

PROSPECTUS SUPPLEMENT  
(To Prospectus Dated June 13, 1995)

\$200,000,000

THE TJX COMPANIES, INC.

\$100,000,000

6 5/8% NOTES DUE JUNE 15, 2000

\$100,000,000

7% NOTES DUE JUNE 15, 2005

The 6 5/8% Notes will mature on June 15, 2000 (the "6 5/8% Notes") and the 7% Notes will mature on June 15, 2005 (the "7% Notes"). The 6 5/8% Notes and the 7% Notes are hereinafter collectively referred to as the "Notes." Interest on the Notes is payable on June 15 and December 15 of each year, commencing December 15, 1995. The Notes will not be redeemable prior to maturity. See "Description of Notes".

The Notes will be represented by Global Notes registered in the name of a nominee of The Depository Trust Company, as Depository. Beneficial interests in the Global Notes will be shown on, and transfers thereof will be effected only through, records maintained by the Depository and its Participants. Except as described in "Description of Notes--Book-Entry System", owners of beneficial interests in the Global Notes will not be entitled to receive Notes in definitive form and will not be considered the owners or Holders thereof. Settlement for the Notes will be made in immediately available funds. So long as the Global Notes are registered in the name of the Depository or its nominee, the Global Notes will trade in the Depository's Same-Day Funds Settlement System and secondary market trading activity in the Notes will therefore settle in immediately available funds. See "Description of Notes--Same Day Settlement and Payment".

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

	PRICE TO PUBLIC(1)	UNDERWRITING DISCOUNT(2)	PROCEEDS TO COMPANY(1)(3)
Per 6 5/8% Note.....	100.00%	.60%	99.40%
Total.....	\$100,000,000	\$600,000	\$99,400,000
Per 7% Note.....	99.861%	.65%	99.211%
Total.....	\$99,861,000	\$650,000	\$99,211,000

- (1) Plus accrued interest, if any, from June 23, 1995.  
(2) The TJX Companies, Inc. has agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933.  
(3) Before deducting expenses payable by The TJX Companies, Inc. estimated to be \$280,000.

The Notes are offered subject to receipt and acceptance by the Underwriters, to prior sale and to the Underwriters' right to reject any order in whole or in part and to withdraw, cancel or modify the offer without notice. It is expected that delivery of the Notes will be made through the facilities of The Depository Trust Company on or about June 23, 1995.

SALOMON BROTHERS INC

The date of this Prospectus Supplement is June 20, 1995.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTES OFFERED HEREBY OR OF OTHER DEBT SECURITIES OF THE COMPANY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

#### THE COMPANY

The TJX Companies, Inc. ("TJX" or the "Company") is a major off-price specialty apparel retailer. TJX operates its off-price businesses through the T.J. Maxx and Winners Apparel Ltd. ("Winners") family apparel chains, the HomeGoods chain of off-price home fashions stores, the Hit or Miss chain of women's specialty stores and the Chadwick's of Boston ("Chadwick's") mail-order catalogs. T.J. Maxx, HomeGoods, Hit or Miss and Chadwick's operate in the United States and Winners operates in Canada. TJX is also developing T.K. Maxx, an off-price family apparel concept in the United Kingdom.

TJX strives to provide value to its customers by delivering brand names, fashion, quality and price. During the fiscal year ended January 28, 1995, TJX' stores derived 31.0% of their sales in the Northeast, 23.4% from the Midwest, 28.3% from the South, 1.6% from the Central States, 12.0% from the West and 3.7% from Canada.

The greatest share of sales volume is done through the T.J. Maxx chain, which operates 565 stores in 48 states, with an average store size of 28,000 gross square feet. T.J. Maxx sells a broad range of brand name family apparel, accessories, women's shoes, domestics, giftware and jewelry at prices generally 20% to 60% below department and specialty store regular prices. Chadwick's sells, through its mail-order catalogs, women's career and casual fashion apparel priced significantly below department store regular prices. Hit or Miss, with 477 stores averaging 4,000 square feet, is a chain of off-price women's specialty apparel stores featuring women's brand name and private label fashions including both wear-to-work and weekend wear. Winners is a Canadian off-price family apparel retailer, which operates 42 stores in Canada. HomeGoods, an off-price business which TJX began testing in fiscal 1993, sells domestics, giftware and other home fashions and operates a total of 22 stores. T.K. Maxx, the newest TJX venture, operates 6 off-price family apparel stores in the United Kingdom. All figures herein relating to numbers of stores are as of May 27, 1995.

The current retail environment is extremely competitive, which is causing consolidation through acquisitions and divestments. As a major retailer, TJX has historically analyzed such possibilities and will continue to do so.

#### SELECTED CONSOLIDATED FINANCIAL INFORMATION

The following selected consolidated financial information of the Company and its subsidiaries should be read in conjunction with the detailed information and consolidated financial statements and notes thereto included in the documents described under "Incorporation of Documents by Reference" in the Prospectus. The unaudited interim consolidated financial information reflects all adjustments, consisting of normal accruals, which are in the opinion of the Company necessary for a fair presentation of the results of operations for the interim periods presented. Results for interim periods are not necessarily indicative of the results for the entire year.

	FISCAL YEAR ENDED					THIRTEEN WEEKS ENDED	
	JAN. 26, 1991	JAN. 25, 1992	JAN. 30, 1993	JAN. 29, 1994	JAN. 28, 1995	APRIL 30, 1994	APRIL 29, 1995
	(UNAUDITED)						
(DOLLARS IN MILLIONS, EXCEPT PER SHARE AMOUNTS)							
<b>INCOME STATEMENT DATA:</b>							
Net sales.....	\$2,446.3	\$2,757.7	\$3,261.2	\$3,626.6	\$3,842.8	\$ 851.7	\$ 911.6
Operating income(1).....	162.5	167.9	234.1	266.7	210.2	47.9	34.9
Income from continuing operations.....	74.1	70.1	104.0	127.0	82.6	19.4	8.1
Income (loss) from discontinued operations, net of income taxes(2)...	--	(50.0)	--	--	--	--	--
Other items, net of income taxes(3)....	--	--	(1.2)	(2.6)	--	--	--
Net income.....	\$ 74.1	\$ 20.1	\$ 102.8	\$ 124.4	\$ 82.6	\$ 19.4	\$ 8.1
Income (loss) per share:							
Continuing operations.....	\$ 1.06	\$ 1.00	\$ 1.40	\$ 1.62	\$ 1.03	\$ 0.24	\$ 0.09
Discontinued operations.....	--	(0.71)	--	--	--	--	--
Net income.....	1.06	0.29	1.38	1.58	1.03	0.24	0.09
Dividends per common share.....	0.46	0.46	0.46	0.50	0.56	0.14	0.14
Weighted average shares in millions....	72.9	70.1	73.9	74.2	73.5	74.1	72.5
Ratio of earnings to fixed charges(4).....	2.85x	2.69x	3.27x	3.82x	2.54x	2.50x	1.58x
<b>CASH FLOW DATA:</b>							
Earnings before interest, taxes depreciation and amortization from continuing operations.....	\$ 197.6	\$ 205.3	\$ 262.3	\$ 297.3	\$ 244.2	\$ 56.8	\$ 45.0
Capital expenditures.....	79.0	89.5	107.9	125.8	127.8	24.4	26.8
<b>BALANCE SHEET DATA:</b>							
Working capital.....	\$ 230.4	\$ 171.6	\$ 245.3	\$ 290.2	\$ 287.9	\$ 293.3	\$ 278.7
Total assets.....	1,047.3	1,105.3	1,305.1	1,427.4	1,638.2	1,518.2	1,824.8
Long-term debt.....	308.6	307.4	179.8	210.9	239.5	209.8	238.5
Retained earnings (deficit).....	(58.3)	(38.1)	44.7	125.2	159.1	131.8	155.3
Shareholders' equity.....	270.5	260.5	505.2	590.9	607.0	597.9	602.7

- (1) Operating income is the pre-tax income from the business segments before interest and general corporate items.
- (2) The fiscal year ended January 25, 1992 includes a \$50 million after-tax reserve adjustment for discontinued operations, relating to the Company's former Zayre Stores Division. The Zayre Stores Division was sold to Ames Department Stores, Inc. ("Ames") in October 1988. In April 1990, Ames filed for protection from creditors under Chapter 11 of the Federal Bankruptcy Code. TJX believes that its existing reserves should be adequate to cover all reasonably expected liabilities that it may incur as a result of the Ames bankruptcy.
- (3) Other items for the fiscal year ended January 30, 1993 includes an extraordinary after-tax loss of \$1.2 million due to the defeasance of TJX's \$50 million 8 1/8% promissory notes. Other items for the year ended January 29, 1994 includes an after-tax charge of \$2.6 million for the cumulative effect of accounting changes.
- (4) For purposes of computing the ratio of earnings to fixed charges, "earnings" represent income from continuing operations plus provision for taxes, interest expense and a portion of rentals, which is considered representative of the interest factor. "Fixed charges" represents interest expense, capitalized interest, and the interest portion of rentals.

## USE OF PROCEEDS

TJX may use the net proceeds from the sale of the Notes offered hereby for any or all of the following purposes: (i) payment of scheduled maturities of \$31 million in principal amount of long-term debt maturing within the next 12 months and bearing interest at an average rate of 9.35%, (ii) up to \$125 million of new store and other capital expenditures scheduled during the current fiscal year, and (iii) general corporate purposes. Initially, a portion of the net proceeds may be used to repay a portion of outstanding short-term debt (\$209 million in principal amount at May 27, 1995) bearing interest at an average annual rate of 6.37%.

## DESCRIPTION OF NOTES

The following description of the particular terms of the Notes supplements the description of the general terms and provisions of the Debt Securities set forth in the accompanying Prospectus, to which reference is hereby made.

## GENERAL

The 6 5/8 Notes and the 7% Notes will be issued as separate series of Debt Securities under an indenture, dated as of September 15, 1993 (the "Indenture"), between the Company and The First National Bank of Chicago, as trustee (the "Trustee"). The 6 5/8 Notes and the 7% Notes will each be limited to \$100,000,000 aggregate principal amount and are issuable in fully registered form only, in denominations of \$1,000 and integral multiples thereof. The 6 5/8 Notes will mature on June 15, 2000 and the 7% Notes will mature on June 15, 2005.

Interest on the Notes will accrue from June 23, 1995 at the rate of 6 5/8% per annum in the case of the 6 5/8 Notes and at the rate of 7% per annum in the case of the 7% Notes, payable semi-annually on June 15 and December 15, commencing December 15, 1995, and at maturity (each an "Interest Payment Date"), to the persons in whose names the Notes are registered at the close of business on the May 31 or November 30 next preceding the Interest Payment Date. Principal of and interest on the Notes will be payable at the Corporate Trust Office of the Trustee in Chicago, Illinois or at the office or agency of the Company maintained for such purposes in the Borough of Manhattan, the City of New York, provided that payment of interest may be made at the option of the Company by check mailed on any Interest Payment Date to the registered holders at the close of business on the May 31 or November 30 next preceding such Interest Payment Date. See "Book-Entry System" and "Same-Day Settlement and Payment."

## REDEMPTION

The Notes will not be redeemable by the Company prior to maturity.

## BOOK-ENTRY SYSTEM

Each series of the Notes will be issued in the form of one or more fully registered global securities (each collectively, a "Global Note") which will be deposited with, or on behalf of, The Depository Trust Company, New York, New York (the "Depository") and registered in the name of the Depository's nominee. Except as set forth below, each Global Note may be transferred, in whole and not in part, only by the Depository to a nominee of the Depository, by a nominee of the Depository to the Depository or another nominee of the Depository, or by the Depository or any nominee to a successor depository or any nominee of such successor.

The Depository has advised the Company and the Underwriters as follows: the Depository is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange

Act of 1934. The Depository holds securities that its participants ("Participants") deposit with the Depository. The Depository also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants' accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants ("Direct Participants") include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. The Depository is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the Depository's system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Rules applicable to the Depository and its Participants are on file with the Securities and Exchange Commission.

Purchases of Notes under the Depository's system must be made by or through Direct Participants, which will receive a credit for the Notes on the Depository's records. The ownership interest of each actual purchaser of each Note ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from the Depository of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Notes are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in Notes, except in the event that use of the book-entry system for the Notes is discontinued.

To facilitate subsequent transfers, all Notes deposited by Participants with the Depository are registered in the name of the Depository's partnership nominee, Cede & Co. The deposit of Notes with the Depository and their registration in the name of Cede & Co. effect no change in beneficial ownership. The Depository has no knowledge of the actual Beneficial Owners of the Notes; the Depository's records reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by the Depository to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Neither the Depository nor Cede & Co. will consent or vote with respect to Notes. Under its usual procedures, the Depository mails an Omnibus Proxy to the Company as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Notes will be made to the Depository. The Depository's practice is to credit Direct Participants' accounts on payable date in accordance with their respective holdings shown on the Depository's records unless the Depository has reason to believe that it will not receive payment on payable date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of the Depository, the Trustee, or the Company, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to the Depository is the responsibility of the Company or the Trustee, disbursement of such payments to Direct Participants shall be the responsibility of the Depository, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

The Depositary may discontinue providing its services as securities depository with respect to the Notes at any time by giving reasonable notice to the Company or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Note certificates are required to be printed and delivered.

The Company may decide to discontinue use of the system of book-entry transfers through the Depositary (or a successor securities depository). In that event, Note certificates will be printed and delivered.

The Global Note representing all but not part of a series of the Notes is exchangeable for Notes in definitive form of like tenor and terms if (i) the Depositary notifies the Company that it is unwilling or unable to continue as depository for such Global Note or if at any time the Depositary ceases to be a clearing agency registered under the Securities Exchange Act of 1934 and, in either case, a successor depository is not appointed by the Company within 90 days of the occurrence of such ineligibility, (ii) the Company in its discretion at any time determines not to have all of the Notes of such series represented by such Global Note and notifies the Trustee thereof, or (iii) an Event of Default has occurred and is continuing with respect to such series of the Notes. The Global Note exchangeable pursuant to the preceding sentence shall be exchangeable for Notes issuable in authorized denominations and registered in such names as the Depositary holding such Global Note shall direct. Subject to the foregoing, a Global Note is not exchangeable, except for a Note or Notes of the same aggregate denominations to be registered in the name of the Depositary or its nominee or in the name of a successor of the Depositary or a nominee of such successor.

The information in this section concerning the Depositary and the Depositary's book-entry system has been obtained from sources that the Company believes to be reliable, but the Company takes no responsibility for the accuracy thereof.

#### SAME-DAY SETTLEMENT AND PAYMENT

Settlement for the Notes will be made by the Underwriters in immediately available or same-day funds. So long as the Notes are represented by the Global Notes, all payments of principal and interest will be made by the Company in immediately available funds.

Secondary trading in notes and debentures of corporate issuers is generally settled in clearing-house or next-day funds. In contrast, so long as the Notes are represented by the Global Notes registered in the name of the Depositary or its nominee, the Notes will trade in the Depositary's Same-Day Funds Settlement System, and secondary market trading activity in the Notes represented by the Global Note will therefore be required by the Depositary to settle in immediately available or same-day funds. No assurance can be given as to the effect, if any, of settlement in same-day funds on trading activity in the Notes.

## UNDERWRITING

Subject to the terms and conditions set forth in the Underwriting Agreement, the Company has agreed to sell to each of the Underwriters named below (the "Underwriters"), and each of the Underwriters has severally agreed to purchase, the principal amount of the Notes set forth opposite its name below:

UNDERWRITER -----	PRINCIPAL AMOUNT OF 6 5/8% NOTES -----	PRINCIPAL AMOUNT OF 7% NOTES -----
Salomon Brothers Inc.....	\$ 90,000,000	\$ 90,000,000
BA Securities, Inc.....	5,000,000	5,000,000
First Chicago Capital Markets, Inc.....	5,000,000	5,000,000
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Total.....	\$100,000,000 =====	\$100,000,000 =====

Under the terms and conditions of the Underwriting Agreement, the Underwriters are committed to take and pay for all of the Notes, if any are taken.

The Underwriters propose to offer the Notes in part directly to retail purchasers at the initial public offering price set forth on the cover page of this Prospectus Supplement, and in part to certain securities dealers at such price less a concession of .35% of the principal amount with respect to the 6 5/8% Notes and .40% of the principal amount with respect to the 7% Notes. The Underwriters may allow, and such dealers may reallocate, a concession not to exceed .25% of the principal amount of the 6 5/8% Notes and of the 7% Notes to certain brokers and dealers. After the Notes are released for sale to the public, the offering price and other selling terms may from time to time be varied by the Underwriters.

The Notes are a new issue of securities with no established trading market. The Company has been advised by the Underwriters that the Underwriters intend to make a market in the Notes but are not obligated to do so and may discontinue market making at any time without notice. No assurance can be given as to the liquidity of the trading market for the Notes.

The Company has agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933.

From time to time, the Underwriters and their affiliates perform investment banking, commercial banking and other financial services for the Company and its affiliates.

## LEGAL OPINIONS

The validity of the Notes will be passed upon for the Company by Ropes & Gray, Boston, Massachusetts, and for the Underwriters by Latham & Watkins, New York, New York.

## PROSPECTUS

\$250,000,000

[COMPANY LOGO]

## DEBT SECURITIES

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The TJX Companies, Inc. ("TJX" or the "Company") intends to issue from time to time up to \$250,000,000 aggregate principal amount of its debt securities (the "Debt Securities"), or if any Debt Securities are issued at an original issue discount, such greater amount as shall result in net proceeds to TJX of \$250,000,000, which will be offered to the public on terms determined by market conditions at the time of sale. The Debt Securities may be issued in one or more series with the same or various maturities at par, at a premium, or with an original issue discount. When particular Debt Securities are offered, a prospectus supplement ("Prospectus Supplement"), together with this Prospectus, will be delivered setting forth the terms of such Debt Securities, including, where applicable, the specific designation, aggregate principal amount, denominations, maturity, rate and taxability of any interest (or manner of calculation thereof) and time of payment thereof, any redemption provisions, the initial public offering price and any other specific terms in connection with the offering and sale of such Debt Securities. Each Debt Security will be represented by either a permanent Global Security (a "Global Debt Security") registered in the name of The Depository Trust Company, as Depository (the "Depository"), or a nominee of the Depository (each such Debt Security represented by a Global Debt Security being referred to herein as a "Book-Entry Debt Security"), or a certificate issued in definitive form and registered in the name of the holder or its nominee (each such Debt Security represented by a certificate issued in definitive form, a "Certificated Debt Security"), as set forth in the applicable Prospectus Supplement. Interests in Book-Entry Debt Securities will be shown on, and transfer thereof will be effected only through, records maintained by the Depository and its participants. Book-Entry Debt Securities will not be issuable as Certificated Debt Securities except under the circumstances described herein.

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THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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The Company may sell Debt Securities through underwriters, dealers or agents, or directly to one or more purchasers. The Prospectus Supplement will set forth the names of underwriters, dealers or agents, if any, any applicable commissions or discounts and the net proceeds to the Company from any such sale. See "Plan of Distribution" for possible indemnification arrangements for underwriters, dealers, agents and purchasers.

June 13, 1995

NO DEALER, SALESMAN, OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY TJX OR ANY UNDERWRITER, DEALER OR AGENT. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF TJX SINCE THE DATE HEREOF. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY SECURITIES IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION.

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 AVAILABLE INFORMATION

TJX is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and, in accordance therewith, files periodic reports, proxy materials and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy materials and other information filed by TJX can be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549, and at the Commission's regional offices at 7 World Trade Center, 13th Floor, New York, New York 10048, and Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661-2511. Copies of such material can be obtained from the Public Reference Section of the Commission at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. In addition, similar information concerning TJX can be inspected at the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005.

This Prospectus constitutes a part of a Registration Statement on Form S-3 (together with all amendments and exhibits thereto, the "Registration Statement") filed by TJX with the Commission under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the securities offered hereby. This Prospectus does not contain all the information included in the Registration Statement, certain parts of which are omitted in accordance with the rules and regulations of the Commission. For further information, reference is made to such Registration Statement and to the exhibits thereto.

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 INCORPORATION OF DOCUMENTS BY REFERENCE

TJX's Annual Report on Form 10-K for the fiscal year ended January 28, 1995 and TJX's Quarterly Report on Form 10-Q for the thirteen weeks ended April 29, 1995 are incorporated in this Prospectus by reference. All documents filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Prospectus and prior to the termination of the offering made hereby shall be incorporated by reference into this Prospectus and shall be deemed to be a part of this Prospectus from the date of filing of such documents. See "Available Information." Any statement contained in a document incorporated herein by reference shall be deemed to be modified or superseded to the extent that a statement contained in this Prospectus or in any other subsequently filed incorporated document or Prospectus Supplement modifies or supersedes such statement. TJX will provide, upon request, without charge to each person to whom a copy of this Prospectus has been delivered, a copy of any or all of the documents that have been or may be incorporated in this Prospectus by reference, other than certain exhibits to such documents. Requests for such copies should be directed to: The TJX Companies, Inc., 770 Cochituate Road, Framingham, Massachusetts 01701 (telephone 508 390-2309), Attention: Sherry Lang, Manager of Investor Relations.

## THE TJX COMPANIES, INC.

TJX is a major off-price specialty apparel retailer. TJX operates its off-price businesses through the T.J. Maxx, HomeGoods and Hit or Miss chains and the Chadwick's of Boston ("Chadwick's") mail order catalog in the United States, and the Winners Apparel Ltd. ("Winners") chain in Canada. TJX is also developing T.K. Maxx, an off-price apparel concept in the United Kingdom.

TJX was incorporated in the State of Delaware in April 1962. Its principal executive offices are located at 770 Cochituate Road, Framingham, Massachusetts 01701, (Telephone 508 390-1000).

## RATIO OF EARNINGS TO FIXED CHARGES (UNAUDITED)

	THIRTEEN WEEKS ENDED		FISCAL YEAR ENDED				
	APRIL 30, 1994	APRIL 29, 1995	JAN. 26, 1991	JAN. 25, 1992	JAN. 30, 1993	JAN. 29, 1994	JAN. 28, 1995
Ratio of Earnings to Fixed Charges.....	2.50x	1.58x	2.85x	2.69x	3.27x	3.82x	2.54x

For the purpose of computing the consolidated ratio of earnings to fixed charges, earnings represent income from continuing operations plus provision for taxes, interest expense and a portion of rentals which is considered representative of the interest factor. "Fixed charges" represents interest expense, capitalized interest, and the interest portion of rentals.

## USE OF PROCEEDS

The net proceeds from the sale of the Debt Securities may be applied by TJX for any or all of the following purposes: repayment of scheduled maturities of outstanding long-term debt maturing through January 1998 in the approximate amount of \$93 million, new store and other capital expenditures and general corporate purposes.

## DESCRIPTION OF DEBT SECURITIES

The Debt Securities offered hereby are to be issued under an Indenture, dated as of September 15, 1993 (the "Indenture"), between TJX and The First National Bank of Chicago, as Trustee (the "Trustee"). The following summary of certain provisions of the Indenture, a copy of which was filed as an exhibit to the Registration Statement, does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all provisions of the Indenture, including the definition therein of certain terms. Wherever particular sections or defined terms of the Indenture are referred to, it is intended that such sections or defined terms shall be incorporated herein by reference.

## GENERAL

The Debt Securities will rank equally with all other unsecured and unsubordinated indebtedness of TJX.

The Debt Securities that may be offered under the Indenture are not limited in amount. As of June 1, 1995, TJX had an aggregate of \$57,500,000 in principal amount of Debt Securities outstanding under the Indenture.

The Debt Securities may be issued in one or more series with the same or various maturities, at par, at a premium, or with an original issue discount. The Prospectus Supplement will set forth the initial offering price, the aggregate principal amount and the following terms of the Debt Securities in respect of which this Prospectus is delivered: (1) the title of such Debt Securities; (2) any limit on the aggregate principal amount of such Debt Securities; (3) the date or dates on which principal on such Debt Securities will be payable; (4) the rate or rates and, if applicable, the method used to determine the rate including any commodity, commodity index, stock exchange index or financial index, at which such Debt Securities will bear interest, if any, the date or dates from which such interest will accrue, the dates on which such interest shall be payable

and the record date for the interest payable on any interest payment date; (5) the place or places where principal of, premium, if any, and interest on such Debt Securities will be payable; (6) the period or periods within which, the price or prices at which and the terms and conditions upon which the Debt Securities may be redeemed; (7) the obligation, if any, of the Company to redeem or purchase the Debt Securities pursuant to any sinking fund or analogous provisions or at the option of a holder thereof; (8) the denominations of such Debt Securities, if other than denominations of \$1,000 and any integral multiple thereof; (9) the portion of principal amount of such Debt Securities that shall be payable upon acceleration, if other than the principal amount thereof; (10) the currency of denomination of such Debt Securities; (11) the designation of the currency or currencies in which payment of principal of and interest on such Debt Securities will be made; (12) the manner in which the amounts of payment of principal of premium, if any, or interest on such Debt Securities will be determined, if such amounts may be determined by reference to an index based on a currency or currencies other than that in which the Debt Securities are denominated or designated to be payable or by reference to a commodity, commodity index, stock exchange index or financial index; (13) if payments of principal of, premium, if any, or interest on the Debt Securities are to be made in currency other than the denominated currency, the manner in which the exchange rate with respect to such payments will be determined; (14) any other terms of such Debt Securities, which other terms will not be inconsistent with the provisions of the Indenture; and (15) any depositaries, interest rate calculation agents, exchange rate calculation agents or other agents with respect to the Debt Securities other than those originally appointed. (Indenture sec.2.2) The Prospectus Supplement will set forth any federal income tax, accounting or special considerations applicable to the Debt Securities.

#### PAYMENT OF INTEREST AND EXCHANGE

Each Debt Security will be issued as a Certificated Debt Security, registered in the name of the holder or its nominee, or as a Book-Entry Debt Security represented by a Global Debt Security registered in the name of the Depositary or its nominee.

##### Certificated Debt Securities

Principal of, premium, if any, and interest on Certificated Debt Securities will be payable to the Holders thereof at the principal office of the Trustee in Chicago, Illinois, or at any paying agency, as defined in the Indenture, maintained at the time by TJX for such purpose. At the option of TJX, payment of interest on Certificated Debt Securities may be made by check mailed to the address of the record holder thereof (the "Holder") as of the applicable record date as such address appears in the Certificated Debt Securities Register. Certificated Debt Securities may be transferred or exchanged at the aforementioned Trustee's office or paying agencies in accordance with the terms of the Indenture. No service charge will be made for any transfer or exchange of Certificated Debt Securities, but TJX may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. Certificated Debt Securities will not be exchangeable for Book-Entry Debt Securities, except under the circumstances described below under "Global Debt Securities and Book-Entry System." (Indenture sec.sec.2.4 and 2.7)

The transfer of Certificated Debt Securities and the right to the principal of premium, if any, and interest on such Certificated Debt Securities may be effected only by surrender of the old certificate representing such Certificated Debt Securities and either reissuance by TJX or the Trustee of the old certificate to the new Holder or the issuance by TJX or the Trustee of a new certificate to the new Holder.

##### Global Debt Securities and Book-Entry System

Upon issuance, all Book-Entry Debt Securities having the same Issue Date, interest rate, if any, amortization schedule, if any, maturity date and other terms, if any, will be represented by one or more Global Debt Securities. Each Global Debt Security representing Book-Entry Debt Securities will be deposited with, or on behalf of, the Depositary, and registered in the name of the Depositary or a nominee of the Depositary. Book-Entry Debt Securities will not be exchangeable for Certificated Debt Securities and will not otherwise be issuable as Certificated Debt Securities.

The procedures that the Depository has indicated it intends to follow with respect to Book-Entry Debt Securities are set forth below.

Ownership of beneficial interests in a Book-Entry Debt Securities will be limited to persons that have accounts with the Depository for the related Global Debt Security ("participants") or persons that may hold interests through participants. Upon the issuance of a Global Debt Security, the Depository will credit, on its book-entry registration and transfer system, the participants' accounts with the respective principal amounts of the Book-Entry Debt Securities represented by such Global Debt Security beneficially owned by such participants. The accounts to be credited shall be designated by any dealers, underwriters or agents participating in the distribution of such Book-Entry Debt Securities. Ownership of Book-Entry Debt Securities will be shown on, and the transfer of such ownership interests will be effected only through, records maintained by the Depository for the related Global Debt Security (with respect to interests of participants) and on the records of participants (with respect to interests of persons holding through participants). The laws of some states may require that certain purchasers of securities take physical delivery of such securities in definitive form. Such limits and such laws may impair the ability to own, transfer or pledge beneficial interests in Book-Entry Debt Securities.

So long as the Depository, or its nominee, is the registered owner of such Global Debt Security, the Depository or such nominee, as the case may be, will be considered the sole owner or holder of the Book-Entry Debt Securities represented by such Global Debt Security for all purposes under the Indenture. Except as set forth below, owners of Book-Entry Debt Securities will not be entitled to have such securities registered in their names, will not receive or be entitled to receive physical delivery of a certificate in definitive form representing such securities and will not be considered the owners or holders thereof under the Indenture. Accordingly, each person owning Book-Entry Debt Securities must rely on the procedures of the Depository and, if such person is not a participant, on the procedures of the participant through which such person owns its interest, to exercise any rights of a holder under the Indenture. TJX understands that under existing industry practices, if TJX requests any action of holders or if an owner of Book-Entry Debt Securities desires to give or take any action which a holder is entitled to give or take under the Indenture, the Depository would authorize the participants holding the relevant Book-Entry Debt Securities to give or take such action, and such participants would authorize beneficial owners owning through such participants to give or take such action or would otherwise act upon the instructions of beneficial owners holding through them.

Payments of principal, premium, if any, and interest on Book-Entry Debt Securities will be made to the Depository or its nominee, as the case may be, as the registered holder of the related Global Debt Security. None of TJX, the Trustee or any other agent of TJX or agent of the Trustee will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in such Global Debt Security or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

TJX expects that the Depository, upon receipt of any payment of principal, premium, if any, or interest on a Global Debt Security, will immediately credit participants' accounts with payments in amounts proportionate to the respective amount of Book-Entry Debt Securities held by each such participant as shown on the records of the Depository. TJX also expects that payments by participants to owners of beneficial interests in Book-Entry Debt Securities held through such participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such participants.

If the Depository is at any time unwilling or unable to continue as Depository or ceases to be a clearing agency registered under the Exchange Act, and a successor Depository registered as a clearing agency under the Exchange Act is not appointed by TJX within 90 days, TJX will issue Certificated Debt Securities in exchange for such Global Debt Security. In addition, TJX may at any time and in its sole discretion determine not to have any of the Book-Entry Debt Securities represented by one or more Global Debt Securities and, in such event, will issue Certificated Debt Securities in exchange for such Global Debt Security or Securities. Any Certificated Debt Securities issued in exchange for a Global Debt Security will be registered in such

name or names as the Depository shall instruct the Trustee. It is expected that such instructions will be based upon directions received by the Depository from participants with respect to ownership of Book-Entry Debt Securities relating to such Global Debt Security.

The foregoing information in this section concerning the Depository and the Depository's Book-Entry System has been obtained from sources the Company believes to be reliable, but the Company takes no responsibility for the accuracy thereof.

#### CERTAIN COVENANTS OF TJX

Restrictions on Liens. TJX will not, and will not permit any Restricted Subsidiary to, issue, assume or guarantee any Indebtedness secured by any mortgage, security interest, pledge, lien or other encumbrance (herein referred to as a "Mortgage" or "Mortgages") upon any Operating Property or Operating Asset of TJX or any Restricted Subsidiary, whether such Operating Property or Operating Asset is now owned or hereafter acquired, without in any such case effectively providing concurrently with the issuance, assumption or guarantee of any such Indebtedness that the Debt Securities (together with, if TJX shall so determine, any other Indebtedness ranking equally with the Debt Securities other than Debt Securities not having the benefit of this provision) shall be secured equally and ratably with such Indebtedness, except that the foregoing restrictions shall not apply to: (i) the giving, within 180 days after the later of the acquisition or completion of construction or completion of substantial reconstruction, renovation, remodeling, expansion or improvement (each a "substantial improvement") of such property, and the placing in operation of such property after the acquisition or completion of any such construction or substantial improvement, of any purchase money Mortgage (including security for bankers acceptances and similar inventory financings in the ordinary course of business and vendors' rights under purchase contracts under an agreement whereby title is retained for the purpose of securing the purchase price thereof), or the acquiring of property not theretofore owned by the Company or such Restricted Subsidiary subject to any then existing Mortgage securing Indebtedness (whether or not assumed) including Indebtedness incurred for reimbursement of funds previously expended for any such purpose, provided that in each case (x) such Mortgage is limited to such property, including accretions thereto and any such construction or substantial improvement (or, with respect to bankers acceptances and similar inventory financings in the ordinary course of business, any inventory acquired by the Company or such Restricted Subsidiary during the 180-day period immediately preceding the date of creation of such Mortgage); (y) the principal amount of the Indebtedness being incurred that is secured by such Mortgage shall not exceed the cost of such acquired property, construction or substantial improvement, as the case may be; and (z) the principal amount of the Indebtedness secured by such Mortgage, together with all other Indebtedness to persons other than the Company or a Restricted Subsidiary secured by Mortgages on such property, shall not exceed the lesser of the total costs of such property, including any such construction or substantial improvement, to the Company or a Restricted Subsidiary or the fair market value thereof immediately following the acquisition, construction or substantial improvement thereof by the Company or a Restricted Subsidiary; (ii) the giving by the Company or a Restricted Subsidiary of a Mortgage on real property that is the sole security for Indebtedness (w) incurred within three years after the latest of (1) September 15, 1993, (2) the date of acquisition of such real property or (3) the date of completion of construction or substantial improvement made thereon by the Company or such Restricted Subsidiary, (x) incurred for the purpose of reimbursing itself for the cost of acquisition and/or the cost of improvement of such real property, (y) the amount of which does not exceed the lesser of the aggregate cost of such real property and improvements or the fair market value thereof, and (z) the holder of which shall be entitled to enforce payment of such Indebtedness solely by resorting to the security therefor, without any liability on the part of the Company or such Restricted Subsidiary for any deficiency; (iii) any Mortgage on assets of the Company or any Subsidiary existing on the date of the Indenture or any Mortgage on the assets of a Restricted Subsidiary on the date it became a Subsidiary or any Mortgage on the assets of a Subsidiary that is newly designated as a Restricted Subsidiary, if such Mortgage was created while such Subsidiary was a Non-Restricted Subsidiary, and such Mortgage would have been permitted under the provisions of this paragraph if such Subsidiary had been a Restricted Subsidiary at the time such Mortgage was created; (iv) any Mortgage incurred in connection with any refunding or extension of Indebtedness secured by a Mortgage permitted under clause (i), (ii) or (iii) above, provided that the principal amount of the refinancing or extending

Indebtedness does not exceed the principal amount of the Indebtedness so refunded or extended and that such Mortgage applies only to the same property or assets subject to the prior permitted Mortgage and fixtures and building improvements thereon (and if the prior Mortgage was incurred under clause (ii) above, the requirements of clause (z) thereof are satisfied), or (v) any Mortgage given in favor of the Company or any Wholly Owned Restricted Subsidiary. (Indenture sec.4.5(a)) On September 15, 1993, no Operating Property was subject to any Mortgage.

Restrictions on Sale and Leaseback Transactions. Without equally and ratably securing the Debt Securities, TJX will not, nor will it permit any Restricted Subsidiary to, enter into any arrangement with any person providing for the leasing by TJX or any Restricted Subsidiary of any Operating Property or Operating Asset that has been or is to be sold or transferred by TJX or such Restricted Subsidiary to such person subsequent to September 15, 1993 with the intention of taking back a lease of such property (a "Sale and Leaseback Transaction") unless the terms of such sale or transfer have been determined by TJX's Board of Directors to be fair and arms' length and, within 180 days after the receipt of the proceeds of such sale or transfer, TJX or any Restricted Subsidiary applies an amount equal to the greater of the net proceeds of such sale or transfer or the fair value of such Operating Property or Operating Asset at the time of such sale or transfer to the prepayment or retirement (other than any mandatory prepayment or retirement) of Senior Funded Debt of TJX or such Restricted Subsidiary. The foregoing restriction will not apply to (i) any Sale and Leaseback Transaction for a term of not more than three years including renewals, (ii) any Sale and Leaseback Transaction with respect to Operating Property if a binding commitment with respect thereto is entered into within three years after the date such property was acquired (as the term "acquired" is used in the definition of Operating Property) or any Sale and Leaseback Transaction with respect to Operating Assets if a binding commitment with respect thereto is entered into within 180 days after the later of the date such property was acquired and, if applicable, the date such property was first placed in operation, or (iii) any Sale and Leaseback Transaction between TJX and a Restricted Subsidiary or between Restricted Subsidiaries provided that the lessor shall be TJX or a Wholly Owned Restricted Subsidiary. (Indenture sec.4.6(a))

Exempted Debt. Notwithstanding the restrictions on Mortgages and Sale and Leaseback Transactions described above under "Restrictions on Liens" and "Restrictions on Sale and Leaseback Transactions," TJX or its Restricted Subsidiaries may, in addition to amounts permitted under such restrictions, create or assume Mortgages, and renew, extend or replace such Mortgages, or enter into Sale and Leaseback Transactions, provided that, after giving effect thereto, the aggregate outstanding principal amount of all Exempted Debt of the Company and its Restricted Subsidiaries does not exceed 10% of Consolidated Net Tangible Assets. (Indenture sec.4.5(b) and 4.6(b))

Maintenance of Properties. The Company will cause all properties used or useful in the conduct of its business or the business of any Subsidiary to be maintained and kept in good condition, repair and working order and supplied with all necessary equipment and will cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in the judgment of the Company may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times, provided that the Company may discontinue the operation or maintenance of any of such properties if such discontinuance is, in the judgment of the Company, desirable in the conduct of its business or the business of any Subsidiary and not disadvantageous in any material respect to the Holders of the Debt Securities.

Payment of Taxes and other Claims. The Company will pay or discharge or cause to be paid or discharged, before the same shall become delinquent, (1) all taxes, assessments and governmental charges in excess of \$250,000 levied or imposed upon the Company or any Subsidiary or upon the income, profits or property of the Company or any Subsidiary, and (2) all lawful claims for labor, materials and supplies in excess of \$250,000 which, if unpaid, might by law become a lien upon the property of the Company or any Subsidiary, provided that the Company shall not be required to pay or discharge or cause to be paid or discharged any such tax, assessment, charge or claim whose amount, applicability or validity is being contested in good faith by appropriate proceedings.

No Special Protection in the Event of a Highly Leveraged Transaction. Unless otherwise indicated in the Prospectus Supplement relating thereto, the terms of the Debt Securities will not afford the holders special protection in the event of a highly leveraged transaction.

#### CERTAIN DEFINITIONS

Set forth below are certain significant terms which are defined in Section 1.1 of the Indenture:

"Attributable Debt" in respect of a Sale and Leaseback Transaction means, at the time of determination, the present value (discounted at the imputed rate of interest of such transaction determined in accordance with generally accepted accounting principles) of the obligation of the lessee for net rental payments during the remaining term of the lease included in such arrangement (including any period for which such lease has been extended or may, at the option of the lessor, be extended). The term "net rental payments" under any lease for any period shall mean the sum of the rental and other payments required to be paid in such period by the lessee thereunder, not including any amounts required to be paid by such lessee (whether or not designated as rental or additional rental) on account of maintenance and repairs, insurance, taxes, assessments, water rates or similar charges required to be paid by such lessee thereunder or any amounts required to be paid by such lessee thereunder contingent upon the amount of sales, maintenance and repairs, insurance, taxes, assessments, water rates or similar charges.

"Capitalized Lease Obligations" means obligations created pursuant to leases that are required to be shown on the liability side of a balance sheet in accordance with FASB Statement No. 13, "Accounting for Leases," as amended and interpreted, or any successor or comparable accounting standard.

"consolidated" when used with respect to any of the terms defined in the Indenture, refers to such terms as reflected in a consolidation of the accounts of TJX and its Restricted Subsidiaries in accordance with generally accepted accounting principles.

"Consolidated Net Tangible Assets" means the total amount of assets (less depreciation and valuation reserves and other reserves and items deductible from the gross book value of specific asset accounts under generally accepted accounting principles) that under generally accepted accounting principles would be included on a consolidated balance sheet of the Company and its Restricted Subsidiaries, after deducting therefrom (i) all liability items except Funded Debt, Capitalized Lease Obligations, stockholders' equity and reserves for deferred income taxes, (ii) all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other like intangibles (other than leasehold costs and investments in so-called safe harbor leases), which in each such case would be so included on such balance sheet, and (iii) all amounts which would be so included on such balance sheet in respect of Investments (less applicable reserves) in Non-Restricted Subsidiaries in excess of the amount of such Investments at July 31, 1993. As of July 31, 1993, the amount of Investments in Non-Restricted Subsidiaries totaled approximately \$315 million.

"Default" means any event that is or with the passage of time or the giving of notice or both would be an Event of Default.

"Exempted Debt" means the sum of the following items outstanding as of the date Exempted Debt is being determined: (i) Indebtedness for money borrowed of TJX and its Restricted Subsidiaries incurred after the date of the Indenture and secured by liens created or assumed or permitted to exist pursuant to Section 4.5(b) of the Indenture, and (ii) Attributable Debt of TJX and its Restricted Subsidiaries in respect of all Sale and Leaseback Transactions entered into pursuant to Section 4.6(b) of the Indenture.

"Funded Debt" of any person means Indebtedness, whether incurred, assumed or guaranteed, maturing by its terms more than one year from the date of creation thereof, or that is extendable or renewable at the sole option of the obligor so that it may become payable more than one year from the date of creation thereof; provided, however, that Funded Debt shall not include (i) obligations created pursuant to leases, (ii) any Indebtedness or portion thereof maturing by its terms within one year from the time of any computation of the amount of outstanding Funded Debt unless such Indebtedness shall be extendable or renewable at the sole option of the obligor in such manner that it may become payable more than one year from such time, or (iii)

any Indebtedness for the payment or redemption of which money in the necessary amount shall have deposited in trust either at or before the maturity date thereof.

"Indebtedness" of any person means indebtedness for borrowed money and indebtedness under purchase money mortgages or other purchase money liens or conditional sales or similar title retention agreements, in each case where such indebtedness has been created, incurred, or assumed by such person to the extent such indebtedness would appear as a liability upon a balance sheet of such Person prepared in accordance with generally accepted accounting principles, guarantees by such Person of such indebtedness, and indebtedness for borrowed money secured by any mortgage, pledge or other lien or encumbrance upon property owned by such person, even though such person has not assumed or become liable for the payment of such indebtedness.

"Investment" means and includes any investment in stock, evidences of indebtedness, loans or advances, however made or acquired, but shall not include accounts receivable of TJX or of any Restricted Subsidiary arising from transactions in the ordinary course of business, or any evidences of indebtedness, loans or advances made in connection with the sale to any Subsidiary of accounts receivable of TJX or any Restricted Subsidiary arising from transactions in the ordinary course of business of TJX or any Restricted Subsidiary.

"Non-Restricted Subsidiary" means any Subsidiary other than a Restricted Subsidiary.

"Operating Assets" means all merchandise inventories, furniture, fixtures and equipment (including all transportation and warehousing equipment but excluding office equipment and data processing equipment) owned by TJX or a Restricted Subsidiary.

"Operating Property" means all real property and improvements thereon owned by TJX or a Restricted Subsidiary constituting, without limitation, any store, warehouse, service center or distribution center wherever located; provided that such term shall not include any store, warehouse, service center or distribution center that TJX's Board of Directors declares by resolution not to be of material importance to the business of TJX and its Restricted Subsidiaries. Operating Property is treated as having been "acquired" on the day the Operating Property is placed in operation by the Company or a Restricted Subsidiary after the later of (a) its acquisition from a third party, including a Non-Restricted Subsidiary, (b) completion of its original construction or (c) completion of its substantial reconstruction, renovation, remodeling, expansion or improvement (whether or not constituting an Operating Property prior to such reconstruction, renovation, remodeling, expansion or improvement).

"Restricted Subsidiaries" means any Subsidiary so designated by the Board of Directors or duly authorized officers of TJX in accordance with the Indenture provided that (a) the Board of Directors or duly authorized officers of the Company may, subject to certain limitations, designate any Non-Restricted Subsidiary and (b) any Subsidiary of which the majority of the voting stock is owned directly or indirectly by one or more Non-Restricted Subsidiaries shall be a Non-Restricted Subsidiary. As of June 1, 1995, TJX had no Restricted Subsidiaries, and TJX will have no Restricted Subsidiaries as of the closing of the offering of the Debt Securities offered hereby.

"Subsidiary" means a corporation more than 50% of the outstanding voting stock of which is owned, directly or indirectly, by TJX or by one or more other Subsidiaries, or by TJX and one or more other Subsidiaries. For the purposes of this definition, "voting stock" means stock that ordinarily has voting power for the election of directors, whether at all times or only so long as no senior class of stock has such voting power by reason of any contingency.

"Senior Funded Debt" means all Funded Debt of TJX or any person, except Funded Debt the payment of which is subordinated in the manner provided in the Indenture to the payment of the Debt Securities.

#### MERGER AND CONSOLIDATION

The Indenture provides that TJX may, without the consent of the Holders of the Debt Securities, consolidate with or merge into any other corporation, or convey, transfer or lease its properties and assets substantially as an entirety to any person, provided that in any such case (i) the successor shall be a domestic corporation and such corporation shall assume by a supplemental indenture TJX's obligations under the

Indenture and the Debt Securities, (ii) immediately after such transaction, and treating any Indebtedness that becomes an obligation of TJX or a Subsidiary as a result of such transaction as having been incurred by TJX or such Subsidiary at the time of such transaction, no Default or Event of Default shall have happened and be continuing, and (iii) if as a result of any such transaction properties or assets of TJX would become subject to a Mortgage that would not be permitted under the Indenture, the Debt Securities would be secured, equally and ratably with (or prior to) all Indebtedness so secured. Upon compliance with these provisions by a successor corporation, TJX (except in the case of a lease) would be relieved of its obligations under the Indenture and the Debt Securities. (Indenture sec.sec.5.1 and 5.2)

#### EVENTS OF DEFAULT

The following will be Events of Default under the Indenture with respect to Debt Securities of any series: (a) default in the payment of any interest upon any Debt Security of that series when it becomes due and payable, and continuance of such default for a period of 30 days; (b) default in the payment of principal of or premium, if any, on any Debt Security of that series when due; (c) default in the deposit of any sinking fund payment, when and as due in respect of any Debt Security of that series; (d) default in the performance or breach of any other covenant or warranty of TJX in the Indenture (other than a covenant or warranty that has been included in the Indenture solely for the benefit of a series of Debt Securities other than that series), which default continues uncured for a period of 60 days after written notice to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the outstanding Debt Securities of that series as provided in the Indenture; (e) unless the terms of such series otherwise provide, a default under any bond, debenture, note or other evidence of Indebtedness for money borrowed by the Company (including a default with respect to Debt Securities of any series other than that series) or under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company (including the Indenture), whether such Indebtedness now exists or shall hereafter be created, which default shall have resulted in such Indebtedness becoming or being declared due and payable prior to the date on which it would otherwise have become due and payable, and the principal amount of the Indebtedness so accelerated, together with the principal amount of all other Indebtedness similarly accelerated, shall be \$10 million or more, and such acceleration shall not have been rescinded or annulled within a period of 10 days after there shall have been given written notice to the Company by the Trustee or to the Company and the Trustee by the Holders of at least 25% in principal amount of the outstanding Debt Securities of that series as provided in the Indenture; (f) certain events of bankruptcy, insolvency or reorganization; and (g) any other Event of Default provided with respect to Debt Securities of that series that is described in the Prospectus Supplement accompanying this Prospectus. No Event of Default with respect to a particular series of Debt Securities (except as to the certain events in bankruptcy, insolvency or reorganization) necessarily constitutes an Event of Default with respect to any other series of Debt Securities. (Indenture sec.6.1) The occurrence of an Event of Default would constitute an event of default under certain of TJX's existing bank lines. In addition, the occurrence of certain Events of Default or an acceleration under the Indenture would constitute an event of default under certain other bank lines and other indebtedness of TJX.

If an Event of Default with respect to Debt Securities of any series at the time outstanding occurs and is continuing, then and in every such case the Trustee or the Holders of not less than 25% in principal amount of the outstanding Debt Securities of that series may, by a notice in writing to TJX (and to the Trustee if given by Holders), declare to be due and payable immediately the principal (or, if the Debt Securities of that series are Discount Securities, such portion of the principal amount as may be specified in the term of that series) and premium, if any, of all Debt Securities of that series. In the case of an Event of Default resulting from the certain events in bankruptcy, insolvency or reorganization, the principal (or such specified amount) and premium, if any, of all outstanding Debt Securities shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder. At any time after a declaration of acceleration with respect to Debt Securities of any series has been made, but before a judgment or decree for payment of the money due has been obtained by the Trustee, the Holders of a majority in principal amount of the outstanding Debt Securities of that series may, subject to the Company having paid or deposited with the Trustee a sum sufficient to pay overdue interest and principal which has become due other

than by acceleration and certain other conditions, rescind and annul such acceleration if all Events of Default, other than the non-payment of accelerated principal and premium, if any, with respect to Debt Securities of that series have been cured or waived as provided in the Indenture. (Indenture sec.6.2) For information as to waiver of defaults see the discussion set forth below under "Modification and Waiver." Reference is made to the Prospectus Supplement relating to any series of Debt Securities that are Discount Securities for the particular provisions relating to acceleration of a portion of the principal amount of such Discount Securities upon the occurrence of an Event of Default and the continuation thereof.

The Indenture provides that the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any Holder, unless the Trustee receives indemnity satisfactory to it against any loss, liability or expense. (Indenture sec.7.1(e)) Subject to certain rights of the Trustee, the Holders of a majority in principal amount of the outstanding Debt Securities of any series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to the Debt Securities of that series. (Indenture sec.6.12)

No Holder of any Debt Security of any series will have any right to institute any proceeding, judicial or otherwise, with respect to the Indenture or for the appointment of a receiver or trustee, or for any remedy thereunder, unless such Holder shall have previously given to the Trustee written notice of a continuing Event of Default with respect to Debt Securities of that series and unless also the Holders of at least 25% in principal amount of the outstanding Debt Securities of that series shall have made written request, and offered reasonable security and indemnity, to the Trustee to institute such proceeding as trustee, and the Trustee shall not have received from the Holders of a majority in principal amount of the outstanding Debt Securities of that series a direction inconsistent with such request and shall have failed to institute such proceeding within 60 days. (Indenture sec.6.7) Notwithstanding the foregoing, the Holder of any Debt Security will have an absolute and unconditional right to receive payment of the principal of, premium, if any, and any interest on such Debt Security on or after the due dates expressed in such Debt Security and to institute suit for the enforcement of any such payment. (Indenture sec.6.8)

The Indenture requires TJX, within 120 days after the end of each of its fiscal years, to furnish to the Trustee a statement as to compliance with the Indenture. (Indenture sec.4.8) The Indenture provides that the Trustee may withhold notice to the Holders of Debt Securities of any series of any Default or Event of Default (except in payment on any Debt Securities of such series) with respect to Debt Securities of such series if it in good faith determines that withholding such notice is in the interest of the Holders of Debt Securities. (Indenture sec.7.5)

#### MODIFICATION AND WAIVER

Modifications and amendments of the Indenture may be made by TJX and the Trustee with the consent of the Holders of 66-2/3% in principal amount of the outstanding Debt Securities of each series affected by such modifications or amendments; provided, however, that no such modification or amendment may, without the consent of the Holder of each outstanding Debt Security affected thereby: (a) reduce the amount of Debt Securities whose Holders must consent to an amendment or waiver; (b) change the rate of or change the time for payment of interest (including default interest) on any Debt Security; (c) change the principal, premium, if any, or the fixed maturity of any Debt Security; (d) waive a default in the payment of the principal of, premium, if any, or interest on any Debt Security (except a rescission of acceleration of the Debt Securities of any series by the Holders of at least a majority in aggregate principal amount of the then outstanding Debt Securities of such Series and a waiver of the payment default that resulted from such acceleration); (e) make the Debt Security payable in currency other than that stated in the Debt Security; (f) make any change to certain provisions of the Indenture relating to remedies or amendments; (g) waive a redemption payment with respect to any Debt Security or change any of the provisions with respect to the redemption of any Debt Securities; (h) waive the provisions for determining the Dollar equivalent of foreign currency denominated Securities in connection with actions of Holders of Debt Securities under the Indenture; or (i) waive provisions relating to conversion of a currency in which a judgment is rendered into another required currency. (Indenture sec.9.3)

The Holders of a majority in principal amount of the outstanding Debt Securities of any series may on behalf of the Holders of all Debt Securities of that series waive, insofar as that series is concerned, compliance by TJX with provisions of the Indenture other than certain specified provisions. (Indenture sec.9.2) The Holders of a majority in principal amount of the outstanding Debt Securities of any series may on behalf of the Holders of all the Debt Securities of such series waive any past default under the Indenture with respect to such series and its consequences, except a default in the payment of the principal of, premium, if any, or any interest on any Debt Security of that series or in respect of a provision which under the Indenture cannot be modified or amended without the consent of the Holder of each outstanding Debt Security of that series affected. (Indenture sec.6.13)

#### DEFEASANCE OF DEBT SECURITIES OR CERTAIN COVENANTS IN CERTAIN CIRCUMSTANCES

**Defeasance and Discharge.** The Indenture provides that TJX may be discharged from any and all obligations in respect of the Debt Securities of any series (except for certain obligations to register the transfer or exchange of Debt Securities of such series, to replace stolen, lost or mutilated Debt Securities of such series, to maintain paying agencies and hold moneys for payment in trust) upon the deposit with the Trustee, in trust, of money and/or government obligations in the same currency as such series that, through the payment of interest and principal in respect thereof in accordance with their terms, will provide money in an amount sufficient in the opinion of a nationally recognized firm of independent public accountants to pay and discharge each installment of principal (and premium, if any) and interest on and any mandatory sinking fund payments in respect of the Debt Securities of such series on the stated maturity of such payments in accordance with the terms of the Indenture and such Debt Securities. Such discharge may occur only if: TJX has received from, or there has been published by, the United States Internal Revenue Service a ruling to the effect that Holders of the Debt Securities of such Series will not recognize income, gain or loss for United States federal income tax purposes as a result of such deposit, defeasance and discharge and will be subject to United States federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit, defeasance and discharge had not occurred; and such discharge will not be applicable to any Debt Securities of such series then listed on the New York Stock Exchange or any other securities exchange if such deposit would cause said Debt Securities to be de-listed as a result thereof. (Indenture sec.8.3)

**Defeasance of Certain Covenants.** The Indenture provides that unless otherwise provided by the terms of the applicable series of Debt Securities, upon compliance with certain conditions, (i) TJX may omit to comply with the restrictive covenants contained in Sections 4.2 (except as to corporate existence), 4.3 through 4.9 and Section 5.1(3) of the Indenture, including the restrictive covenants described above under the captions "Certain Covenants of TJX"; and (ii) cross accelerations constituting Events of Default under Section 6.1(5) shall be inapplicable to such series. The conditions include: the deposit with the Trustee of money and/or government obligations in the same currency as such series that, through the payment of interest and principal in respect thereof in accordance with their terms, will provide money in an amount sufficient in the opinion of a nationally recognized firm of independent public accountants to pay principal, premium, if any, and interest on and any mandatory sinking fund payments in respect of the Debt Securities of such series on the stated maturity of such payments in accordance with the terms of the Indenture and such Debt Securities; and the delivery to the Trustee of an opinion of counsel to the effect that the Holders of the Debt Securities of such series will not recognize income, gain or loss for United States federal income tax purposes as a result of such deposit and related covenant defeasance and will be subject to United States federal income tax on the same amount and in the same manner and at the same times as would have been the case if such deposit and related covenant defeasance had not occurred. (Indenture sec.8.4)

**Defeasance and Events of Default.** In the event TJX exercises its opinion to omit compliance with certain covenants of the Indenture with respect to any series of Debt Securities and the Debt Securities of such series are declared due and payable because of the occurrence of any Event of Default, the amount of money and government obligations on deposit with the Trustee will be sufficient to pay amounts due on the Debt Securities of such series at the time of their stated maturity but may not be sufficient to pay amounts due

on the Debt Securities of such series at the time of the acceleration resulting from such Event of Default. However, TJX shall remain liable for such payments.

#### CONCERNING THE TRUSTEE

TJX maintains banking relationships in the ordinary course of business with the Trustee.

#### PLAN OF DISTRIBUTION

##### GENERAL

TJX may sell the Debt Securities being offered hereby; (i) directly to purchasers; (ii) through agents; (iii) through dealers; (iv) through underwriters; or (v) through a combination of any such methods of sale.

The distribution of the Debt Securities may be effected from time to time in one or more transactions either: (i) at a fixed price or prices which may be changed; (ii) at market prices prevailing at the time of sale; (iii) at prices related to such prevailing market prices; or (iv) at negotiated prices.

Offers to purchase Debt Securities may be solicited directly by TJX. Offers to purchase Debt Securities may also be solicited by agents designated by TJX from time to time. Any such agent, who may be deemed to be an "underwriter" as that term is defined in the Securities Act, involved in the offer or sale of the Debt Securities in respect of which this Prospectus is delivered will be named, and any commissions payable by TJX to such agent will be set forth, in the Prospectus Supplement.

If a dealer is utilized in the sale of the Debt Securities in respect of which this Prospectus is delivered, TJX will sell such Debt Securities to the dealer, as principal. The dealer, who may be deemed to be an "underwriter" as that term is defined in the Securities Act may then resell such Debt Securities to the public at varying prices to be determined by such dealer at the time of resale.

If an underwriter or underwriters are utilized in the sales, TJX will execute an underwriting agreement with such underwriters at the time of sale of them and the name of the underwriters will be set forth in the Prospectus Supplement, which will be used by the underwriters to make resales of the Debt Securities in respect of which this Prospectus is delivered to the public.

Underwriters, dealers, agents and other persons may be entitled, under agreements that may be entered into with TJX, to indemnification by TJX against certain civil liabilities, including liabilities under the Securities Act.

##### DELAYED DELIVERY ARRANGEMENTS

If so indicated in the Prospectus Supplement, TJX will authorize underwriters, dealers or other persons to solicit offers by certain institutions to purchase Debt Securities pursuant to contracts providing for payment and delivery on a future date or dates. Institutions with which such contracts may be made include commercial and savings banks, insurance companies, pension funds, investment companies, educational and charitable institutions and others. The obligations of any purchaser under any such contract will not be subject to any conditions except that (a) the purchase of the Debt Securities shall not at the time of delivery be prohibited under the laws of the jurisdiction to which such purchaser is subject and (b) if the Debt Securities are also being sold to underwriters, TJX shall have sold to such underwriters the Debt Securities not sold for delayed delivery. The underwriters, dealers and such other persons will not have any responsibility in respect to the validity or performance of such contracts.

## LEGAL OPINION

The validity of the Debt Securities offered hereby will be passed upon for TJX by Ropes & Gray, Boston, Massachusetts.

## EXPERTS

The consolidated balance sheets as of January 28, 1995 and January 29, 1994, and the consolidated statements of income, shareholders' equity and cash flows for the fiscal years ended January 28, 1995, January 29, 1994 and January 30, 1993, incorporated by reference in this Prospectus have been incorporated herein in reliance on the report of Coopers & Lybrand L.L.P., independent accountants, given on the authority of that firm as experts in accounting and auditing.

NO DEALER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS IN CONNECTION WITH THE OFFER MADE BY THIS PROSPECTUS SUPPLEMENT AND THE PROSPECTUS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY OR BY THE UNDERWRITERS. NEITHER THE DELIVERY OF THIS PROSPECTUS SUPPLEMENT AND THE PROSPECTUS NOR ANY SALE MADE HEREUNDER AND THEREUNDER SHALL UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF. THIS PROSPECTUS SUPPLEMENT AND THE PROSPECTUS DO NOT CONSTITUTE AN OFFER OR SOLICITATION BY ANYONE IN ANY STATE IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO OR TO ANYONE TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION.

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\$200,000,000

THE  
 TJX COMPANIES, INC.

\$100,000,000

6 5/8% NOTES DUE JUNE 15, 2000

\$100,000,000

7% NOTES DUE JUNE 15, 2005

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 SALOMON BROTHERS INC  
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PROSPECTUS SUPPLEMENT

DATED JUNE 20, 1995