prospectus and furnished pursuant to and meeting the requirements of Rule 14a-3 or Rule 14c-3 under the Securities Exchange Act of 1934; and where interim financial information required to be presented by Article 3 of Regulation S-X is not set forth in the prospectus, to deliver, or cause to be delivered to each person to whom the prospectus is sent or given, the latest quarterly report that is specifically incorporated by reference in the prospectus to provide such interim financial information.

(d) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Dallas, State of Texas, on August 21, 1996.

ENSCO INTERNATIONAL INCORPORATED

By: /s/ Carl F. Thorne

CARL F. THORNE
Chairman of the Board

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated. Each person whose signature appears below hereby authorizes and appoints Carl F. Thorne, Richard A. Wilson and C. Christopher Gaut, and each of them, either one of whom may act without joinder of the others, as his attorney-in-fact to sign on his behalf individually and in the capacity stated below all amendments and post-effective amendments to this Registration Statement as that attorney-in-fact may deem necessary or appropriate.

SIGNATURE -----	TITLE -----	DATE -----
/s/ Carl F. Thorne ----- CARL F. THORNE	Chairman of the Board, President, Chief Executive Officer and Director	August 21, 1996
/s/ Richard A. Wilson ----- RICHARD A. WILSON	Senior Vice President, Chief Operating Officer and Director	August 21, 1996
/s/ C. Christopher Gaut ----- C. CHRISTOPHER GAUT	Vice President, Chief Financial Officer	August 21, 1996
/s/ H.E. Malone ----- H.E. MALONE	Vice President, Chief Accounting Officer and Controller	August 21, 1996
/s/ Craig I. Fields ----- CRAIG I. FIELDS	Director	August 21, 1996
/s/ Orville D. Gaither, Sr. ----- ORVILLE D. GAITHER, SR.	Director	August 21, 1996
/s/ Gerald W. Haddock ----- GERALD W. HADDOCK	Director	August 21, 1996
/s/ Dillard S. Hammett ----- DILLARD S. HAMMETT	Director	August 21, 1996
/s/ Thomas L. Kelly, II ----- THOMAS L. KELLY, II	Director	August 21, 1996
/s/ Morton H. Meyerson ----- MORTON H. MEYERSON	Director	August 21, 1996

EXHIBIT INDEX

Exhibit Number -----	Description -----
4.1	ENSCO International Incorporated 1996 Non-Employee Directors Stock Option Plan
5.1	Opinion of Albert G. McGrath, Jr.

23.2 Consent of Price Waterhouse LLP

ENSCO INTERNATIONAL INCORPORATED

1996 NON-EMPLOYEE DIRECTORS STOCK OPTION PLAN

INTRODUCTION

On February 21, 1996 (the "Effective Date") the Board of Directors of ENSCO International Incorporated (the "Company") adopted the following 1996 Non-Employee Directors Stock Option Plan:

1. **PURPOSE.** The purpose of the Plan is to provide Non-Employee Directors of the Company with a proprietary interest in the Company through the granting of options which will

- (a) increase the interest of the Non-Employee Directors in the Company's welfare;
- (b) furnish an incentive to the Non-Employee Directors to continue their services for the Company; and
- (c) provide a means through which the Company may attract able persons to serve on the Board.

2. **ADMINISTRATION.** The Plan will be administered by the Board.

3. **PARTICIPANTS.** All Non-Employee Directors of the Company are to be granted options under the Plan, and upon such grant will become participants in the Plan.

4. **SHARES SUBJECT TO PLAN.** Options may not be granted under the Plan for more than 300,000 shares of Common Stock of the Company, but this number shall be adjusted to reflect, if deemed appropriate by the Board, any stock dividend, stock split, share combination, recapitalization or the like, of or by the Company. Shares to be optioned and sold may be made available from either authorized but unissued Common Stock or Common Stock held by the Company in its treasury. Shares that by reason of the expiration of an option or otherwise are no longer subject to purchase pursuant to an option granted under the Plan may be reoffered under the Plan.

5. **ALLOTMENT OF SHARES.** Subject to approval by the Company's stockholders pursuant to Section 5(d), grants of options under the Plan shall be as described in this Section 5.

(a) Each Non-Employee Director of the Company elected after the Effective Date at the annual stockholders meeting who has not previously served as a director of the Company shall be granted an option, effective as of the Grant Date, to purchase 7,500 shares of Common Stock of the Company.

(b) Each Non-Employee Director of the Company appointed after the Effective Date to fill a vacancy in the Board who has not previously served as a director of the Company shall be granted an option, effective as of the Grant Date, to purchase 7,500 shares of Common Stock of the Company.

(c) Each other Non-Employee Director of the Company elected at, or continuing to serve following, each annual stockholders meeting, commencing with the 1996 annual meeting, shall be granted an option, effective as of the Grant Date, to purchase 3,000 shares of Common Stock of the Company.

(d) The Plan shall be submitted to the Company's stockholders for approval. The Board may grant options under the Plan prior to the time of stockholder approval, which options will be effective when granted, but if for any reason the stockholders of the Company do not approve the Plan prior to one year after the date of adoption of the Plan by the Board, all options granted under the Plan will be terminated and of no effect, and no option may be exercised in whole or in part prior to such stockholder approval.

6. GRANT OF OPTIONS. All options under the Plan shall be automatically granted as provided in Section 5. The grant of options shall be evidenced by stock option agreements containing such terms and provisions as are approved by the Board, but not inconsistent with the Plan. The Company shall execute stock option agreements upon instructions from the Board.

7. OPTION PRICE. The exercise price of each share of Common Stock covered by an option under the Plan shall be equal to the Fair Market Value of a share of Common Stock on the Grant Date.

8. OPTION PERIOD. The Option Period will begin on the Grant Date and will terminate at the first of the following:

(a) 5 p.m. on the fifth anniversary of the Grant Date.

(b) 5 p.m. on the date 180 days following the date of the Non-Employee Director's death or disability.

(c) 5 p.m. on the date 60 days following the date the Non-Employee Director ceases to be a director of the Company for any reason other than death or disability.

9. RIGHTS IN EVENT OF DEATH OR DISABILITY. If a participant dies or becomes disabled prior to termination of his right to exercise an option in accordance with the provisions of his stock option agreement without having totally exercised the option, the option may be exercised to the extent the participant could have exercised the option on the date of his death or disability at any time prior to the earlier of the dates specified in Section 8(a) or (b) hereof by (i) the participant's estate or by the person who acquired the right to exercise the option by bequest or inheritance or by reason of the death of the participant in the event of the participant's death, or (ii) the participant or his personal representative in the event of the participant's disability, subject to the other terms of the Plan and applicable laws, rules and regulations. For purposes of the Plan, the Board shall determine the date of disability of a participant.

10. PAYMENT. Full payment for shares purchased upon exercising an option shall be made in cash or by check or by tendering shares of Common Stock at the Fair Market Value per share at the time of exercise, or on such other terms as are set forth in the applicable option agreement. No shares may be issued until full payment of the purchase price therefor has been made, and a participant will have none of the rights of a stockholder until shares are issued to him. In addition, the participant shall tender payment of the amount as may be requested by the Company for the purpose of satisfying its liability to withhold federal, state or local income or other taxes incurred by reason of the exercise of an option.

11. VESTING.

(a) Each option will become fully vested and exercisable on the date which is six months after the Grant Date.

(b) In no event may an option be exercised or shares be issued pursuant to an option if any requisite action, approval or consent of any governmental authority of any kind having jurisdiction over the exercise of options shall not have been taken or secured.

12. CAPITAL ADJUSTMENTS AND REORGANIZATIONS. The number of shares of Common Stock covered by each outstanding option granted under the Plan and the option price thereof, and the number of shares to be granted pursuant to Section 5 and the option price thereof, shall be adjusted to reflect, as deemed appropriate by the Board, any stock dividend, stock split, share combination, exchange of shares, recapitalization, merger, consolidation, separation, reorganization, liquidation or the like, of or by the Company.

If (a) the Company shall be party to a merger or consolidation in which (i) the Company is not the surviving entity, or (ii) the Company survives only as a subsidiary of an entity other than a previously- owned subsidiary of the Company, or (iii) the Company survives but the Common Stock is exchanged or converted into any securities or property, (b) the Company sells, leases or exchanges or agrees to sell, lease or exchange all or substantially all of its assets to any person or entity (other than a wholly-owned subsidiary of the Company) or (c) the Company is to be dissolved and liquidated (each such event is referred to herein as a "Corporate Change"), then effective as of the earlier of (A) the date of approval by the stockholders of the Company of such Corporate Change or (B) the date of such Corporate Change, (1) in the event of any such merger or consolidation and upon any exercise of any outstanding option, the participant shall be entitled to purchase, in lieu of the number of shares of Common Stock as to which such option shall then be exercisable, the number and class of shares of stock or other securities or property to which the participant would have been entitled pursuant to the terms of the agreement of merger or consolidation if, immediately prior to such merger or consolidation the participant had been the holder of record of the number of shares of Common Stock as to which such option is then exercisable, and (2) in the event of any such sale, lease or

exchange of assets or dissolution, each participant shall surrender his options to the Company and the Company shall cancel such options and pay to each participant an amount of cash per share equal to the excess of the per share price offered to stockholders of the Company in any such sale, lease or exchange of assets or dissolution transaction for the shares subject to such options over the exercise price(s) under such options for such shares.

13. **NON-ASSIGNABILITY.** Options may not be transferred other than by will or by the laws of descent and distribution. Except as otherwise provided in the Plan, during a participant's lifetime, options granted to a participant may be exercised only by the participant.

14. **INTERPRETATION.** The Board shall interpret the Plan and shall prescribe such rules and regulations in connection with the operation of the Plan as it determines to be advisable for the administration of the Plan. The Board may rescind and amend its rules and regulations.

15. **AMENDMENT OR DISCONTINUANCE.** The Plan may be amended or discontinued by the Board without the approval of the stockholders of the Company, except that any amendment that would (a) materially increase the benefits accruing to participants under the Plan, (b) materially increase the number of securities that may be issued under the Plan, or (c) materially modify the requirements of eligibility for participation in the Plan, must be approved by the stockholders of the Company. In addition, the Plan shall not be amended more than once every six months, other than to comport with changes in the Internal Revenue Code of 1986, as amended, the Employee Retirement Income Security Act of 1974, as amended, or the rules thereunder.

16. **EFFECT OF PLAN.** Neither the adoption of the Plan nor any action of the Board shall be deemed to give any director any right to be granted an option to purchase Common Stock of the Company or any other rights except as may be evidenced by the stock option agreement, or any amendment thereto, duly authorized by the Board and executed on behalf of the Company, and then only to the extent and on the terms and conditions expressly set forth therein.

17. **TERM.** Unless sooner terminated by action of the Board, the Plan will terminate on February 20, 2006. The Board may not grant options under the Plan after that date, but options granted before that date will continue to be effective in accordance with their terms.

18. **DEFINITIONS.** For the purposes of the Plan, unless the context requires otherwise, the following terms shall have the meanings indicated:

(a) "Board" means the board of directors of the Company or any committee of the Board appointed by the Board to administer the Plan or any portion of the Plan.

(b) "Common Stock" means the Common Stock which the Company is currently authorized to issue or may in the future be authorized to issue (as long as the common stock varies from that currently authorized, if at all, only in amount of par value).

(c) "Fair Market Value " means, as of any specified date, the average between the high and low sales price of the Common Stock on the New York Stock Exchange (or, if the Common Stock is not then listed on such exchange, such other national stock exchange on which the Common Stock is then listed) on that date. If the Common Stock is not then listed on any national securities exchange but is traded over the counter at the time a determination of its Fair Market Value is required to be made hereunder, its Fair Market Value shall be deemed to be equal to the average between the reported high and low sales prices of Common Stock on the specified date. If the Common Stock is not publicly traded at the time a determination of its value is required to be made hereunder, the determination of its Fair Market Value shall be made by the Board in such manner as it deems appropriate.

(d) "Grant Date" means, with respect to an option, the date of the annual stockholders meeting at which the Non-Employee Director is elected or the date of the Board meeting at which the Non-Employee Director is appointed to fill a vacancy in the Board, whichever is applicable, and, as a consequence thereof, is granted that option.

(e) "Non-Employee Director" means a director of the Company who is not an employee of the Company or any of its subsidiaries.

(f) "Option Period" means the period during which an option may be exercised.

(g) "Plan" means this Non-Employee Directors Stock Option

Plan, as amended from time to time.

August 21, 1996

ENSCO International Incorporated
2700 Fountain Place
1445 Ross Avenue
Dallas, Texas 75202-2792

Re: Registration of Common Stock of ENSCO International Incorporated

Gentlemen:

On August ____, 1996, ENSCO International Incorporated, a Delaware corporation (the "Company"), filed with the Securities and Exchange Commission (the "Commission") a Registration Statement on Form S-8 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Act"). Such Registration Statement relates to the registration by the Company of an aggregate of 300,000 shares of its common stock, \$.10 par value per share (the "Shares") issuable under the ENSCO International Incorporated 1996 Non-Employee Directors Stock Option Plan (the Plan) and such additional shares as may become issuable pursuant to the anti-dilution provisions of the Plan. I have acted as counsel to the Company in connection with the preparation and filing of the Registration Statement.

In connection therewith, I have examined and relied upon the original or copies, certified to my satisfaction, of (i) the Plan and the Certificate of Incorporation and the Bylaws of the Company; (ii) copies of resolutions of the Board of Directors of the Company authorizing the adoption of the Plan, the issuance of the Shares and related matters; (iii) the Registration Statement and all exhibits thereto; and (iv) such other documents and instruments as I have deemed necessary for the expression of opinions herein contained. In making the foregoing examinations, I have assumed the genuineness of all signatures and the authenticity of all documents submitted to me as originals, and the conformity to original documents of all documents submitted to me as certified or photostatic copies. As to various questions of fact material to this opinion, I have relied, to the extent I deem reasonably appropriate, upon representations or certificates of officers or directors of the Company and upon documents, records and instruments furnished to me by the Company, without independent check or verification of their accuracy.

Based upon the foregoing examination, I am of the opinion that the Shares to be registered by the Company as described in the Registration Statement have been duly and validly authorized for issuance or sale and the Shares, when and if issued by the Company in accordance with the terms of the Plan, will be validly issued, fully paid and assessable.

The opinion expressed above is limited to the laws of the State of Texas and the federal laws of the United States and assumes that the Company will receive the full amount and type of consideration specified in the Plan for each of the shares of common stock issued under the Plan.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement. In giving such consent, I do not admit that I come within the category of persons whose consent is required by Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ ALBERT G. MC GRATH, JR.

ALBERT G. MC GRATH, JR.

Consent of Independent Accountants

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated February 2, 1996 appearing on page 23 of ENSCO International Incorporated s Annual Report on Form 10-K, as amended, for the year ended December 31, 1995.

/s/ PRICE WATERHOUSE LLP

Price Waterhouse LLP
Dallas, Texas

August 21, 1996

End of Filing

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