

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

FORM 8-K

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

Date of Report (Date of Earliest Event Reported): August 31, 2006

THE BRINK'S COMPANY  
(Exact name of registrant as specified in its charter)

Virginia ----- (State or other jurisdiction of incorporation)	1-9148 ----- (Commission File Number)	54-1317776 ----- (IRS Employer Identification No.)
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1801 Bayberry Court  
P. O. Box 18100  
Richmond, VA 23226-8100  
(Address and zip code of  
principal executive offices)

Registrant's telephone number, including area code: (804) 289-9600

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2.):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting materials pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 3.02. Unregistered Sales of Equity Securities.

In 1992, The Brink's Company (the "Company") established an irrevocable grantor trust (the "Trust") that provides a flexible structure to pre-fund a wide variety of compensation and benefit plans. Shares are issued by the Company to the Trust in exchange for a promissory note for the fair market value of the shares deposited. As shares are released from the Trust in connection with Company sponsored plans, the promissory note is effectively amortized.

On August 31, 2006, 2,000,000 shares of the Company's Common Stock, \$1.00 par value per share, were issued to the Trust to provide shares for future issuance under certain of the Company's compensation and benefit plans in exchange for a promissory note for the fair market value of the shares, \$113,380,000.

The shares issued to the Trust are exempt from registration pursuant to Section 4(2) of the Securities Act of 1933 because the shares were privately placed.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

99 Promissory Note, dated as of August 31, 2006, issued by the Trust in favor of the Company.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE BRINK'S COMPANY  
(Registrant)

Date: September 5, 2006

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

EXHIBIT INDEX

EXHIBIT  
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DESCRIPTION  
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99	Promissory Note, dated as of August 31, 2006, issued by the Trust in favor of the Company.
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## PROMISSORY NOTE

Richmond, Virginia

August 31, 2006

FOR VALUE RECEIVED, the undersigned, JPMorgan Chase Bank, National Association (formerly The Chase Manhattan Bank) (the "Trustee"), solely in its capacity as Directed Trustee of The Brink's Company Employee Benefits Trust (the "Trust"), hereby promises on behalf of the Trust to pay to the order of The Brink's Company (the "Company"), at the Company's principal office at 1801 Bayberry Court, Richmond, Virginia 23226-8100, the sum of One Hundred Thirteen Million, Three Hundred Eighty Thousand Dollars (\$113,380,000) together with interest thereon as hereinafter set forth.

Interest shall be paid (computed on the basis of a 360-day year of twelve 30-day months) on the unpaid principal balance, at an interest rate of nine and a half percent (9.5%) per annum. Interest shall accrue from the date hereof on the unpaid balance, and shall be paid on each of March 1, June 1, September 1 and December 1, commencing on December 1, 2006. Principal (and accrued unpaid interest thereon) of this Note may be prepaid in whole or in part at any time and from time to time without penalty and may, in the manner set forth in the Trust Agreement, be forgiven. Each prepayment (or forgiveness) of principal shall be applied to reduce installments of principal thereafter due on the Note in the order of their scheduled maturities. Whenever a payment fall due on a Saturday, Sunday or public holiday, such payment shall be made on the next business day. Upon termination of the Trust, the entire unpaid balance of principal and interest shall be immediately payable.

The Company shall, and is hereby authorized to, record on the schedule attached hereto as Schedule 1, or to otherwise record in accordance with its usual practice, the date and amount of each principal payment; provided, however, that the failure to do so shall not affect the Trust's obligation to pay amounts due hereunder.

All payments received hereunder shall be applied in the following order: first, to the payment of any costs (including attorney fees) incurred by the holder hereto in collecting any amounts hereunder; second, to the payment of accrued but unpaid interest; and third, to the payment of the principal amount outstanding.

This Note shall be governed by and construed under the laws of the State of New York.

The Trust hereby waives presentment, demand, protest and notice of dishonor.

This Note is issued by the Trust pursuant to the Trust Agreement, dated December 7, 1992, as amended, and is entitled to the benefits thereof. The Trustee is executing this Note solely in its capacity as Trustee of the Trust. The Trustee shall have no liability or obligation of any kind in its individual capacity to the Company or its successors as a result of the execution or issuance of this Note.

All payments of principal and interest in respect of this Note shall be made in transferable United States dollars in immediately available funds to the order of the holder hereof by wire transfer to such account at such financial institution as may be specified from time to time by the holder hereof to the Trustee in writing.

Any failure of the holder to exercise any right, remedy or recourse shall not be deemed a waiver or release of same, such waiver or release or any other modification of any such right, remedy or recourse to be effective only if set forth in a written document executed by the holder and then only to the extent recited therein. A waiver or release with reference to one event shall not be construed as continuing, as a bar to or as a waiver or release of any subsequent event. The acceptance by the holder of payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any right, remedy or recourse at that time or at any time, or nullify any prior exercise of any such right, remedy or recourse without the express written consent of the holder.

Subject to the provisions hereof, and to the extent not inconsistent with applicable law, in the event of a default hereunder, the Trustee agrees to pay all reasonable costs of collection hereof when billed therefor, including reasonable attorneys fees, whether or not action shall be instituted to enforce this Note.

JPMorgan Chase Bank, National Association,  
as Directed Trustee of The Brink's Company  
Employee Benefits Trust

By: /s/ Peter J. Coghill  
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Name: Peter J. Coghill  
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Title: Vice President  
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SCHEDULE 1

Promissory Note

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Schedule of Payments and

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Amounts Outstanding

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Date of Payment

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Amount of Payment

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Total Remaining  
Principal Amount Outstanding

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