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

FORM 10-Q

(Mark One)
/X/ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

FOR THE QUARTERLY PERIOD ENDED MAY 31, 1994

OR

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

FOR THE TRANSITION PERIOD FROM ------------------- TO -------------------

COMMISSION FILE NUMBER 1-7573

PARKER DRILLING COMPANY
(Exact name of registrant as specified in its charter)

Delaware	73-0618660
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

Parker Building, Eight East Third Street, Tulsa, Oklahoma 74103
(Address of principal executive offices) (zip code)

Registrant's telephone number, including area code (918) 585-8221

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

As of June 30, 1994, 55,098,270 common shares were outstanding.

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PARKER DRILLING COMPANY

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PART 1. FINANCIAL INFORMATION

PARKER DRILLING COMPANY AND SUBSIDIARIES
CONSOLIDATED CONDENSED BALANCE SHEETS
(Dollars in Thousands)
(Unaudited)

<CAPTION>

	May 31, 1994	August 31, 1993
ASSETS		
<S>	<C>	<C>
Current assets:		
Cash and cash equivalents	$ 8,403	$ 12,570
Other short-term investments	4,977	31,419
Accounts and notes receivable	35,893	23,353
Rig materials and supplies	10,372	10,970
Other current assets	8,897	2,793
Total current assets	68,542	81,105
Property, plant and equipment less accumulated depreciation, depletion and amortization of $485,486 at May 31, 1994, and $472,466 at August 31, 1993	155,043	139,326
Other noncurrent assets	15,740	15,911
Total assets	$239,325	$236,342

LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities:		
Accounts payable	$ 11,427	$ 5,915
Accrued liabilities	9,613	9,646
Accrued income taxes	4,088	5,291

Total current liabilities	25,128	20,852
Deferred income taxes	1,198	1,198
Other long-term liabilities	2,711	3,495
Minority interest	3,267	3,118
Common stock, $.16 2/3 par value	9,182	9,164
Capital in excess of par value	202,271	201,784
Retained earnings (Accumulated deficit)	(1,434)	499
Other	(2,998)	(3,768)
Total liabilities and stockholders' equity	$239,325	$236,342

See accompanying notes to consolidated condensed financial statements.

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PARKER DRILLING COMPANY AND SUBSIDIARIES
CONSOLIDATED CONDENSED STATEMENTS OF OPERATIONS
(Dollars in Thousands Except Per Share Amounts)
(Unaudited)

<CAPTION>

	Three Months Ended May 31, 1994	Three Months Ended May 31, 1993	Nine Months Ended May 31, 1994	Nine Months Ended May 31, 1993
<S>	<C>	<C>	<C>	<C>
Revenue:				
Drilling contracts	$35,631	$24,190	$114,721	$70,748
Other	1,048	843	2,733	3,518
Gross operating revenue	36,679	25,033	117,454	74,266
Operating expense:				
Drilling	26,584	15,195	81,123	44,760
Other	1,031	769	2,838	3,045
Depreciation, depletion and amortization	5,698	4,941	15,687	15,328
General and administrative	6,302	6,177	19,911	19,768
	39,615	27,082	119,559	82,901
Operating income (loss)	(2,936)	(2,049)	(2,105)	(8,635)
Other income and (expense):				
Interest expense	(2)	(14)	(9)	(53)
Interest income	251	487	806	1,292
Other income (expense) - net	70	(12)	502	(540)
	319	461	1,299	699
Income (loss) before income taxes	(2,617)	(1,588)	(806)	(7,936)
Income tax expense	174	525	1,127	1,675
Net income (loss)	(2,791)	(2,113)	(1,933)	(9,611)
Dividends on preferred stock	-	-	-	6
Income (loss) applicable to common stock	$(2,791)	$(2,113)	$ (1,933)	$(9,617)
Earnings (loss) per share,				

primary and fully diluted	$ (.05)	$ (.04)	$ (.04)	$ (.18)
Number of common shares used in computing earnings (loss) per share:				
Primary	54,325,100	53,772,534	54,209,089	53,007,108
Fully diluted	54,325,100	53,772,534	54,209,089	53,007,108

See accompanying notes to consolidated condensed financial statements.

/TABLE
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PARKER DRILLING COMPANY AND SUBSIDIARIES
CONSOLIDATED CONDENSED STATEMENTS OF CASH FLOWS
Increase (Decrease) in Cash and Cash Equivalents
(Dollars in Thousands)
(Unaudited)

<CAPTION>

	Nine Months Ended May 31, 1994	Nine Months Ended May 31, 1993
<S>	<C>	<C>
Cash flows from operating activities:		
Net income (loss)	$(1,933)	$(9,611)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation, depletion and amortization	15,687	15,328
Expenses not requiring cash	2,259	3,698
Change in operating assets and liabilities	(14,989)	5,813
Other-net	(705)	(958)
Net cash provided by operating activities	319	14,270
Cash flows from investing activities:		
Capital expenditures	(31,841)	(6,529)
Proceeds from the sale of equipment	1,247	6,053
Decrease (increase) in short-term investments	26,442	(17,627)
Proceeds from disposition of a subsidiary	-	2,325
Other-net	(30)	(127)
Net cash provided (used) by investing activities	(4,182)	(15,905)
Cash flows from financing activities:		
Principal payments under debt obligations	-	(777)
Proceeds from exercise of a stock warrant	-	4,320
Other-net	(304)	(1,043)
Net cash provided (used) by financing activities	(304)	2,500
Net increase (decrease) in cash and cash equivalents	(4,167)	865
Cash and cash equivalents at beginning of period	12,570	13,288
Cash and cash equivalents at end of period	$ 8,403	$14,153
Supplemental disclosure:		
Interest paid	$ 9	$ 47
Taxes paid	$ 2,330	$ 1,953

See accompanying notes to consolidated condensed financial statements.

/TABLE

PARKER DRILLING COMPANY AND SUBSIDIARIES

NOTES TO UNAUDITED CONSOLIDATED CONDENSED FINANCIAL STATEMENTS

1. In the opinion of the Company, the accompanying unaudited consolidated condensed financial statements reflect all adjustments (of a normally recurring nature) which are necessary for a fair presentation of (1) the financial position as of May 31, 1994 and August 31, 1993, (2) the results of operations for the three and nine months ended May 31, 1994 and May 31, 1993, and (3) cash flows for the nine months ended May 31, 1994 and May 31, 1993. Results for the three and nine months ended May 31, 1994, are not necessarily indicative of the results which will be realized for the year ending August 31, 1994. The year-end consolidated condensed balance sheet data was derived from audited financial statements, but does not include all disclosures required by generally accepted accounting principles. The financial statements should be read in conjunction with the Company's Form 10-K for the year ended August 31, 1993.

2. Earnings per common share is based on the weighted average number of common shares and common share equivalents outstanding during the period. Common shares granted under the 1969 Key Employee Stock Grant Plan, 1980 Incentive Career Stock Plan and the 1991 Stock Grant Plan are issued and outstanding but are not considered in the computation of weighted average shares outstanding until the restrictions lapse. However, they are considered common stock equivalents.

3. A former employee ("Plaintiff") was injured while working for the Company on a rig owned and operated by another firm ("Defendant"). The Plaintiff was granted an award totaling $6.75 million from the Defendant. Although, the Company provided a defense for the Defendant pursuant to the indemnity provision in the contract between the parties, the Company is currently in litigation to determine the liability of the Company to indemnify the Defendant due to the findings by the jury as to the conduct of the Defendant's agents that caused the injury to the Plaintiff. Pending resolution of the liability issue, the Company and the Defendant entered into a non-binding funding arrangement whereby in March 1994 each party funded $3.375 million of the award without prejudice to their respective legal positions. Management believes that the Company is not legally obligated to fund the award. However, if the Company is liable, management believes it has adequate insurance to recover the majority of any loss.

4. During the third quarter fiscal 1994 the Company entered into an amendment to its Credit Agreement. The amendment extends $7.5 million of the $15 million revolving credit facility from September 1994, through March 1996.

Report of Independent Accountants

To the Board of Directors and Shareholders
Parker Drilling Company

We have reviewed the consolidated condensed balance sheet of Parker Drilling Company and subsidiaries as of May 31, 1994, and the related consolidated condensed statements of operations for the three and nine month periods ended May 31, 1994 and 1993 and consolidated condensed statements of cash flows for the nine month periods ended May 31, 1994 and 1993. These financial statements are the responsibility of the Company's management.

We conducted our review in accordance with standards established by the American Institute of Certified Public Accountants. A review of interim financial information consists principally of applying analytical procedures to financial data and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the condensed consolidated financial statements referred to above for them to be in conformity with generally accepted accounting principles.

We have previously audited, in accordance with generally accepted auditing standards, the consolidated balance sheet as of August 31, 1993, and the related consolidated statements of operations, redeemable preferred stock and stockholders' equity and cash flows for the year then ended (not presented herein); and in our report, dated October 14, 1993, we expressed an unqualified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying condensed consolidated balance sheet as of August 31, 1993, is fairly stated in all material respects in relation to the consolidated balance sheet from which it has been derived.

COOPERS & LYBRAND

Tulsa, Oklahoma
July 13, 1994

MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS

RESULTS OF OPERATIONS
- - ---------------------

Third Quarter of Fiscal 1994 Compared with Third Quarter of Fiscal 1993

The Company experienced a net loss of $2.8 million for the third quarter of fiscal 1994, compared to a net loss of $2.1 million for the same period in fiscal 1993. The primary reason for the increase in net loss was an increase in depreciation expense of $.8 million. In addition, drilling margins of $9.0 million did not improve over the third quarter of fiscal 1993 even though drilling revenue increased $11.4 million.

Drilling revenue in the third quarter of fiscal 1994 increased to $35.6 million from $24.2 million in the third quarter of fiscal 1993. International utilization in the third quarter of fiscal 1994 was 53 percent compared to 38 percent for the same period of fiscal 1993, and overall utilization increased to 31 percent from 24 percent.

Drilling revenue from operations in Africa, the Middle East and Commonwealth of Independent States ("CIS") declined a combined $.2 million when comparing the third quarter of fiscal 1994 with the third quarter of fiscal 1993. The Company entered a new market in the fourth quarter of fiscal 1993 when it obtained a labor contract with a major customer in the country of Kazakhstan. This increase in revenue was offset by a decease in revenue from the country of Chad which had two rigs operating beginning in the third quarter of fiscal 1993 through the first quarter of fiscal 1994. These two rigs began operations again in Chad during the fourth quarter of fiscal 1994.

International drilling revenue from operations in Asia and the Pacific during the third quarter of fiscal 1994 increased $5.2 million compared to the same quarter of fiscal 1993. The primary reasons for the increase were the start-up of operations in the Philippines, another new market for the Company, and the resumption of operations in Pakistan, both during the first quarter of fiscal 1994. Also contributing to the increase was higher utilization in Papua New Guinea in the third quarter of fiscal 1994 versus the third quarter of fiscal 1993.

Western Hemisphere international drilling revenue increased $7.3 million from the third quarter of fiscal 1993. The primary reason for the increase was revenue from operations in the country of Argentina. The Company reentered the Argentina drilling market during the fourth quarter of fiscal 1993. In addition revenue from operations in Colombia increased in the third quarter of fiscal 1994 compared to the third quarter of fiscal 1993 due to an increase in utilization.

Domestic drilling revenue declined $.9 million due primarily to the release at the end of the third quarter of fiscal 1994 of the Company's specialized arctic rig. Management forecasts this rig will begin operations again in the second quarter of fiscal 1995.

Although drilling revenue increased $11.4 million versus last year's third quarter, the Company's drilling margin (drilling revenue less drilling expense) remained nearly the same. Drilling margins in Colombia declined due to increased operating expenses and costs associated with the startup of two rigs. In Argentina, the initial startup costs of entering a new market and putting ten newly acquired rigs to work (four in the third quarter) continued to negatively impact drilling margins. Additionally, during this transition period the Company encountered drilling problems which resulted in slower-than-expected drilling progress on some of the footage rate contracts. Management is taking steps to resolve the drilling problems and reduce operating expenses in these two countries.

Depreciation expense in the third quarter of fiscal 1994 increased $.8 million over the same quarter of fiscal 1993. The increase in depreciation expense was the result of the increased level of capital expenditures during the current fiscal year. The Company was able to hold general and administrative expense at the same level as the third quarter of the prior year even as overall utilization increased. Income tax expense, consisting primarily of foreign income taxes, decreased $.4 million due primarily to the reversal of an accrual in a country where the Company received a favorable tax treatment of earnings from prior years' operations.

First Nine Months of Fiscal 1994 Compared with First Nine Months of Fiscal 1993

The Company's net loss of $1.9 million for the first nine months of fiscal 1994 represented a $7.7 million improvement over the same period of fiscal 1993. The improvement was primarily attributable to increased drilling revenue and drilling margin for the first nine months of fiscal 1994.

Drilling revenue of $114.7 million for the first nine months of fiscal 1994 was up $44.0 million from the first nine months of fiscal 1993 as overall utilization increased to 35 percent from 24 percent. International utilization for the first nine months of fiscal 1994 was 57 percent compared to 37 percent for the same period of fiscal 1993.

International drilling revenue from operations in Africa, the Middle East and CIS increased $11.5 million over the first nine months of fiscal 1993. Revenue increased from the operation of two work-over rigs in the Russian Republic and a one-rig contract in Congo, both areas that had no operations during the first nine months of fiscal 1993. These three rigs were released during the second quarter of fiscal 1994. Also during the fourth quarter of fiscal 1993 the Company began operating in the country of Kazahkstan under a labor contract for a major customer.

International drilling revenue from operations in Asia and the Pacific during the first nine months of fiscal 1994 increased $17.1 million compared to the same period of fiscal 1993. The increase was primarily the result of the operation of two geothermal rigs in the Philippines, the resumption of operations in Pakistan during the first quarter of fiscal 1994 and increased utilization in Papua New Guinea.

RESULTS OF OPERATIONS (continued)
- - ---------------------

Western Hemisphere international drilling revenue increased $13.4 million as operations in Argentina and increased utilization in Ecuador and Peru more than offset a decline in revenue in Colombia resulting from a decrease in utilization in that country. Domestic drilling revenue increased $2.2 million as utilization in the continental United States improved to 15 percent for the first nine months of fiscal 1994 versus 11 percent for the first nine months of 1993.

Drilling margins did not improve in proportion to the increase in drilling revenue for reasons previously discussed in the third quarter comparison. Depreciation expense increased $.4 million as a result of increased capital spending during fiscal 1994. Other income (expense) increased $1.0 million due primarily to a $.9 million adjustment of a prior years workers' compensation liability recorded in the first quarter of fiscal 1993. Income tax expense declined $.5 million for the reason previously discussed in the comparison of third quarter operations.

LIQUIDITY AND CAPITAL RESOURCES

During the first nine months of fiscal 1994, cash and other short-term investments declined $30.6 million. The decline was caused by the Company financing capital expenditures of $31.8 million primarily with existing cash and short-term investments.

Capital expenditures for the first nine months of fiscal 1994 included expenditures for the acquisition and modification of twelve drilling rigs. Eleven of the rigs are in Argentina with ten having been under contract during the third quarter of fiscal 1994. Another rig is currently operating in Colombia for a major customer. Management currently forecasts total capital expenditures for fiscal 1994 to be approximately $37.0 million. In the event the Company obtains contracts in addition to those currently anticipated that would require the construction or purchase of new or specialized rigs or significant modifications to existing rigs, capital expenditures could be greater than this forecasted amount. Any significant increase in capital expenditures would be subject to restrictions imposed on the Company as specified below.

LIQUIDITY AND CAPITAL RESOURCES (continued)
- - -------------------------------

The Company has a credit agreement ("Agreement") with two banks which provides for a $15.0 million revolving credit facility through September 1994. The Agreement was amended in the third quarter of fiscal 1994 to extend $7.5 million of the revolving credit facility through March 1996. All of the credit facility was available for drawdown as of May 31, 1994. It contains restrictions on annual capital expenditures and certain senior and subordinated indebtedness which can be incurred by Parker Drilling Company and certain subsidiaries designated in the Agreement. These designated subsidiaries comprise the operating subsidiaries through which the Company performs the majority of its drilling operations. The credit facility also limits payment of dividends on the Company's common stock to the lesser of 40 percent of consolidated net income for the preceding fiscal year, or $2.6 million. The remaining subsidiaries of the Company are not a party to the credit facility and are able to make capital expenditures and obtain independent financing from lenders that have no recourse to Parker Drilling Company and the designated subsidiaries, subject only to an overall limitation of indebtedness.

The restrictions in the Agreement are not anticipated to restrict growth or investment opportunities in the foreseeable future.

Management believes that the current level of cash and short-term investments, together with cash generated from operations, should be sufficient to meet the Company's immediate capital needs. However, in the event the Company obtains additional contracts requiring further significant capital expenditures, management believes the Company would likely meet both short-term and long-term capital needs through a combination of cash generated from operations, borrowings under the bank credit agreement and either equity or long-term debt financing.

OTHER MATTERS
- - -------------

The Company is currently involved in litigation as discussed in Note 3 of Notes to Unaudited Consolidated Condensed Financial Statements.

PART II. OTHER INFORMATION

Item 6. Exhibits and Reports on Form 8-K

(a)Exhibits:

Exhibit 10(a) Amendment dated as of May 2, 1994, to the Credit Agreement, dated as of September 24, 1992, between Morgan Guaranty Trust Company of New York, Internationale Nederlanden Bank N.V. and Parker Drilling Company

Exhibit 15 Letter re Unaudited Interim Financial Information

(b)Reports on Form 8-K - There were no reports on Form 8-K filed during the nine months ended May 31, 1994.

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.

Parker Drilling Company

Registrant

Date: July 12, 1994

By: /s/James J. Davis

James J. Davis
Vice President, Finance and
Chief Financial Officer

By: /s/Randy Ellis

Randy Ellis
Controller and
Chief Accounting Officer

Exhibit 10(a)

AMENDMENT TO CREDIT AGREEMENT

AMENDMENT TO CREDIT AGREEMENT dated as of May 2nd, 1994, among Parker Drilling Company, a Delaware corporation (the "Borrower"), Morgan Guaranty Trust Company of New York ("Morgan") and International Nederlanden (U.S.) Capital Corporation ("INCC"), as assignor of the interest of Internationale Nederlanden Bank, N.V. ("ING") (individually referred to herein as a "Bank" and collectively referred to as "Banks").

WITNESSETH:

WHEREAS, the Borrower and the Banks are parties to the Credit Agreement dated as of September 24, 1992, (as heretofore amended by amendment dated as of December 12, 1993, the "Agreement"); and

WHEREAS, ING assigned to INCC all of ING's rights, interests and obligations under the Agreement pursuant to a certain Assignment and Assumption dated September 8, 1993; and

WHEREAS, the Borrower has requested INCC, and INCC has agreed, to extend the Loan Commitment Period with regard to INCC's Loan Commitment by amending the Termination Date to March 1, 1996, and the Borrower has requested the Banks, and the Banks have agreed, to amend certain covenants; and

WHEREAS, the parties hereto have agreed to such Amendment subject to the terms contained herein;

NOW, THEREFORE, in consideration of the premises and the mutual agreement herein contained, the Borrower and the Banks agree as follows:

1. AMENDMENT TO DEFINITION OF ING AND BANKS. All references to "ING" in the Agreement are amended to read "INCC" and the definition of "INCC" is added as follows:

> "INCC" means International Nederlanden (U.S.) Capital Corporation and any successors thereto or assignees thereof.

The definition of "Banks" is amended to read as follows:

> "shall mean Morgan and INCC and any successors thereto or assignees thereof; provided, however, that from and after the later of September 1, 1994, or the date on which all amounts owing to Morgan shall have been paid in full, "Banks" and "Bank" shall be deemed to refer solely to INCC;"

2. AMENDMENT TO BASE RATE AND EURODOLLAR RATE. The definition of "Base Rate" is hereby amended by deleting the phrase, "provided that if ING shall cease to announce a prime commercial lending rate, then 'Base Rate' shall mean," and inserting in lieu thereof, provided that with respect to INCC 'Base Rate' shall mean". The definition of "Eurodollar Base Rate" is hereby amended by deleting the phrase, "provided that if ING shall cease to make such offers, 'Eurodollar Base Rate' shall mean, "and inserting in place thereof, "provided that with respect to INCC 'Eurodollar Base Rate' shall mean".

3. AMENDMENT OF TERMINATION DATE. The definition of Termination Date shall be amended to read as follows:

> "Termination Date" shall mean with regard to the Loan Commitment of INCC the date of March 1, 1996, but shall mean September 1, 1994, with regard to the Loan Commitment of Morgan;"

4. NOTE OF INCC. Company shall execute and deliver to INCC a Note dated as of the date of this Amendment otherwise in the form of Exhibit A to the Agreement, with appropriate insertions as to date and principal amount,

payable to the order of INCC, which Note shall be stated to mature on the Termination Date with respect to the Loan Commitment of INCC. Such Note shall represent the obligation of the Company to pay INCC the aggregate principal amount of all Loans made by INCC. All references in the Agreement to "Note" shall refer to such Note. The Company's obligation to execute and deliver said Note shall be contingent upon receipt by Company of any and all notes in favor of ING by the Company duly stamped "Canceled".

5. AMENDMENT TO ARTICLE 2. Article 2 is hereby amended by adding the following additional Subsection 2.19:

"2.19 TERMINATION DATE OF MORGAN. Notwithstanding the provisions of Subsection 2.17 and 2.18, on the Termination Date with respect to the Loan Commitment of Morgan, provided no Default or event of Default shall have occurred which is continuing, the Company shall pay to Morgan the outstanding principal of and interest on the Loans made by Morgan to the Company under this Agreement. From and after such payment of the outstanding principal of and interest on the Loans made by Morgan to the Company, the provisions of Subsection 2.17 and 2.18 shall no longer apply and other than as provided in the next sentence, all references to "Bank" or "Banks" in the Agreement shall refer only to INCC. The provisions of Subsection 8.5 of the Agreement shall continue to inure to the benefit of Morgan from and after the Termination Date with respect to the Loan Commitment of Morgan with respect to any liabilities, losses, damages, costs and expenses arising or relating circumstances occurring, prior to the Termination Date with respect to the Loan Commitment of Morgan."

6. AMENDMENT TO SUBSECTION 6.8. Subsection 6.8 is hereby amended by deleting subpart (i) and inserting in lieu thereof:

"(i) cash expenditures not exceeding, in the aggregate for the Company and the Restricted Subsidiaries, $50,000,000 for the fiscal year ending August 31, 1994, and $30,000,000 for any fiscal year thereafter on a non cumulative basis."

7. AMENDMENT TO SUBSECTION 6.12. Subsection 6.12 is hereby amended to read as follows:

"Minimum Consolidated Operating Cash Flow. As of the end of each fiscal quarter of the Company, the Company and Restricted Subsidiaries shall not permit Consolidated Operating Cash Flow for the period of four consecutive fiscal quarters ending on the date of determination thereof to be less than $500,000; provided, however, if on the date of determination the Company has any outstanding Indebtedness to the Bank pursuant to this Agreement or other additional senior indebtedness allowable under this Agreement (specifically excluding purchase money indebtedness), the Company shall not permit the average quarterly Consolidated Operating Cash Flow for the previous four consecutive fiscal quarters ending on the date of determination thereof to be less than an amount equal to one-seventh (1/7) of the average outstanding Adjusted Indebtedness of the Company during the fiscal quarter ending on the date of determination thereof. (For the purposes of this Agreement, Adjusted Indebtedness shall be calculated as the sum of the following: (i) indebtedness to the Bank pursuant to this Agreement, as amended, and (ii) other additional senior indebtedness excluding purchase money and undrawn letters of credit. For the purposes of this subsection 6.12, Consolidated Operating Cash Flow for any period shall mean the sum of (i) consolidated Net Income of the Company and the Restricted Subsidiaries for such period and (ii) any non-cash charges, including, but not limited to, deductions for depreciation expense and amortization of intangible assets, for such period.)"

8. EFFECTIVENESS. This Amendment shall be effective as of the date first written above when all of the following shall have occurred:

(a) "This amendment shall have been executed and delivered by the Company and the Bank;

(b) The Bank shall have received a legal opinion of legal counsel to the Company, in form and substance satisfactory to the Bank; and

(c) The Bank shall have received, in form and substance satisfactory to the Bank, a certificate dated as of the date of this Amendment signed by a duly authorized officer of the Company certifying as true and correct the Articles of Incorporation and Bylaws of the Company previously delivered to the Bank (or such amendments thereof as shall accompany such certificate) and Resolutions of the Board of Directors of the Company approving the execution, delivery and performance of this Amendment.

9. REPRESENTATIONS AND WARRANTIES. The Company, without limiting the representations and warranties provided in the Agreement, hereby represents

and warrants, with respect to and as they shall apply to this Amendment, that the representations and warranties contained in the Agreement are true and correct as of the effective date of this Amendment and after giving effect to the transactions contemplated hereby. Any factual information heretofore or contemporaneously furnished by or on behalf of the Company and relied upon by the Bank for the purposes of or in connection with this Amendment does not contain any untrue statement of material fact or omit to state any material fact necessary to make the statements contained herein or in said information not misleading.

10. EXPENSES. The Company agrees to pay on demand all reasonable costs and expenses necessarily incurred in connection with the preparation, negotiation, execution and delivery of this Amendment, including reasonable fees and expenses of counsel for the Bank.

11. DEFINITIONS. The terms defined in the Agreement shall have their defined meanings when used herein.

12. EFFECT OF AGREEMENT. Except as amended and modified by this Amendment, the Agreement shall continue to be, and shall remain, in full force and effect in accordance with its terms.

13. MULTIPLE COUNTERPARTS. This Amendment may be executed in separate counterparts by the Company and the Banks, all of which taken together shall constitute one and the same Agreement.

14. GOVERNING LAW. This Amendment shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their respective duly authorized officers as of the date first written above.

PARKER DRILLING COMPANY

By: /s/I. E. Hendrix

Its: Vice President and Treasurer

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

By: /s/Bill Jenks

Its: Vice President

INTERNATIONAL NEDERLANDEN
(U.S.) CAPITAL CORPORATION

By: /s/John T. Catchpole

Its: Vice President

CONSENT AND AGREEMENT

Each of the undersigned Guarantors hereby consents to the provisions of this Amendment and the transactions contemplated herein and hereby ratifies and confirms the guaranty dated as of September 24, 1992, made by it for the benefit of the Bank, and agrees that its obligations and covenants thereunder are unimpaired hereby and shall remain in full force and effect.

Anachoreta, Inc.	Mining Investments and Services Establishment
By: /s/Thomas L. Wingerter	By: /s/Ronnie McKenzie
Title: Vice President	Title: Director
Canadian Rig Leasing, Inc.	OIME Export Corporation
By: /s/Jack Williams	By: /s/I. E. Hendrix
Title: President	Title: Treasurer
Choctaw International Rig Corp.	OIME, Inc.
By: /s/Thomas L. Wingerter	By: /s/William Pritchard
Title: Vice President	Title: Vice President
Creek International Rig Corp.	OIME International Division, Inc.
By: /s/Thomas L. Wingerter	By: /s/I. E. Hendrix
Title: Vice President	Title: Treasurer
DGH, Inc.	OIME International, Inc.
By: /s/William Pritchard	By: /s/I. E. Hendrix
Title: Vice President	Title: Treasurer
Equipment Leasing Establishment	Parco, Inc.
By: /s/Ronnie McKenzie	By: /s/Thomas L. Wingerter
Title: Director	Title: Vice President
Parco Mast & Substructures, Inc.	Parker Drilling Company of Kuwait, Ltd.
By: /s/I. E. Hendrix	By: /s/Ronnie McKenzie
Title: Treasurer	Title: President
Pardril, Inc.	Parker Drilling Company of New Guinea, Inc.
By: /s/William Pritchard	By: /s/Ronnie McKenzie
Title: Vice President	Title: President
Parker Aviation Inc.	Parker Drilling Company of New Zealand, Ltd.
By: /s/I. E. Hendrix	By: /s/Ronnie McKenzie

Title: Treasurer	Title: Director
Parker Drilling Company International Limited	Parker Drilling Company of Oklahoma, Incorporated
By: /s/Ronnie McKenzie	By: /s/I. E. Hendrix
---------------------------	---------------------------
Title: President	Title: Treasurer
Parker Drilling Company of Bolivia, Inc.	Parker Drilling Company of Singapore, Ltd.
By: /s/Ronnie McKenzie	By: /s/Ronnie McKenzie
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Title: President	Title: President
Parker Drilling Company of Eastern Hemisphere, Ltd.	
By: /s/Ronnie McKenzie	

Title: President	
Parker Drilling Company of Indonesia, Inc.	
By: /s/Ronnie McKenzie	

Title: President	
Parker Drilling Company of South American, Inc.	Vance Systems Engineering Inc.
By: /s/Ronnie McKenzie	By: /s/I. E. Hendrix
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Title: President	Title: Treasurer
Parker Drilling International of New Zealand, Ltd.	
By: /s/Ronnie McKenzie	

Title: Director	
Parker Drilling U.S.A. Ltd.	
By: /s/William Pritchard	

Title: Vice President	
Parker Kinetic Designs, Inc.	
By: /s/Clif Drummond	

Title: President	
Parker Technology, Inc.	
By: /s/Joe Brown	

Title: President	
Parker Valve Company	

By: /s/William Pritchard

Title: Vice President

Total Coverage Services

By: /s/William Pritchard

Title: Vice President

Exhibit 15

July 13, 1994

Securities and Exchange Commission
450 Fifth Street, N.W.
Washington, D.C. 20549

Re: Parker Drilling Company
Registration on Form S-8 and S-3

We are aware that our report dated July 13, 1994, on our review of the interim financial information of Parker Drilling Company for the period ended May 31, 1994, and included in this Form 10-Q is incorporated by reference in the Company's registration statements on Form S-8 (File No. 2-87944, 33-24155 and 33-56698) and Form S-3 (File No. 33-61662). Pursuant to Rule 436(c) under the Securities Act of 1933, this report should not be considered a part of the registration statement prepared or certified by us within the meaning of Section 7 and 11 of that Act.

COOPERS & LYBRAND