

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 14D-1
TENDER OFFER STATEMENT PURSUANT TO SECTION 14(D) (1)
OF THE SECURITIES EXCHANGE ACT OF 1934
(AMENDMENT NO. 6)

MASLAND CORPORATION
(NAME OF SUBJECT COMPANY)

PA ACQUISITION CORP.
LEAR CORPORATION
(BIDDERS)

COMMON STOCK, PAR VALUE \$.01 PER SHARE
(INCLUDING THE ASSOCIATED PREFERRED STOCK PURCHASE RIGHTS)
(TITLE OF CLASS OF SECURITIES)

574806105

(CUSIP NUMBER OF CLASS OF SECURITIES)

JAMES H. VANDENBERGHE
21557 TELEGRAPH ROAD
SOUTHFIELD, MICHIGAN 48034
(810) 746-1500

(NAME, ADDRESS AND TELEPHONE NUMBER OF PERSONS AUTHORIZED TO
RECEIVE NOTICES AND COMMUNICATIONS ON BEHALF OF BIDDERS)

Copy to:

JOHN L. MACCARTHY, ESQ.
WINSTON & STRAWN
35 WEST WACKER DRIVE
SUITE 4200
CHICAGO, ILLINOIS 60601
(312) 558-5600

CALCULATION OF FILING FEE

Transaction Valuation*

Amount of Filing Fee

\$384,865,636.94

\$76,973.12

* Estimated solely for purposes of calculating the amount of filing fee. The amount assumes the purchase of 15,473,597 shares of Common Stock, par value \$.01 per share of the Subject Company (together with the associated preferred stock purchase rights, the "Shares"), comprised of (i) the 13,590,393 Shares that were outstanding as of May 23, 1996 and (ii) 1,883,204 Shares that would be issued assuming the exercise as of May 23, 1996 of all the then outstanding stock options and warrants to acquire Shares pursuant to the Subject Company's 1991 Stock Purchase and Option Plan, 1993 Stock Option Incentive Plan and Non-Employee Director Stock Option Plan (the "Stock Option Shares"), at a price per Share of \$26.00 in cash, less \$17,447,885.06 representing the number of Stock Option Shares multiplied by an average exercise price of \$9.265 applicable to the stock options and warrants relating to the Stock Option Shares.

/X/ 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 statement number, or the Form or Schedule and the date of its filing.

AMOUNT PREVIOUSLY PAID:

\$76,973.12

FILING PARTY: PA ACQUISITION CORP.
LEAR CORPORATION

FORM OR REGISTRATION NO.:

Lear Corporation, a Delaware corporation ("Parent"), and PA Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Parent (the "Purchaser"), hereby amend and supplement their Tender Offer Statement on Schedule 14D-1, filed on May 30, 1996 (as amended, the "Schedule 14D-1"), relating to the offer by the Purchaser and Parent to purchase all of the outstanding shares of Common Stock, par value \$.01 per share (together with the associated rights to purchase Series A Junior Participating Preferred Stock, par value \$.01 per share, the "Shares") of Masland Corporation, a Delaware corporation (the "Company"), as set forth in this Amendment No. 6. The item numbers and responses thereto below are in accordance with the requirements of Schedule 14D-1 under the Securities Exchange Act of 1934, as amended.

ITEM 10. ADDITIONAL INFORMATION.

The information set forth in Item 10(f) is hereby amended and supplemented by the following:

The information set forth in Section 2 ("Acceptance for Payment and Payment of Shares") of the Offer to Purchase is hereby amended by deleting the reference to the "sole discretion" of the Purchaser appearing in the fifth line of the first paragraph of such Section 2 and inserting in lieu thereof the phrase "reasonable discretion".

The information set forth in Section 8 ("Certain Information Concerning the Company") of the Offer to Purchase is hereby amended and supplemented by adding the following text to the fifth paragraph of such Section 8 (the third paragraph appearing on page 12 of the Offer to Purchase) immediately preceding the last sentence of such fifth paragraph:

"With respect to unit volumes for the car, mini-van and light truck models served by the Company, the Projections utilized the assumption that North American vehicle production, the market that the Company supplies, will remain stable at approximately 14.5 million units in 1996 and 1997 and increase to approximately 15 million units in 1998, 1999 and 2000. In addition, the calculation of sales growth for purposes of the Projections included both existing awards of programs and the award of certain programs that the Company believes it may obtain based on its discussions with its customers. Further, the Company's assumptions that its start-up operations will mature and that its H.L. Blachford operations will improve contributed to the increase in net income in the Projections."

The information set forth in Section 12 ("Purpose of the Offer and the Merger; Plans for the Company; The Merger Agreement; The Stockholders Agreement; The Termination, Consulting and Noncompete Agreement; The Employment Agreement") of the Offer to Purchase is hereby amended by deleting the reference to the "sole discretion" of the Purchaser appearing in the eleventh line of the paragraph captioned "The Offer" on page 18 of the Offer to Purchase and inserting in lieu thereof the phrase "reasonable discretion".

The information set forth in Section 14 ("Certain Conditions of the Offer") of the Offer to Purchase is hereby amended and supplemented by the following:

(i) The twenty-first line of the first paragraph of such Section 14 is hereby amended and supplemented by adding the phrase "including at the Expiration Date" immediately after the parenthesis and before the comma appearing in such line;

(ii) The thirty-first line of the first paragraph of such Section 14 is hereby amended by deleting the reference to the "sole judgment" of Parent and the Purchaser appearing in such line and inserting in lieu thereof the phrase "reasonable judgment";

(iii) The thirty-sixth line of the first paragraph of such Section 14 (the first line appearing on page 29 of the Offer to Purchase) is hereby amended by deleting the reference to the "sole judgment" of Parent and the Purchaser appearing in such line and inserting in lieu thereof the phrase "reasonable judgment";

(iv) The third to last line of the first paragraph of such Section 14 (the thirty-seventh line appearing on page 29 of the Offer to Purchase) is hereby amended by deleting the reference to the "sole judgment" of Parent and the Purchaser appearing in such line and inserting in lieu thereof the phrase "reasonable judgment"; and

(v) The third line of the last paragraph of such Section 14 is hereby amended by deleting the reference to the "sole discretion" of each of Parent and the Purchaser appearing in such line and inserting in lieu thereof the phrase "reasonable discretion".

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: June 18, 1996

PA ACQUISITION CORP.

By: /s/ James H. Vandenberghe

Name: James H. Vandenberghe
Title: Executive Vice President and
Chief
Financial Officer

LEAR CORPORATION

By: /s/ James H. Vandenberghe

Name: James H. Vandenberghe
Title: Executive Vice President and
Chief
Financial Officer

EXHIBIT INDEX

EXHIBIT NUMBER	EXHIBIT NAME
99.1(a)*	-- Offer to Purchase dated May 30, 1996.
99.2(a)*	-- Letter of Transmittal.
99.3(a)*	-- Notice of Guaranteed Delivery.
99.4(a)*	-- Letter to Brokers, Dealers, Banks, Trust Companies and Other Nominees.
99.5(a)*	-- Letter to Clients for use by Brokers, Dealers, Banks, Trust Companies and Other Nominees.
99.6(a)*	-- Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.
99.7(a)*	-- Form of Summary Advertisement dated May 30, 1996.
99.8(a)*	-- Text of Press Release, dated May 24, 1996, issued by the Company and Parent.
99.9(a)*	-- Text of Press Release, dated May 30, 1996, issued by Parent.
99.10(a)*	-- Letter to Participants in the Masland Associates Security Plan.
99.11(a)*	-- Text of Press Release, dated June 10, 1996, issued by Parent.
99.12(a)*	-- Text of Press Release, dated June 12, 1996, issued by Parent.
99.13(a)*	-- Text of Press Release, dated June 17, 1996, issued by Parent.
99.1(b)*	-- Credit Agreement, dated as of August 17, 1995, among Parent, the financial institutions party thereto, Chemical Bank, as Administrative Agent, and the Managing Agents, Co-Agents and Lead Managers named therein, as amended.
99.2(b)*	-- Second Amendment and Consent dated as of May 28, 1996 to the Credit Agreement dated as of August 17, 1995, as amended, among Parent, the financial institutions party thereto, Chemical Bank, or Administrative Agent, and the Managing Agents, Co-Agents and Lead Managers identified therein.
99.1(c)*	-- Agreement and Plan of Merger, dated as of May 23, 1996, by and among Parent, the Purchaser and the Company.
99.2(c)*	-- Stockholders Agreement, dated as of May 23, 1996, among Parent, the Purchaser, William J. Branch, Larry W. Owen and Darrell F. Sallee.
99.3(c)*	-- Confidentiality and Standstill Agreement, dated as of March 14, 1996, between and among the Company, and its subsidiaries, and Parent, and its subsidiaries.
99.4(c)*	-- Agreement to Negotiate Exclusively, dated as of May 2, 1996, by and between Parent and the Company.
99.5(c)*	-- Termination, Consulting and Noncompete Agreement, dated May 29, 1996, among Parent, the Purchaser and William J. Branch.
99.6(c)*	-- Employment agreement, dated as of May 29, 1996, between the Company and Dr. Frank J. Preston.
99.1(d)	-- None.
99.1(e)	-- Not applicable.
99.1(f)	-- None.
99.1(g)*	-- Text of Press Release, dated June 4, 1996, issued by the Company.

* Previously filed.