

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of the Securities
Exchange Act of 1934

Date of Report (Date of the earliest event reported)
November 1, 2006

Valhi, Inc.

(Exact name of Registrant as specified in its charter)

Delaware ----- (State or other jurisdiction of incorporation)	1-5467 ----- (Commission File Number)	87-0110150 ----- (IRS Employer Identification No.)
5430 LBJ Freeway, Suite 1700, Dallas, Texas ----- (Address of principal executive offices)		75240-2697 ----- (Zip Code)

(972) 233-1700

(Registrant's telephone number, including area code)

(Former name or address, if changed since last report)

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

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

Item 1.01 Entry into a Material Definitive Agreement.

On November 1, 2006, the registrant, Valhi, Inc. ("Valhi"), purchased (the "Stock Purchase") 1.0 million shares of its common stock, par value \$0.01 per share (the "Common Stock"), at a discount to the current market price of the Common Stock, from Valhi Holding Company, a Delaware corporation and a parent of Valhi ("VHC"), for \$23.50 per share or an aggregate purchase price of \$23.5 million. Valhi purchased the 1.0 million shares of Common Stock under the following repurchase programs:

- O a 5.0 million share program that the Valhi board of directors had approved on March 31, 2005 that at the close of business on October 31, 2006 had 619,400 shares of Common Stock eligible for purchase under the program; and
- O a 5.0 million share program that the Valhi board of directors approved on November 1, 2006 (the "New Repurchase Program").

The terms of the Stock Purchase are set forth in the Stock Purchase Agreement dated November 1, 2006 between Valhi and VHC attached hereto as Exhibit 10.1 and incorporated herein by reference. Valhi paid for the Stock Purchase with its available cash on hand. Valhi's independent directors approved the Stock Purchase.

Under the New Repurchase Program, Valhi is authorized to purchase shares of Common Stock in open market transactions, including block purchases, or in privately negotiated transactions, which may include transactions with affiliates of Valhi. The Repurchase Program does not include specific price targets or timetables and may be suspended at any time.

Item 7.01 Regulation FD Disclosure.

The registrant hereby furnishes the information set forth in its press release issued on November 1, 2006, a copy of which is attached hereto as Exhibit 99.1 and incorporated herein by reference.

The information, including the exhibit, the registrant furnishes in this report is not deemed "filed" for purposes of section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section. Registration statements or other documents filed with the Securities and Exchange Commission shall not incorporate this information by reference, except as otherwise expressly stated in such filing.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits.

Item No.	Exhibit Index
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10.1*	Stock Purchase Agreement, dated November 1, 2006 between Valhi, Inc. and Valhi Holding Company.
99.1*	Press Release dated November 1, 2006 issued by Valhi.

* Filed herewith.

SIGNATURE

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

Valhi, Inc.
(Registrant)

By: /s/ A. Andrew R. Louis

A. Andrew R. Louis
Secretary

Date: November 2, 2006

INDEX TO EXHIBITS

Exhibit No. Description

10.1*

Stock Purchase Agreement, dated November 1, 2006 between
Valhi, Inc. and VHC Corporation.

99.1*

Press Release dated November 1, 2006 issued by Valhi.

* Filed herewith.

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (the "Agreement") is made and entered into as of November 1, 2006 between Valhi Holding Company, a Delaware corporation ("Seller"), and Valhi, Inc., a Delaware corporation ("Valhi").

Recitals

Seller wishes to sell 1,000,000 shares (the "Shares") of the common stock, \$0.01 par value per share, of Valhi owned by Seller, to Valhi, and Valhi wishes to purchase the Shares, on the terms and subject to the conditions of this Agreement (the "Transaction").

Agreement

The parties agree as follows:

ARTICLE I. THE TRANSACTION

Section 1.1. Purchase and Sale of Shares. Against payment of the purchase price therefor as specified in Section 1.2, Seller hereby sells, transfers, assigns and delivers to Valhi the Shares. Certificates representing the Shares are hereby delivered accompanied by stock powers duly endorsed in blank.

Section 1.2. Purchase Price and Payment. Valhi hereby purchases all of the Shares for a purchase price of \$23.50 per Share in cash, payment for which is hereby made by means of a transfer of \$23,500,000.00 to an account specified by Seller.

ARTICLE II. REPRESENTATIONS AND WARRANTIES OF THE SELLER

Seller hereby represents and warrants to Valhi as of the date of this Agreement as follows:

Section 2.1. Authority. It is a corporation validly existing and in good standing under the laws of the state of its incorporation. It has full corporate power and authority, without the consent or approval of any other person, to execute and deliver this Agreement and to consummate the Transaction. All corporate action required to be taken by or on behalf of it to authorize the execution, delivery and performance of this Agreement has been duly and properly taken.

Section 2.2. Validity. This Agreement is duly executed and delivered by it and constitutes its lawful, valid and binding obligation, enforceable in accordance with its terms. The execution and delivery of this Agreement and the consummation of the Transaction by it are not prohibited by, do not violate or conflict with any provision of, and do not result in a default under (a) its charter or bylaws; (b) any material contract, agreement or other instrument to which it is a party or by which it is bound; (c) any order, writ, injunction, decree or judgment of any court or governmental agency applicable to it; or (d) any law, rule or regulation applicable to it, except in each case for such prohibitions, violations, conflicts or defaults that would not have a material adverse consequence to the Transaction.

Section 2.3. Ownership of Shares. It is the record and beneficial owner of the Shares and upon consummation of the transactions contemplated by this Agreement, Valhi will acquire good and marketable title to the Shares, free and clear of any liens, encumbrances, security interests, restrictive agreements, claims or imperfections of any nature whatsoever, other than restrictions on transfer imposed by applicable securities laws.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Valhi hereby represents and warrants to the Seller as of the date of this Agreement as follows:

Section 3.1. Authority. It is a corporation validly existing and in good standing under the laws of the state of Delaware. It has full corporate power and authority, without the consent or approval of any other person, to

execute and deliver this Agreement and to consummate the Transaction. All corporate and other actions required to be taken by or on behalf of it to authorize the execution, delivery and performance of this Agreement have been duly and properly taken.

Section 3.2. Validity. This Agreement is duly executed and delivered by it and constitutes its lawful, valid and binding obligation, enforceable in accordance with its terms. The execution and delivery of this Agreement and the consummation of the Transaction by it are not prohibited by, do not violate or conflict with any provision of, and do not result in a default under (a) its charter or bylaws; (b) any material contract, agreement or other instrument to which it is a party or by which it is bound; (c) any order, writ, injunction, decree or judgment of any court or governmental agency applicable to it; or (d) any law, rule or regulation applicable to it, except in each case for such prohibitions, violations, conflicts or defaults that would not have a material adverse consequence to the Transaction.

Section 3.3. Purchase for Investment. It is purchasing the Shares sold and delivered to it hereunder for investment solely for its own account and not with a view to, or for resale in connection with, the distribution thereof. It understands that such Shares are restricted securities under the Securities Act of 1933, as amended (the "Securities Act"), and that such Shares must be held indefinitely unless they are registered under the Securities Act and any applicable state securities or blue sky laws or an exemption from such registration is available.

Section 3.4. Nature of Purchaser. It has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the purchase of the Shares.

ARTICLE IV. GENERAL PROVISIONS

Section 4.1. Survival. The representations and warranties set forth in this Agreement shall survive the execution of this Agreement and the consummation of the transactions contemplated herein. The covenants and other agreements set forth in this Agreement shall terminate on the tenth anniversary of this Agreement.

Section 4.2. Amendment and Waiver. No amendment or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in a writing referring to this Agreement and signed by the parties hereto, and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 4.3. Parties and Interest. This Agreement shall bind and inure to the benefit of the parties named herein and their respective heirs, successors and assigns.

Section 4.4. Entire Transaction. This Agreement contains the entire understanding among the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings among the parties with respect to the subject matter of this Agreement.

Section 4.5. Applicable Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the state of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Delaware.

Section 4.6. Severability. If any provision of this Agreement is found to violate any statute, regulation, rule, order or decree of any governmental authority, court, agency or exchange, such invalidity shall not be deemed to effect any other provision hereof or the validity of the remainder of this Agreement and such invalid provision shall be deemed deleted to the minimum extent necessary to cure such violation.

Section 4.7. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be sent by registered or certified mail, postage prepaid as follows:

If to the Seller:	Valhi Holding Company 5430 LBJ Freeway Three Lincoln Centre, Suite 1700 Dallas, Texas 75240-2697
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Attention: Secretary

If to the Purchaser:

Valhi, Inc.
5430 LBJ Freeway
Three Lincoln Centre, Suite 1700
Dallas, Texas 75240-2697
Attention: General Counsel

Section 4.8. Headings. The sections and other headings contained in this Agreement are for reference purposes only and shall not effect in any way the meaning or interpretation of this Agreement.

Section 4.9. Expenses. Except as otherwise expressly provided herein, each party to this Agreement shall pay its own costs and expenses in connection with the transactions contemplated hereby.

The parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

VALHI HOLDING COMPANY

By: /s/ Bobby D. O'Brien

Bobby D. O'Brien, Vice President

VALHI, INC.

By: /s/ Steven L. Watson

Steven L. Watson, President

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PRESS RELEASE

FOR IMMEDIATE RELEASE:

VALHI, INC.
Three Lincoln Centre
5430 LBJ Freeway, Suite 1700
Dallas, Texas 75240-2697

CONTACT:

John A. St. Wrba
Vice President and Treasurer
(972) 233-1700

VALHI ANNOUNCES STOCK REPURCHASE PROGRAM AND
DECLARES QUARTERLY DIVIDEND

DALLAS, TEXAS . . . November 1, 2006 . . . Valhi, Inc. (NYSE: VHI) announced today that its board of directors has authorized the repurchase of up to 5.0 million shares of Valhi's common stock in open market transactions, including block purchases, or in privately negotiated transactions, which may include transactions with affiliates of Valhi. The shares subject to this new repurchase program are in addition to the 5.0 million share repurchase program Valhi announced on April 1, 2005 under which approximately 620,000 shares remain available for repurchase. As October 31, 2006, the approximately 5.62 million shares available for repurchase under both repurchase plans represent 4.9% of Valhi's 115.2 million shares of common stock outstanding. The stock may be purchased from time to time as market conditions permit.

The new stock repurchase program does not include specific price targets or timetables and may be suspended at any time. This stock repurchase program will be conducted in compliance with all applicable state and federal laws. Depending on market conditions, the program could be terminated prior to completion. Valhi will use its cash on hand to acquire the shares. Repurchased shares will be retired and cancelled or may be added to Valhi's treasury and could be used for employee benefit plans, future acquisitions or other corporate purposes.

Valhi also announced that its board of directors has declared a regular quarterly dividend of ten cents (\$0.10) per share on its common stock, payable on December 29, 2006 to stockholders of record at the close of business on December 8, 2006.

Valhi, Inc. is engaged in the titanium dioxide pigments, component products (security products, furniture components and performance marine components), titanium metals products and waste management industries.

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