As filed with the Securities and Exchange Commission on November 25, 1997.

Registration No. 333-_____

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Boise Cascade Corporation
(Exact name of registrant as specified in charter)

Delaware	82-0100960
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

1111 West Jefferson Street
P.O. Box 50
Boise, Idaho 83728-0001
(208) 384-6161
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

JOHN W. HOLLERAN
Senior Vice President and General Counsel
Boise Cascade Corporation
1111 West Jefferson Street
P.O. Box 50
Boise, Idaho 83728-0001
(208) 384-7704
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copy to:
Robert E. Buckholz, Jr.
Sullivan & Cromwell
125 Broad Street
New York, New York 10004

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this registration statement as determined in light of market conditions.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. [ ]

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. [X]

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. [ ]

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit*	Proposed Maximum Aggregate Offering Price*	Amount of Registration Fee
Debt Securities	$400,000,000**	100%***	$400,000,000***	$121,212.12

*Estimated solely for the purpose of calculating the registration fee.

**Or if any debt securities (1) are denominated or payable in a foreign or composite currency or currencies, such amount as shall result in an aggregate initial offering price equivalent to $400,000,000 at the time of initial offering or (2) are issued at an original issue discount, such greater principal amount as shall result in an aggregate initial offering price of $400,000,000.

***Exclusive of accrued interest, if any.

The registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective under Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

Under Rule 429, the Prospectus (including any Prospectus Supplement) is a combined Prospectus which also relates to Registration Statement No. 33-54533.

The information in this Prospectus is incomplete. We may not sell these securities until the Registration Statement filed with the Securities and Exchange Commission is effective. This Prospectus is not an offer to sell nor is it seeking an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED NOVEMBER 25, 1997

BOISE CASCADE CORPORATION

DEBT SECURITIES

Boise Cascade Corporation (the "Company" which may be referred to as "we" or "us") may periodically offer debentures, notes, or other unsecured types of debt in one or more series ("Debt Securities"). We may offer Debt Securities to raise up to $489,400,000 (or, if we sell the Debt Securities in foreign or composite currencies, whatever the equivalent may be at the time of the offering). Terms of the Debt Securities will reflect market conditions at the time of sale.

We may sell the Debt Securities directly, through agents, to or through underwriting syndicates led by one or more managing underwriters, or to or through one or more underwriters acting alone. If we involve any of our agents or any underwriters in the sale of these securities, then we will include their names and any applicable commissions or discounts in a prospectus supplement. Any underwriters, dealers, or agents participating in the offering will be "underwriters" as defined by the Securities Act of 1933.

Along with this Prospectus, the Company will provide a supplement to this Prospectus for each offering of Debt Securities ("Prospectus Supplement"). The Prospectus Supplement will describe the amounts, prices, and terms of the Debt Securities included in that offering ("Offered Securities"). It will also state the net proceeds the Company will receive from the sale. The Prospectus Supplement may also update information in this Prospectus. It is important for you to read both this Prospectus and the Prospectus Supplement before you invest.

We will issue the Offered Securities in the form of one or more Global Securities deposited with The Depository Trust Company, New York, New York ("DTC").

Neither the SEC nor any state securities commission has approved these securities. Similarly, these organizations have not determined that this Prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

This Prospectus is dated: _____, 1997.

AVAILABLE INFORMATION

The Company files annual, quarterly and special reports, proxy statements, and other information with the SEC. You may read and copy any document we file at the SEC's public reference rooms in Washington, D.C., New York, New York, and Chicago, Illinois. Please call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. Our SEC filings are also available to the public from the SEC's web site at http://www.sec.gov.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows us to "incorporate by reference" the information we file with them, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered part of this Prospectus, and later information filed with the SEC will update and supersede this information. We incorporate by reference the documents listed below and any future filings made with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934 until our offering is completed:

1. Annual report on Form 10-K for the year ended December 31, 1996;

2. Quarterly reports on Form 10-Q for the quarters ended March 31, 1997, June 30, 1997, and September 30, 1997; and

3. The portions of the Company's Proxy Statement on Schedule 14A for the annual meeting of shareholders held on April 18, 1997, that have been incorporated by reference into the 10-K for the year ended December 31, 1996.

You may request a copy of these filings, at no cost, by writing or telephoning us at the following address:

Investor Relations Department
Boise Cascade Corporation
P.O. Box 50
Boise, ID 83728-0001
208/384-6390
http://www.bc.com

You should rely only on the information incorporated by reference or provided in this Prospectus or the Prospectus Supplement. We have authorized no one to provide you with different information. We are not making an offer of these securities in any state where the offer is not permitted. You should not assume that the information in this Prospectus or the Prospectus Supplement is accurate as of any date other than the date on the front of the document.

THE COMPANY

Boise Cascade Corporation is an integrated paper and forest products company headquartered in Boise, Idaho, with domestic and international operations. The Company manufactures and distributes paper and wood products, distributes office products and building materials, and owns and manages 2.4 million acres of timberland.

The Company is a Delaware corporation, and our principal executive office is located at 1111 West Jefferson Street, Boise, Idaho 83728-0001, telephone 208/384-6161. All references to the Company refer, unless the context otherwise requires, to Boise Cascade Corporation and its consolidated subsidiaries.

USE OF PROCEEDS

Unless otherwise stated in the Prospectus Supplement, the net proceeds from the sale of the Debt Securities will be used to repay debt and for other corporate purposes. Those other corporate purposes may include acquisitions, additions to working capital, and capital expenditures.

RATIO OF EARNINGS TO FIXED CHARGES

The Ratio of Earnings to Fixed Charges for each of the periods indicated is as follows:

	Year Ended December 31 (audited)					Nine Months Ended September 30 (unaudited)	
	1992	1993	1994	1995	1996	1996	1997
Ratio of earnings (losses) to fixed charges (1)	--	--	--	4.18	--	--	--

(1) Earnings before fixed charges were inadequate to cover total fixed charges by $281,981,000, $150,756,000, $88,207,000, and $5,602,000 for the years ended December 31, 1992, 1993, 1994, and 1996 and $4,446,000 and $67,275,000 for the nine months ended September 30, 1996 and 1997.

For current information on the Ratio of Earnings to Fixed Charges, please see our most recent Form 10-K and 10-Q. See "Available Information" and "Incorporation of Certain Documents by Reference."

DESCRIPTION OF DEBT SECURITIES

The Debt Securities will be issued under an Indenture ("Indenture") dated as of October 1, 1985, as amended to date, between the Company and First Trust of New York, National Association, Trustee ("Trustee"). The Indenture is filed as an exhibit to the Registration Statement. All section references are to sections of the Indenture. All capitalized terms have the meanings specified in the Indenture.

Debt Securities may be issued periodically in one or more series. The Prospectus Supplement will describe the specific information, including amounts, prices, and terms, for each series of Debt Securities.

General

The Indenture does not limit the amount of securities that the Company may issue. As of the date of this Prospectus, $1,101,775,000 principal amount of securities have been issued and are outstanding under the Indenture. In addition to the Debt Securities, we may authorize the issuance of other securities under the Indenture. The securities will be unsecured obligations of the Company. They will rank on a parity with all our other unsecured unsubordinated indebtedness.

Each Prospectus Supplement will describe the following terms of the Offered Securities:

- The title;
- Any limit on the aggregate principal amount;
- The date(s) the principal is payable;
- The interest rate(s), if any, and the date(s) from which the interest accrues;
- The dates on which the interest, if any, is payable and the regular record dates for the interest payment dates;
- Whether the Offered Securities are redeemable at our option and the redemption price(s) and other redemption terms and conditions;
- Whether we are obligated to redeem or purchase the Offered Securities according to any sinking fund or similar provision or at the Holder's option and the price(s), period(s), and terms and conditions of that redemption or purchase obligation;
- If other than the principal amount, the portion of the principal amount payable if the maturity of the Offered Securities is accelerated;

- Whether the provisions relating to Satisfaction, Discharge, and Defeasance Prior to Maturity or Redemption apply;

- If other than United States Dollars, the currency or currencies of payment of principal and any premium and interest (which may be a composite currency such as the European Currency Unit);

- If payments are based on an index, the manner in which the amount of principal payments and any premium and interest is to be determined; and

- Any other terms.

Securities may be issued and sold at a substantial discount below their principal amount. The Prospectus Supplement will describe any special United States federal income tax consequences and other considerations which apply to securities issued at a discount or to any Offered Securities denominated or payable in a foreign currency or currency unit. (Section 301)

Book-Entry System

The Offered Securities will be issued in the form of one or more fully registered Global Securities. These will be deposited with, or on behalf of, DTC and registered in the name of its nominee. Except as described below, the Global Securities may be transferred, in whole and not in part, only to DTC or to another nominee of DTC.

DTC has advised the Underwriters and the Company that it is:

- A limited-purpose trust company organized under the laws of the state of New York;

- 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.

DTC was created to hold securities for institutions that have accounts with DTC ("participants") and to facilitate the clearance and settlement of securities transactions among its participants through electronic book-entry changes in participants' accounts. DTC's participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations, some of whom (and/or their representatives) own DTC. Access to DTC's book-entry system is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly. DTC administers its book-entry system in accordance with its rules and bylaws and legal requirements.

Upon issuance of a Global Security representing Offered Securities, DTC will credit (on its book-entry registration and transfer system) the principal amount to participants' accounts. Ownership of beneficial interests in the Global Security will be limited to participants or to persons that hold interests through participants. Ownership of interests in the Global Security will be shown on, and the transfer of those ownership interests will be effected only through, records maintained by DTC (with respect to participants' interests) and the participants (with respect to the owners of beneficial interests in the Global Security). The laws of some jurisdictions may require that certain purchasers of securities take physical delivery of those securities in definitive form. These limits and laws may impair the ability to transfer beneficial interests in a Global Security.

So long as DTC, or its nominee, is the registered holder and owner of a Global Security, DTC or its nominee, as the case may be, will be considered, for all purposes under the Indenture, the sole owner and holder of the related Offered Securities. Except as described below, owners of beneficial interests in a Global Security will not:

- be entitled to have the Offered Securities registered in their names; or

- receive or be entitled to receive physical delivery of certificated Offered Securities in definitive form.

Each person owning a beneficial interest in a Global Security must rely on DTC's procedures (and, if such person holds through a participant, on the participant's procedures) to exercise any rights of an Offered Securities holder under the Indenture or the Global Security. The Indenture provides that DTC may grant proxies and otherwise authorize participants to take any action which it (as the holder of a Global Security) is entitled to take under the Indenture or the Global Security. We understand that under existing industry practice, if the Company requests any action of Offered Securities holders or an owner of a beneficial interest in a Global Security desires to take any action that DTC (as the holder of the Global Security) is entitled to take, DTC would authorize the participants to take that action and the participants would authorize their beneficial owners to take the action or would otherwise act upon the instructions of their beneficial owners.

The Company will pay principal of and interest on Offered Securities to DTC. We expect that DTC, upon receipt of any payment of principal or interest, will immediately credit participants' accounts with payments in amounts proportionate to their respective beneficial interests. We also expect that payments by participants to owners of beneficial interests in a Global Security held through them will be governed by standing instructions and customary practices (as is the case with securities held for customers' accounts in "street name") and will be the responsibility of the participants. Neither the Company nor 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 a Global Security for any Offered Securities;

- maintaining, supervising, or reviewing any records relating to any beneficial ownership interests;

- any other aspect of the relationship between DTC and its participants; or

- the relationship between the participants and the owners of beneficial interests in a Global Security.

Unless and until they are exchanged in whole or in part for certificated Offered Securities in definitive form, the Global Securities may not be transferred except as a whole by DTC to its nominee or by its nominee to DTC or another nominee.

The Offered Securities may be exchanged for certificated Offered Securities in definitive form in denominations of $1,000 or multiples thereof if:

1. DTC notifies us that it is unwilling or unable to continue as depositary for the Global Securities or if at any time it ceases to be a clearing agency registered under the Securities Exchange Act of 1934;

2. The Company decides at any time not to have all of the Offered Securities represented by the Global Securities and so notifies the Trustee; or

3. An Event of Default has occurred and is continuing with respect to the Offered Securities.

If there is such an exchange, certificated Offered Securities will be issued in authorized denominations and registered in such names as DTC directs. Subject to the foregoing, the Global Securities are not exchangeable, except for a Global Security(ies) of the same aggregate denomination to be registered in DTC's or its nominee's name.

Certain Covenants of the Company

Certain Definitions Applicable to Covenants

"Attributable Debt" means the total net amount of rent required to be paid during the remaining primary term of any particular lease under which any person is at the time liable, discounted at the rate per annum equal to the weighted average interest rate borne by the securities outstanding under the Indenture. (Section 101)

"Consolidated Net Tangible Assets" means the aggregate amount of assets (less applicable reserves and other properly deductible items) after deducting (1) all liabilities, other than deferred income taxes, Funded Debt, and shareholders' equity and (2) all goodwill, trade names, trademarks, patents, organization expenses, and other like intangibles of the Company and its consolidated subsidiaries. (Section 101)

"Funded Debt" means (1) all indebtedness for money borrowed having a maturity of more than 12 months from the date as of which the determination is made or having a maturity of 12 months or less but by its terms being renewable or extendable beyond 12 months from such date at the option of the borrower and (2) rental obligations payable more than 12 months from such date under leases which are capitalized in accordance with generally accepted accounting principles. (Section 101)

"Principal Property" means (1) any mill, converting plant, manufacturing plant, or other facility owned by the Company or any Restricted Subsidiary of the Company which is located within the present 50 states of the United States and the gross book value of which (without deduction of any depreciation reserves) on the date as of which the determination is being made exceeds 3% of Consolidated Net Tangible Assets and (2) Timberlands, in each case other than properties or any portion of a particular property which in the opinion of the Board of Directors is not of material importance to the Company's business or other than minerals or mineral rights. (Section 101)

"Restricted Subsidiary" means a Subsidiary of the Company substantially all the property of which is located, or substantially all of the business of which is carried on, within the present 50 states of the United States and which owns a Principal Property, excluding however a Subsidiary of the Company which is primarily engaged in the development and sale or financing of real property. (Section 101)

"Subsidiary" of the Company means a corporation more than 50% of the voting stock of which is, directly or indirectly, owned by the Company, one or more Subsidiaries of the Company, or the Company and one or more Subsidiaries. (Section 101)

Restrictions on Secured Debt

Neither the Company nor any Restricted Subsidiary shall incur, issue, assume, or guarantee any loans, whether or not evidenced by any evidence of indebtedness for money borrowed ("Debt") secured by a mortgage, pledge, or lien ("Mortgage") on any Principal Property of the Company or any Restricted Subsidiary, or on any share of stock or Debt of any Restricted Subsidiary, unless the Company secures or causes such Restricted Subsidiary to secure the securities issued under the Indenture equally and ratably with (or, at the Company's option, prior to) such secured Debt, unless

(x) the aggregate amount of all such secured Debt, together with

(y) all Attributable Debt of the Company and its Restricted Subsidiaries with respect to sale and leaseback transactions involving Principal Properties (with the exception of such transactions which are excluded as described in "Restrictions on Sales and Leasebacks" below),

would not exceed 10% of Consolidated Net Tangible Assets. The above restriction does not apply to, and there will be excluded from secured Debt in any computation under such restriction, Debt secured by:

1. Mortgages on property of, or on any shares of stock of or Debt of, any corporation existing at the time such corporation becomes a Restricted Subsidiary;

2. Mortgages in favor of the Company or a Restricted Subsidiary;

3. Mortgages in favor of governmental bodies to secure progress or advance payments;

4. Mortgages on property, shares of Capital Stock or Debt existing at the time of acquisition thereof (including acquisition through merger or consolidation), and purchase money and construction Mortgages which are entered into within specified time limits;

5. Mortgages securing industrial revenue or pollution control bonds;

6. Mortgages on Timberlands or in connection with arrangements

under which the Company or any Restricted Subsidiary is obligated to cut or pay for timber; or

7. Any extension, renewal, or refunding of any Mortgage referred to in the foregoing clauses (1) through (6) inclusive. (Section 1004)

Restrictions on Sales and Leasebacks

Neither the Company nor any Restricted Subsidiary may enter into any sale and leaseback transaction involving any Principal Property, unless

(x) the aggregate amount of all Attributable Debt of the Company and its Restricted Subsidiaries with respect to such transaction plus

(y) all secured Debt (with the exception of secured Debt which is excluded as described in "Restrictions on Secured Debt" above)

would not exceed 10% of Consolidated Net Tangible Assets.

This restriction does not apply to, and there shall be excluded from Attributable Debt in any computation under such restriction, any sale and leaseback transaction if:

1. The lease is for a period, including renewal rights, not in excess of three years;

2. The sale or transfer of the Principal Property is made within a specified period after its acquisition or construction;

3. The lease secures or relates to industrial revenue or pollution control bonds;

4. The transaction is between the Company and a Restricted Subsidiary or between Restricted Subsidiaries; or

5. The Company or such Restricted Subsidiary, within 180 days after the sale is completed, applies to the retirement of Funded Debt of the Company or a Restricted Subsidiary, or to the purchase of other property which will constitute Principal Property of a value at least equal to the value of the Principal Property leased, an amount not less than the greater of (i) the net proceeds of the sale of the Principal Property leased or (ii) the fair market value of the Principal Property leased.

The amount to be applied to the retirement of Funded Debt shall be reduced by (x) the principal amount of any debentures or notes (including securities issued under the Indenture) of the Company or a Restricted Subsidiary surrendered within 180 days after such sale to the applicable trustee for retirement and cancellation and (y) the principal amount of Funded Debt, other than items referred to in the preceding clause (x), voluntarily retired by the Company or a Restricted Subsidiary within 180 days after such sale. (Section 1005)

Modification and Waiver

The Company and the Trustee may amend the Indenture with the consent of the Holders of not less than 66 2/3% in aggregate principal amount of the outstanding securities of each series issued under the Indenture affected by the amendment. However, the Company and the Trustee may not, without the consent of the Holder of each Security affected thereby:

1. Change the Stated Maturity of the principal of or any installment of the principal of or interest, if any, on any such Security;

2. Reduce the principal amount of, the rate of interest, if any, on or any premium payable upon the redemption of, any such Security;

3. Reduce the principal amount due upon acceleration of the maturity of an Original Issue Discount Security;

4. Change the place or currency of payment of principal of (or premium or interest, if any, on) any such Security;

5. Impair the right to institute suit to enforce any payment on or after the Stated Maturity or Redemption Date of such Security;

6. Change the Indenture to permit amendments with the consent of the Holders of less than 66 2/3% in principal amount of securities of any affected series; or

7. Modify the above requirements or reduce the percentage of outstanding securities necessary to waive compliance with certain provisions of the Indenture or to waive certain defaults and their consequences. (Section 902)

The Holders of a majority in aggregate principal amount of the outstanding securities of any series may waive, insofar as that series is concerned, compliance by the Company with certain restrictive provisions of the Indenture. (Section 1008)

Satisfaction, Discharge, and Defeasance Prior to Maturity or Redemption

Defeasance of any Series

If the Company deposits with the Trustee, in trust, at or before maturity or redemption of the outstanding securities of any series, money or direct obligations of the United States of America or obligations the principal of and interest on which are guaranteed by the United States of America in such amounts and maturing at such times that the proceeds of such obligations to be received upon the respective maturities and interest payment dates of such obligations will provide funds sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay when due the principal of (and premium, if any) and each installment of principal of (and premium, if any) and interest on any series of outstanding securities at the Stated Maturity of such principal or installment of principal or interest, as the case may be, then the Company may omit to comply with certain terms of the Indenture with respect to that series of securities, including the restrictive covenants described above. Further, the Events of Default described in clauses (3) and (4) under "Events of Default" below shall not apply. Defeasance of securities of any series is subject to the satisfaction of certain conditions, including among others:

1. The absence of an Event of Default or event which with notice or lapse of time would become an Event of Default at the date of the deposit;

2. The perfection of the Holders' interest in such deposit; and

3. That such deposit will not result in a breach of, or constitute a default under, any instrument by which the Company is bound. (Section 402)

Satisfaction and Discharge of any Series

Upon the deposit of money or securities as contemplated in the preceding paragraph and the satisfaction of certain other conditions, the Company may also omit to comply with its obligation to pay the principal of (and premium, if any) and interest on a particular series of securities. Any Events of Default with respect thereto shall not apply, and thereafter, the Holders of securities of such series shall be entitled only to payment out of the money or securities deposited with the Trustee. Such conditions include among others:

1. Except in certain limited circumstances involving a deposit made within one year of maturity or redemption:

   (i) no Event of Default or event which, with notice or lapse of time, would become an Event of Default exists at the date of deposit or on the 91st day thereafter, and

   (ii) the Company delivers to the Trustee an Opinion of Counsel of a nationally recognized tax counsel that Holders of the securities of such series will not recognize income, gain, or loss for federal income tax purposes as a result of such deposit and the satisfaction, discharge, and defeasance

and will be subject to federal income tax in the same amounts, in the same manner, and at the same times as would have been the case if such deposit and defeasance had not occurred, and

2. The Company receives an Opinion of Counsel stating that satisfaction and discharge will not violate the rules of any nationally recognized securities exchange on which securities of that series are listed. (Section 401)

Federal Income Tax Consequences

Under current federal income tax law, the deposit and defeasance described above under "Defeasance of any Series" will not result in a taxable event to any Holder of securities or otherwise affect the federal income tax consequences of an investment in securities of any series.

The federal income tax treatment of the deposit and defeasance described above under "Satisfaction and Discharge of any Series" is not clear. A deposit and defeasance is likely to be treated as a taxable exchange of such securities for beneficial interests in the trust consisting of the deposited money or securities. In that event, a Holder of securities would be required to recognize gain or loss equal to the difference between the Holder's adjusted basis for the securities and the fair market value of the Holder's beneficial interest in such trust. Thereafter, such Holder would be required to include in income a share of the income, gain, and loss of the trust. As described above, except in certain limited circumstances involving a deposit made within one year of maturity or redemption, it is a condition to such a deposit and defeasance that the Company obtain an opinion of tax counsel to the effect that such deposit and defeasance will not alter the Holders' tax consequences that would have been applicable in the absence of the deposit and defeasance. Purchasers of the Debt Securities should consult their own advisers with respect to the tax consequences to them of such deposit and defeasance, including the applicability and effect of tax laws other than federal income tax law.

Events of Default

The Indenture defines an "Event of Default" with respect to securities of each series as one or more of the following events:

1. Default in the payment of any interest on any security of that series for 30 days after becoming due;

2. Default in the payment of principal of or any premium on any security of that series when due;

3. Default in the performance, or breach, of any other covenant or warranty of the Company in the Indenture for 90 days after notice;

4. Involuntary acceleration of the maturity of indebtedness in excess of $5,000,000 for money borrowed by the Company or any of its Restricted Subsidiaries, if the acceleration is not rescinded or annulled, or the indebtedness is not discharged, within 10 days after notice;

5. Entry of certain court orders requiring the Company or any Restricted Subsidiary to make payments exceeding $1,000,000 and where 60 days have passed since the entry of the order without its having been satisfied or stayed;

6. Certain events of bankruptcy, insolvency, or reorganization; and

7. Any other Event of Default provided with respect to securities of that series issued under the Indenture.

If any Event of Default described in clauses (1), (2), or (7) shall occur and be continuing, then either the Trustee or the Holders of at least 25% (or if the securities of the series are Original Issue Discount Securities, such portion of the principal amount as may be specified in the terms of that series) in principal amount of the outstanding securities of that series may accelerate the Maturity of the securities of that series. If an Event of Default described in clauses (3), (4), (5), or (6) above shall occur and be continuing, then either the Trustee or the Holders of at least 25% (or if the

securities are Original Issue Discount Securities, such portion of the principal amount as may be specified in the terms of that series) in principal amount of the outstanding securities issued under the Indenture may accelerate the Maturity of all outstanding securities. (Sections 501 and 502)

The Indenture provides that the Trustee, within 90 days after a default with respect to any series of securities, shall give to the Holders of securities of that series notice of all uncured defaults known to it (the term default to mean the events specified above without grace periods); provided however that, except in the case of default in the payment of principal of (or premium, if any) or interest, if any, on any Security of such series, the Trustee shall be protected in withholding such notice if it in good faith determines that the withholding of such notice is in the interest of the Holders of securities of such series. (Section 602)

The Indenture requires the Company to furnish to the Trustee an annual statement by certain Company officers that to the best of their knowledge the Company is not in default of any of its obligations under the Indenture or, if there has been a default, specifying each such default. (Section 1006)

The Holders of a majority in principal amount of the outstanding securities of any series affected will have the right, subject to certain limitations, 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 securities of such series and to waive certain defaults. (Sections 512 and 513)

The Indenture provides that if a default occurs and is continuing, the Trustee shall exercise such of its rights and powers under the Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of that person's own affairs. (Section 601)

Subject to certain provisions, the Trustee will not be obligated to exercise any of its rights or powers under the Indenture at the request of any of the Holders of securities unless they shall have offered to the Trustee reasonable security or indemnity against the costs, expenses, and liabilities which the Trustee might incur in compliance with such request. (Section 603)

Merger or Consolidation

The Indenture provides that no consolidation or merger of the Company with or into any other corporation and no conveyance or transfer of its property substantially as an entirety to another corporation may be made:

1. Unless

   (i) The surviving corporation or acquiring Person shall be a corporation organized and existing under the laws of the United States of America, any state thereof, or the District of Columbia and shall expressly assume the payment of principal of and any premium and interest on the securities and the performance of covenants in the Indenture;

   (ii) Immediately after giving effect to such transaction, no Event of Default, and no event which after notice or lapse of time, or both, would become an Event of Default, shall have happened and be continuing; and

   (iii) The Company has delivered the required Officers' Certificate and Opinion of Counsel to the Trustee; or

2. If, as a result thereof, any Principal Property of the Company or any Restricted Subsidiary would become subject to a Mortgage which is not expressly excluded from the restrictions or permitted by the provisions of the "Restrictions on Secured Debt" covenant unless all the Outstanding Securities are secured by a lien upon such Principal Property equal with (or, at the Company's option, prior to) that of the Debt secured by such Mortgage. (Section 801)

Concerning the Trustee

We maintain a deposit account and conduct other banking transactions with the Trustee in the normal course of our business. As of September 30, 1997, the Trustee is the trustee under indentures pursuant to which our 10.125% Notes Due 1997, 9.90% Notes Due 2000, 9.875% Notes Due 2001, 9.85% Notes Due 2002, 9.45% Debentures Due 2009, 7.35% Debentures Due 2016, and $415,405,000 (principal amount) of Medium-Term Notes, Series A are outstanding.

Governing Law

The Indenture and the securities shall be governed by and construed under New York law.

PLAN OF DISTRIBUTION

We may sell Debt Securities to one or more underwriters for public offering and sale or may sell Debt Securities to investors directly or through agents. The Prospectus Supplement will describe the method of distribution.

The Offered Securities may be distributed periodically in one or more transactions at:

- A fixed price or prices, which may be changed;
- Market prices prevailing at the time of sale;
- Prices related to the prevailing market prices; or
- Negotiated prices.

In connection with the sale of Offered Securities, underwriters or agents may receive compensation from us in the form of underwriting discounts or commissions. They may also receive commissions from purchasers of Offered Securities for whom they may act as agent. Underwriters or agents may sell Offered Securities to or through dealers. Those dealers may receive compensation in the form of discounts, concessions, or commissions from the underwriters and/or commissions from the purchasers for whom they may act as agent.

Any underwriting compensation which we pay to underwriters or agents in connection with the Offered Securities and any discounts, concessions, or commissions allowed by underwriters to participating dealers will be described in the Prospectus Supplement. Underwriters, dealers, and agents participating in the distribution of the Offered Securities may be deemed to be underwriters, and any discounts and commissions received by them and any profit realized by them on resale of the Offered Securities may be deemed to be underwriting discounts and commissions, under the Securities Act of 1933. Underwriters or agents and their controlling persons, dealers, and agents may be entitled, under agreements entered into with us, to indemnification against and contribution toward certain civil liabilities, including liabilities under the Securities Act of 1933.

If indicated in the Prospectus Supplement, we will authorize dealers or other persons acting as our agents to solicit offers by certain institutions to purchase Offered Securities from us pursuant to Delayed Delivery Contracts ("Contracts") providing for payment and delivery on the date(s) stated in the Prospectus Supplement. Each Contract will be for an amount not less than (and the aggregate amount of Offered Securities sold pursuant to Contracts shall be not less or more than) the respective amounts stated in the Prospectus Supplement. Institutions with whom Contracts, when authorized, may be made include commercial and savings banks, insurance companies, pension funds, investment companies, educational and charitable institutions, and other institutions. Purchasers will in all cases be subject to the Company's approval. The obligations of any purchaser under any Contract will not be subject to any conditions except:

1. The purchase by an institution of the Offered Securities covered by its Contract shall not at the time of delivery be prohibited under the laws of any jurisdiction in the United States to which such institution is subject, and

2. If the Offered Securities are being sold to underwriters, the Company shall have sold to the underwriters the total principal amount of the Offered Securities less the principal amount covered by Contracts.

The underwriters will not have any responsibility regarding the validity or performance of the Contracts.

Each issue of Offered Securities will be a new issue of securities with no established trading market. Any underwriters to whom we sell Offered Securities for public offering and sale may make a market in the Offered Securities. Nevertheless, the underwriters will not be obligated to do so and may discontinue any market making at any time without notice. No assurance can be given as to the liquidity of the trading market for any Offered Securities.

Certain of the underwriters and their associates may engage in transactions with and perform services for us in the ordinary course of business.

VALIDITY OF OFFERED SECURITIES

The validity of the Offered Securities will be passed upon for us by John W. Holleran, who is our Senior Vice President and General Counsel, and for the underwriters or agents, if any, by Sullivan & Cromwell, New York, New York. As of September 30, 1997, Mr. Holleran was the beneficial owner of 1,061 shares of our common stock and 719 shares of our Convertible Preferred Stock, Series D, in the Employee Stock Option Plan. Mr. Holleran holds options to purchase shares of our common stock under a Company stock option plan.

EXPERTS

The audited financial statements incorporated by reference in this Prospectus have been audited by Arthur Andersen LLP, independent public accountants, as indicated in their report which accompanies those statements, and are incorporated by reference in reliance upon the authority of that firm as experts in accounting and auditing in giving such reports.

PART II.
INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

We estimate the expenses of the offering described in this Registration Statement to be as follows:

Commission filing fee (actual fee)	$121,212
Accounting fees and expenses	11,000
Legal fees and expenses	5,000
Rating agencies' fees	216,000
Trustee's fees and expenses	14,000
Printing	90,000
Miscellaneous	2,788
Total	$460,000

Item 15. Indemnification of Directors and Officers

Section 145 of the General Corporation Law of Delaware authorizes the Company to indemnify its directors and officers under specified circumstances. Our Restated Certificate of Incorporation and bylaws provide that we shall indemnify, to the extent permitted by Delaware law, our directors, officers, and employees against liabilities (including expenses, judgments, and settlements) incurred by them in connection with any actual or threatened action, suit, or proceeding to which they are or may become parties and which arise out of their status as directors, officers, or employees. The Company has also entered into agreements with each director to indemnify him or her to the fullest extent permitted by Delaware Law.

Our directors and officers are insured, under insurance policies maintained by the Company (subject to the limitations of the policies), against certain expenses incurred in the defense of actions, suits, or proceedings and certain liabilities which might be imposed as a result of such actions, suits, or proceedings, to which they are parties by reason of being or having been such directors or officers.

Item 16. List of Exhibits

Required exhibits are listed in the Index to Exhibits and are incorporated by reference.

Item 17. Undertakings

The undersigned registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (1)(i) and (1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

2. That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

4. That, for the purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers, and controlling persons of the registrant pursuant to the provisions described in the Prospectus or any Prospectus Supplement or under Item 15 above or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit, or proceeding) is asserted by the director, officer, or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

POWER OF ATTORNEY

Each person whose signature appears below appoints George J. Harad and John W. Holleran, and each of them severally, acting alone and without the other, their true and lawful attorney-in-fact with authority to execute in the name of each such person and to file with the Securities and Exchange Commission, together with any exhibits and other documents, any and all amendments (including post-effective amendments) to this Registration Statement necessary or advisable to enable the Company to comply with the Securities Act of 1933, as amended, and any rules, regulations, and requirements of the Securities and Exchange Commission in respect thereof, which amendments may make such other changes in the Registration Statement as the aforesaid attorney-in-fact executing the same deems appropriate.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Boise, state of Idaho, on November 25, 1997.

Boise Cascade Corporation

By /s/ George J. Harad
George J. Harad
Chairman of the Board and
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated on November 25, 1997.

Signatures	Title
Principal Executive Officer:	
/s/ George J. Harad George J. Harad	Chairman of the Board and Chief Executive Officer
Principal Financial Officer:	
/s/ Theodore Crumley Theodore Crumley	Senior Vice President and Chief Financial Officer
Principal Accounting Officer:	
/s/ Thomas Carlile Thomas Carlile	Vice President and Controller

Signatures	Title
A Majority of the Directors:	
/s/ George J. Harad George J. Harad	Director
/s/ Anne L. Armstrong Anne L. Armstrong	Director
/s/ Philip J. Carroll Philip J. Carroll	Director
/s/ Robert K. Jaedicke Robert K. Jaedicke	Director
/s/ Donald S. Macdonald Donald S. Macdonald	Director
/s/ Gary G. Michael Gary G. Michael	Director
/s/ Paul J. Phoenix Paul J. Phoenix	Director
/s/ A. William Reynolds A. William Reynolds	Director
/s/ Jane E. Shaw Jane E. Shaw	Director
/s/ Frank A. Shrontz Frank A. Shrontz	Director
/s/ Edson W. Spencer Edson W. Spencer	Director
/s/ Ward W. Woods, Jr. Ward W. Woods, Jr.	Director

Dated: November 25, 1997

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this Registration Statement of our report dated January 28, 1997, incorporated by reference in Boise Cascade Corporation's Form 10-K for the year ended December 31, 1996, and to all references to our firm included in this Registration Statement.

Boise, Idaho
November 25, 1997

/s/ Arthur Andersen LLP

Arthur Andersen LLP

BOISE CASCADE CORPORATION

EXHIBIT INDEX

Filed with Form S-3

Exhibit		Page
1.	Form of underwriting agreement (including form of terms agreement and form of delayed delivery contract)	
4.1 (1)	Indenture dated as of October 1, 1985, between the Company and First Trust of New York, National Association (as successor to Morgan Guaranty Trust Company of New York)	
4.2 (2)	First Supplemental Indenture dated December 20, 1989	
4.3 (3)	Second Supplemental Indenture dated August 1, 1990	
5.	Opinion of John W. Holleran	
12. (4)	Statements re computation of ratios	
23.1	Consent of Arthur Andersen LLP (see page II-6)	
23.2	Consent of John W. Holleran (included in Exhibit 5)	
24.	Power of Attorney (see page II-4)	
25.	Form T-1 Statement of Eligibility and Qualification Under the Trust Indenture Act of 1939 of First Trust of New York, National Association (as successor to Morgan Guaranty Trust Company of New York)	

---

(1) The Indenture was filed under Exhibit 4 in the Company's Registration Statement on Form S-3, Registration No. 33-5673, filed May 13, 1986, and is incorporated by this reference.

(2) The First Supplemental Indenture was filed under Exhibit 4.2 in the Company's Pre-Effective Amendment No. 1 to Form S-3, Registration No. 33-32584, filed December 20, 1989, and is incorporated by this reference.

(3) The Second Supplemental Indenture was filed under Exhibit 4.1 in the Company's Form 8-K filed August 10, 1990 (File No. 1-5057), and is incorporated by this reference.

(4) The "Statements re Computation of Ratios" was filed under Exhibit 12 in the Company's Form 10-Q filed November 12, 1997 (File No. 1-5057), and is incorporated by this reference.

JA70829A

EXHIBIT 1

BOISE CASCADE CORPORATION
Debt Securities
UNDERWRITING AGREEMENT

1. Introductory. Boise Cascade Corporation, a Delaware corporation (the "Company"), proposes to issue and sell from time to time certain of its debt securities registered under the registration statement referred to in Section 3 ("Registered Securities"). The Registered Securities will be issued under an indenture, dated as of October 1, 1985 as amended as of December 20, 1989, and August 1, 1990, ("Indenture"), between the Company and Morgan Guaranty Trust Company of New York, as trustee, in one or more series, which series may vary as to interest rates, maturities, redemption provisions, selling prices and other terms, with all such terms for any particular series of the Registered Securities being determined at the time of sale. Particular series of the Registered Securities will be sold pursuant to a Terms Agreement referred to in Section 3, for resale in accordance with terms of offering determined at the time of sale.

The Registered Securities involved in any such offering are hereinafter referred to as the "Securities". The firm or firms which agree to purchase the Securities are hereinafter referred to as the "Underwriters" of such Securities, and the representative or representatives of the Underwriters, if any, specified in a Terms Agreement referred to in Section 3 are hereinafter referred to as the "Representatives"; provided, however, that if the Terms Agreement does not specify any representative of the Underwriters, the term "Representatives", as used in this Agreement (other than in Sections 2(b), 8 and 14 and the second sentence of Section 3), shall mean the Underwriters.

2. Representations, Warranties and Agreements of the Company. The Company represents and warrants to, and agrees with, each of the Underwriters that:

(a) A registration statement (No. 33-) relating to a portion of the Registered Securities and a registration statement (No. 33-) relating to the remainder of the Registered Securities, including a prospectus which, as supplemented from time to time, shall be used in connection with all sales of the Securities, have been filed with the Securities and Exchange Commission ("Commission") and have become effective. The registration statement or statements relating to the Securities in any offering hereunder (including the documents incorporated by reference therein), as amended at the time of any Terms Agreement referred to in Section 3, are hereinafter collectively referred to as the "Registration Statement", and the prospectus (including the documents incorporated by reference therein) included in such Registration Statement, as supplemented as contemplated by Section 3 to reflect, among other things, the terms of the Securities and the terms of the offering thereof, is hereinafter referred to as the "Prospectus". Any reference to the Registration Statement or Prospectus as amended or supplemented shall be deemed to include any documents filed after the effective date of the registration statement relating to the Registered Securities under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and so incorporated by reference in such registration statement or the prospectus included therein.

(b) When each part of each registration statement relating to the Registered Securities became effective, such part and the prospectus included therein contained all statements which were required to be stated therein in accordance with the Securities Act of 1933 ("Act"), the Trust Indenture Act of 1939 ("Trust Indenture Act") and the rules and regulations of the Commission thereunder ("Rules and Regulations") and in all respects conformed to the requirements of the Act, the Trust Indenture Act and the Rules and Regulations, and did not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and on the date of each Terms Agreement referred to in Section 3, the Registration Statement and the Prospectus, and at any and all times subsequent thereto up to and including the Closing Date for the Securities to which such Terms Agreement relates, the Registration Statement and the Prospectus as then amended or supplemented, will contain all statements which are required to be stated therein in accordance with the Act, the Trust Indenture Act and the Rules and Regulations and in all

respects will conform to the requirements of the Act, the Trust Indenture Act and the Rules and Regulations, and will not include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; except that the foregoing does not apply to statements in or omissions from any such documents that are based upon written information furnished to the Company by any Underwriter through the Representatives, if any, specifically for use therein.

(c) Each document or portion thereof incorporated by reference in the prospectus included in the registration statement relating to the Registered Securities at the effective date of each registration statement conformed, when filed with the Commission, in all respects to the requirements of the Exchange Act, and the rules and regulations of the Commission thereunder ("Exchange Act Rules and Regulations"), and each document, if any, filed after such effective date under the Exchange Act and deemed to be incorporated by reference in the Prospectus in accordance with Item 12 of Form S-3 conformed or will conform, as the case may be, when so filed with the requirements of the Exchange Act and the Exchange Act Rules and Regulations.

3. Purchase, Sale and Delivery of Purchased Securities. The obligation of the Underwriters to purchase the Securities will be evidenced by an exchange of telegraphic or other written communications ("Terms Agreement") at the time the Company determines to sell the Securities. The Terms Agreement shall incorporate by reference the provisions of this Agreement, except as otherwise provided therein, and will specify the firm or firms which will be Underwriters, the names of any Representatives, the principal amount of Securities to be purchased by each Underwriter, the purchase price to be paid by the Underwriters and the terms of the Securities not already specified in the Indenture, including, but not limited to, interest rate (if any), maturity, any redemption provisions and any sinking fund requirements and whether any of the Securities may be sold to institutional purchasers pursuant to Delayed Delivery Contracts (as defined below) and, if so, the minimum principal amount of such Securities that may be sold pursuant to any such Contract and the maximum aggregate principal amount of Registered Securities that may be sold pursuant to all of such Contracts. The Terms Agreement will also specify the time and date of delivery and payment (such time and date, or such other time as the Representatives and the Company agree as the time for payment and delivery, being herein and in the Terms Agreement referred to as the "Closing Date"), the place of delivery and payment and any details of the terms of the offering that should be reflected in the prospectus supplement relating to the offering of Securities.

The Securities to be purchased by each Underwriter pursuant to the Terms Agreement relating thereto shall be in definitive fully registered form to the extent practicable, and in such authorized denominations and registered in such names as the Representatives may request upon at least forty-eight hours' prior notice to the Company, shall be delivered by or on behalf of the Company to the Representatives for the account of such Underwriter, against payment by such Underwriter or on its behalf of the purchase price therefor by certified or official bank check or checks, payable to the order of the Company in New York Clearing House (next day) funds. The Company shall make certificates for the Securities available to the Underwriters for checking and packaging at least one full business day prior to the Closing Date at the place specified in such Terms Agreement. The obligations of the Underwriters under this Agreement and each Terms Agreement shall be several and not joint.

If the Terms Agreement provides for sales of Securities pursuant to delayed delivery contracts, the Company authorizes the Underwriters to solicit offers to purchase Securities from investors of the types set forth in the Prospectus pursuant to delayed delivery contracts substantially in the form of Exhibit A attached hereto ("Delayed Delivery Contracts") but with such changes therein as the Company may approve. The Underwriters will endeavor to make such arrangements and, as compensation therefor, on the Closing Date, the Company will pay to the Representatives, for the accounts of the Underwriters, the fee set forth in such Terms Agreement in respect of the principal amount of Securities sold pursuant to Delayed Delivery Contracts ("Contract Securities"). The Company will enter into a Delayed Delivery Contract in all cases where a sale of Contract Securities arranged by the Underwriters has been approved by the Company, but, except as the Company may otherwise agree, such Delayed Delivery Contract must be

for at least the minimum principal amount of Contract Securities set forth in such Terms Agreement or attachment thereto, and the aggregate principal amount of Contract Securities may not exceed the maximum amount set forth in such Terms Agreement or attachment thereto. The Company will advise the Representatives no later than 10:00 A.M., New York City time, on the third business day preceding any Closing Date (or at such later time as the Representatives may otherwise agree) of any sales of Contract Securities that have been so approved. The Underwriters will not have any responsibility in respect of the validity or performance of Delayed Delivery Contracts.

If the Company executes and delivers Delayed Delivery Contracts, the Contract Securities will be deducted from the Securities to be purchased by the several Underwriters and the aggregate principal amount of Securities to be purchased by each Underwriter will be reduced pro rata in proportion to the principal amount of Securities set forth opposite each Underwriter's name in such Terms Agreement or attachment thereto, except to the extent that the Representatives determine that such reduction shall be otherwise than pro rata and so advise the Company; provided, however, that the principal amount of Securities to be purchased by all Underwriters shall be the total principal amount of Securities less the aggregate amount of Contract Securities.

It is understood that any Representative, acting individually and not in a representative capacity, may (but shall not be obligated to) make payment to the Company on behalf of any other Underwriter for Securities to be purchased by such Underwriter. Any such payment by such Representative shall not relieve any such Underwriter of any of its obligations hereunder.

4. Offering by Underwriters. It is understood that after the execution of a Terms Agreement relating to any Securities, the Underwriters propose to offer such Securities for sale upon the terms and conditions set forth in the Prospectus.

5. Covenants of the Company. In connection with any offering of Securities, the Company covenants and agrees with the several Underwriters that:

(a) The Company will make no further amendment or any supplement to the Registration Statement or Prospectus, after the date of the Terms Agreement relating to such Securities and prior to the Closing Date for such Securities, which shall be reasonably disapproved by the Representatives for such Securities promptly after reasonable notice; will advise the Representatives promptly of any such amendment or supplement after such Closing Date and furnish the Representatives with copies thereof; will file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act for so long as the delivery of a prospectus is required in connection with the offering or sale of such Securities; will advise the Representatives, promptly after it receives notice thereof, of the time when any amendment to the Registration Statement has become effective or any supplement to the Prospectus or any amended Prospectus has been filed, of the issuance by the Commission of any stop order or of any order preventing or suspending the use of the Prospectus, any supplement to the Prospectus or any amended Prospectus and of the initiation of any proceeding for any such purpose; and in the event of the issuance of any stop order or of any order preventing or suspending the use of the Prospectus or any such supplement to the Prospectus or amended Prospectus, will use promptly its best efforts to obtain its withdrawal.

(b) If at any time when a prospectus relating to such Securities is required to be delivered under the Act, any event occurs as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary at any time to amend the Prospectus to comply with the Act or the Trust Indenture Act, the Company promptly will (i) prepare and file with the Commission an amendment or supplement which will correct such Statement or omission or an amendment which will effect such compliance, or (ii) prepare and file with the

Commission documents deemed to be incorporated by reference in the Prospectus as then amended or supplemented which will correct such statement or omission or effect such compliance.

(c) As soon as practicable, but not later than 16 months, after the date of each Terms Agreement, the Company will make generally available to its securityholders an earnings statement covering a period of at least 12 months beginning after the later of (i) the effective date of the registration statement relating to the Registered Securities, (ii) the effective date of the most recent post-effective amendment to the Registration Statement to become effective prior to the date of such Terms Agreement and (iii) the date of the Company's most recent Annual Report on Form 10-K filed with the Commission prior to the date of such Terms Agreement, which will satisfy the provisions of Section 11(a) of the Act. It is understood that compliance by the Company with Rule 158 under the Act will satisfy the Company's obligations pursuant to this Section 5(c).

(d) The Company will furnish to the Representatives copies of the Registration Statement, any related preliminary prospectus (which, including documents incorporated by reference therein, is hereinafter referred to as a "Preliminary Prospectus"), any related preliminary prospectus supplement, the Prospectus, and all amendments and supplements to such documents, and all documents incorporated by reference in any of the foregoing documents, in each case as soon as available and in such quantities as the Representatives may reasonably request. A copy of each document prepared or filed by the Company on or prior to the date of each Terms Agreement shall be furnished to the Representatives on behalf of the Underwriters prior to their execution of such Terms Agreement; provided, however, that if such documents are not available, the Company shall furnish to such Representatives the information included or to be included therein, except that in such case the Company need not furnish such Representatives with information to be included in the prospectus supplement relating to the Securities as to the terms of the Securities and their manner of distribution.

(e) The Company will cooperate with the Underwriters in qualifying such Securities for offering and sale and in determining their eligibility for investment under the laws of such jurisdictions as the Representatives designate and will continue such qualifications in effect so long as required for the distribution of such Securities; provided, however, that the Company shall not be obligated to file any general consent to service, or to qualify as a foreign corporation in any state in which it is not now so qualified.

(f) During a period of five years from the date of any Terms Agreement relating to such Securities, the Company will promptly furnish to the Representatives, and upon request, to each of the other Underwriters, if any, a copy of its annual report for each fiscal year and current reports of the Company for each quarterly period, in each case in the forms and at the times furnished to shareholders of the Company, and, as soon as available, a copy of each report of the Company filed with the Commission; and, during a period of three years from the date of the Terms Agreement relating to such Securities, the Company will furnish to the Representatives such other information concerning the Company as the Representatives may reasonably request.

(g) The Company will use its best efforts to obtain the listing of such Securities, subject to notice of issuance, on such national securities exchanges, if any, as are indicated in the Terms Agreement relating to such Securities, and the registration thereof under the Exchange Act, in each case prior to the Closing Date for such Securities.

(h) The Company will not, without the prior consent of the Representatives, offer, sell, contract to sell or otherwise dispose of any debt securities of the Company having a maturity of more than one year, during the period beginning from and including the date of execution of the Terms Agreement with respect to such Securities and continuing to and including the earlier of (i) the date

30 days after the date of execution of such Terms Agreement and (ii) the date on which any trading restrictions on the sale of such Securities are terminated.

6. Expenses. The Company agrees with each Underwriter of any Securities that the Company will pay or cause to be paid the following:

(a) The fees, disbursements and expenses of the Company's counsel and accountants in connection with the registration of the Registered Securities under the Act and all other expenses in connection with the preparation, printing and filing of the Registration Statement, any Preliminary Prospectus, any preliminary prospectus supplement, the Prospectus and any amendments and supplements thereto and the mailing and delivery of copies thereof to the Underwriters and dealers;

(b) The cost of printing this Agreement and any Terms Agreement, any agreement among Underwriters, any Delayed Delivery Contract, any Indenture, and any other documents in connection with the offering, purchase, sale and delivery of the Securities;

(c) All expenses in connection with the qualification of the Registered Securities for offering and sale as provided in Section 5(e) hereof, including the fees and disbursements of counsel for the Underwriters in connection with such qualification;

(d) Any fees charged by securities rating services for rating the Securities;

(e) The cost of preparing the Securities;

(f) The fees and expenses of the Trustee and any agent of the Trustee and the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Securities;

(g) Any filing fees payable to the National Association of Securities Dealers, Inc. with respect to the Registered Securities;

(h) Out-of-pocket expenses incurred in distributing any Preliminary Prospectuses or preliminary prospectus supplements to the Underwriters; and

(i) All other costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section 6.

It is understood, however, that, except as provided in this Section 6, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel, transfer taxes on resale of any of the Securities by them, and any advertising expenses connected with any offers they may make.

7. Conditions of the Obligations of the Underwriters. The obligations of the several Underwriters to purchase and pay for any Securities will be subject to the accuracy of the representations and warranties on the part of the Company herein, to the accuracy of the statements of the Company officers made in any certificate furnished pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions precedent:

(a) Prior to such Closing Date no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been instituted, or to the knowledge of the Company or the Representatives, shall be contemplated by the Commission.

(b) The Representatives shall not have advised the Company or been advised by the Company or the Commission that the Registration Statement or Prospectus or any amendment or supplement thereto contains an untrue statement of fact or omits to state a fact which the Representatives have concluded, after conferring with Sullivan & Cromwell, counsel for the Underwriters, is in either case material and in the case of an omission is required to be stated therein or is necessary to make the statements therein not misleading.

(c) The Representatives shall have received an opinion or opinions of the General Counsel or an Associate General Counsel for the Company, dated such Closing Date, to the effect set forth in Exhibit B hereto.

(d) The Representatives shall have received from Sullivan & Cromwell, counsel for the Underwriters, such opinion or opinions, dated such Closing Date, with respect to the incorporation of the Company, the validity of the Securities, the Registration Statement, the Prospectus and such other related matters as the Representatives may reasonably require, and the Company shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(e) The Representatives shall have received a certificate of either the Chairman of the Board of Directors, the President or a Vice President of the Company, and of either the principal financial or accounting officer of the Company, dated such Closing Date, to the effect that the representations and warranties on the part of the Company herein are true and correct as of such Closing Date with the same force and effect as if made on that date, and that the Company has performed all its obligations hereunder to be performed at or prior to that date, and as to such other matters as the Representatives may reasonably request.

(f) The Representatives shall have received a signed letter or letters from Arthur Andersen & Co., dated such Closing Date, addressed to the Company and to the Underwriters, with conformed copies for each of the Underwriters, in form and substance satisfactory to the Representatives.

(g) The Company shall have furnished to the Representatives such further information and documents as the Representatives shall have reasonably requested.

(h) Between the time of execution of such Terms Agreement and such Closing Date there shall not have occurred any of the following: (i) a general suspension or material limitation in trading of securities on the New York Stock Exchange; (ii) a declaration of a bank moratorium by authorities of the United States or of the State of New York; (iii) the general establishment of minimum prices by the New York Stock Exchange or by the Commission; or (iv) the outbreak or escalation of major hostilities involving Armed Forces of the United States or the declaration by the United States of a national emergency or war, if, in the good faith judgment of the Representatives, the effect of any event described in this clause (iv) on the financial markets is such that it is impracticable or inadvisable to proceed with completion of the sale of and payment for the securities.

(i) Between the time of execution of such Terms Agreement and such Closing Date there shall not have been any change in the capital stock or short-term or long-term indebtedness for borrowed money of the Company and its subsidiaries on a consolidated basis, or any change (financial or otherwise) in, or any development involving a prospective change (financial or otherwise) in or affecting, the financial position, stockholders' equity or results of operations of the Company and its subsidiaries on a consolidated basis or the general affairs of the Company and its subsidiaries considered as a whole, except as set forth or contemplated in the Prospectus as of the date of such Terms Agreement, which in the judgment of the Representatives is material and adverse.

(j) Between the time of execution of such Terms Agreement and such Closing Date no downgrading shall have occurred in the rating accorded the Company's senior debt securities by any "nationally recognized statistical rating organization," as that term is defined by the Commission for purposes of Rule 436(g)(1) of Regulation C.

The Company will furnish the Representatives with such conformed copies of such opinions, certificates, letters and documents as the Representatives reasonably request.

In the event that the purchase of such Securities does not occur by reason of subsection (h), (i) or (j) of this Section 7, the Company shall have no liability to the Underwriters except for expenses to be paid or reimbursed as set forth in Section 6 and its obligations under Section 8.

8. Indemnification and Contribution. (a) The Company will indemnify and hold harmless each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act against any losses, claims, damages or liabilities, joint or several, to which such Underwriter or such controlling person may become subject, under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, any Preliminary Prospectus, the Prospectus, or any amendment or supplement thereto, or any related preliminary prospectus supplement, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each Underwriter and each such controlling person for any legal or other expenses reasonably incurred by such Underwriter and each such controlling person in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of or is based upon an untrue statement or alleged untrue statement in or omission or alleged omission from any of such documents in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives, if any, specifically for use therein; and provided, further, that the indemnity agreement contained in this paragraph in respect of any Preliminary Prospectus shall not inure to the benefit of any Underwriter (or of any person controlling such Underwriter) on account of any such losses, claims, damages, or liabilities (or actions in respect thereof), arising from the sale of Securities to any person if such Underwriter shall have failed to send or give to such person (i) with or prior to the written confirmation of such sale, a copy of the Prospectus or the Prospectus as amended or supplemented, if any amendments or supplements thereto shall have been furnished at or prior to the time of written confirmation of the sale involved, or (ii) with or prior to the delivery of such Securities to such person, a copy of any amendment or supplement to the Prospectus which shall have been furnished subsequent to such written confirmation and prior to the delivery of such Securities to such person, to the extent that any such loss, claim, damage, or liability results from an untrue statement or an omission which was corrected in the Prospectus or the Prospectus as amended or supplemented. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) Each Underwriter will indemnify and hold harmless the Company, each of its directors, each of its officers who have signed the Registration Statement and each person, if any, who controls the Company within the meaning of the Act, against any losses, claims, damages or liabilities to which the Company or any such director, officer or controlling person may become subject, under the Act or otherwise insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, or any Preliminary Prospectus, the Prospectus, or any amendment or supplement thereto, or any related preliminary prospectus supplement, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made therein in reliance upon and in conformity with written information furnished to the Company by such Underwriter through the Representatives, if any, specifically for use therein; and will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer or controlling person in connection with investigating or defending any such loss, claim, damage, liability or action. This indemnity agreement will be in addition to any liability which such Underwriter may otherwise have.

(c) Promptly after receipt by an indemnified party under this Section of notice of the commencement of any action, such

indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section, notify the indemnifying party of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under this Section. In case any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who will not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall be liable for any compromise or settlement of any such action effected without its consent.

(d) If the indemnification provided for in subsection (a) or (b) above is for any reason, other than as specified in such subsections, held by a court to be unavailable and the Company or any Underwriter has been required to pay damages as a result of a determination by a court that the Registration Statement, any Preliminary Prospectus, the Prospectus, or any amendment or supplemental thereto, or any related preliminary prospectus supplement, contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading, then the Company shall contribute to the damages paid by the Underwriters, and the Underwriters shall contribute to the damages paid by the Company, but in each case only to the extent that such damages arise out of or are based upon such untrue statement or omission, in such Proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other from the offering of the Securities, and the relative fault of the Company on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such damages as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the Prospectus. The relative fault of the Company on the one hand and the Underwriters on the other shall be determined by reference to, among other things, whether the untrue statement of a material fact or the omission to state a material fact relates to information supplied by the Company or the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company and the Underwriters agree that it would not be just and equitable if their respective obligations to contribute pursuant to this subsection (d) were to be determined by pro rata allocation of the aggregate damages (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in the first sentence of this subsection (d). For purposes of this subsection (d), the term "damages" shall include any legal or other expenses reasonably incurred by the Company or any of the Underwriters in connection with investigating or defending against any action or claim which is the subject of the contribution provisions of this subsection (d). Notwithstanding the provisions of this subsection (d), no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue statement or omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this subsection (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

9. Default of Underwriters. If any Underwriter or

Underwriters default in their obligations to purchase Securities which they may have agreed to purchase under the Terms Agreement relating to such Securities and the aggregate principal amount of such Securities that such defaulting Underwriter or Underwriters agreed but failed to purchase does not exceed 10% of the total principal amount of the Securities to be purchased under such Terms Agreement, the other Underwriters shall be obligated severally, in proportion to their respective commitments under this Agreement and such Terms Agreement, to purchase the Securities that such defaulting Underwriters agreed but failed to purchase. If any Underwriter or Underwriters so default and the aggregate principal amount of the Securities with respect to which such default or defaults occur is more than 10% of the total principal amount of the Securities to be purchased under such Terms Agreement, and arrangements satisfactory to the Representatives and the Company for the purchase of such Securities by other persons are not made within 36 hours after such default, such Terms Agreement will terminate without liability on the part of any non-defaulting Underwriter or the Company, except for the expenses to be paid or reimbursed by the Company pursuant to Section 6 and the respective obligations of the Company and the Underwriters pursuant to Section 8. As used in this Agreement, the term "Underwriter" includes any person substituted for an Underwriter under this Section 9. Nothing herein will relieve a defaulting Underwriter from liability for its default.

10. Reimbursement of Underwriters' Expenses. If the sale of the Securities pursuant to this Agreement and the Terms Agreement relating to such Securities is not consummated because any condition to the Underwriters' obligations hereunder and thereunder is not timely satisfied, or because of any failure or inability on the part of the Company to perform any agreement on its part contained herein or therein, then, unless otherwise provided in the last paragraph of Section 7, the Company will reimburse the Underwriters or cause them to be reimbursed upon demand for all out-of-pocket expenses (including reasonable fees and disbursements of their counsel) that shall have been incurred by them in connection with the offering of such Securities, and the Company shall have no further liability hereunder except as provided in Sections 6 and 8.

11. Representations and Indemnities to Survive Delivery. The respective indemnities, agreements, representations, warranties, and other statements of the Company or its officers and of the several Underwriters set forth in or made pursuant to this Agreement or any Terms Agreement relating to the Securities will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Underwriter or the Company or any of its officers, directors or controlling persons and will survive delivery of and payment for the Securities.

12. Notices. All communications hereunder will be in writing, and, if sent to the Underwriters, will be mailed, delivered or telegraphed and confirmed to the Representatives at the address or addresses set forth in the Terms Agreement, or, if sent to the Company, will be mailed, delivered or telegraphed and confirmed to it at Boise Cascade Corporation, 1111 West Jefferson Street, Boise, Idaho 83728, Attention: General Counsel.

13. Successors. This Agreement and each Terms Agreement will inure to the benefit of and be binding upon the Company, such Underwriters as are identified in Terms Agreements and their respective successors and, to the extent provided in Section 8, the officers, directors and controlling persons referred to in Section 8, and no other person will have any right or obligation hereunder.

14. Representation of Underwriters. In all dealings with the Company under this Agreement and any applicable Terms Agreement, the Representatives represent that they shall act on behalf of each of the Underwriters and that any action under this Agreement and such Terms Agreement taken by the Representatives will be binding upon all the Underwriters.

15. Governing Law. This Agreement and each Terms Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

16. Counterparts. Each Terms Agreement may be executed in

counterparts, all of which, taken together, shall constitute a single agreement.

JL40708A

EXHIBIT A

(Three copies of this Delayed Delivery Contract should be signed and returned to the address shown below so as to arrive not later than 9:00 a.m., New York Time, on _____, _____.*)

DELAYED DELIVERY CONTRACT

[Insert date of initial public offering.]

BOISE CASCADE CORPORATION
c/o [Insert name(s) of Representative(s)
of the Underwriters]

Gentlemen:

The undersigned hereby agrees to purchase from Boise Cascade Corporation, a Delaware corporation (the "Company"), and the Company agrees to sell to the undersigned, [if one delayed closing, insert: as of the date hereof, for delivery on _____, (the "Delivery Date")]

$_____ principal amount of the Company's [Insert title of securities] ("Securities"), offered by the Company's Prospectus dated _____, and a Prospectus Supplement dated _____, relating thereto, receipt of copies of which is hereby acknowledged, at ___% of the principal amount thereof plus accrued interest, if any, and on the further terms and conditions set forth in this Delayed Delivery Contract ("Contract").

[If two or more delayed closings, insert the following:

The undersigned will purchase from the Company as of the date hereof for delivery on the dates set forth below, Debt Securities in the principal amounts set forth below:

Delivery Date	Principal Amount

Each of such delivery dates is hereinafter referred to as a Delivery Date.]

Payment for the Securities which the undersigned has agreed to purchase for delivery on-the-each-Delivery Date shall be made to the Company or its order by immediately available funds at the office of _____ at _____.m., New York Time, on-the-such-Delivery Date upon delivery to the undersigned of the Securities to be purchased by the undersigned -- for delivery on such Delivery Date -- in definitive form and in such denominations and registered in such names as the undersigned may designate by written or telegraphic communication addressed to the Company not less than five full business days prior to-the-such-Delivery Date.

It is expressly agreed that the purchase hereunder of Securities is to be regarded in all respects as a purchase as of the date of this Contract; that the obligation of the Company to make delivery of and accept payment for, and the obligation of the undersigned to take delivery of and make payment for, the Securities on-the-each-Delivery Date shall be subject only to the conditions that (1) the purchase of the Securities shall not-at-the-such-Delivery Date be prohibited under the laws of any jurisdiction in the United States to which the undersigned is subject and (2) the Company shall have sold to the Underwriters the total principal amount of the Securities less the principal amount thereof covered by this and other similar Contracts.** The undersigned represents that its investment in such Securities is not, as of the date hereof, prohibited under the laws of any jurisdiction to which the undersigned is subject.

_____

* Insert date which is third full business day prior to Closing Date under Terms Agreement.

** Modify appropriately if the Underwriters may be obligated to take less than all of the Securities under the Terms Agreement.

_____

Promptly after completion of the sale of Securities to the Underwriters, the Company will mail or deliver to the undersigned at its address set forth below notice to such effect, accompanied by a copy of the opinion of counsel for the Company delivered to the Underwriters in connection therewith.

This Contract will inure to the benefit of, and be binding upon, the parties hereto and their respective successors, but will not be assignable by either party hereto without the written consent of the other.

This Contract may be executed by either of the parties hereto in any number of counterparts each of which shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

It is understood that the acceptance of any such Contract is in the Company's sole discretion and without limiting the foregoing, need not be on a first-come, first-served basis. If this Contract is acceptable to the Company, it is requested that the Company sign the form of acceptance below and mail or deliver one of the counterparts hereof to the undersigned at its address set forth below. This will become a binding contract between the Company and the undersigned when such counterpart is so mailed or delivered.

Very truly yours,

_____
(Name of Purchaser)

By_____

_____
(Title of Signatory)

_____

_____
(Address of Purchaser)

BOISE CASCADE CORPORATION
Accepted as of the above date.

By:_____
Title:

JP40708D

EXHIBIT B

OPINION OF GENERAL COUNSEL

OR ASSOCIATE GENERAL COUNSEL

(i) The Company has been duly incorporated and is validly existing as a corporation in good standing under the laws of the state of Delaware, with corporate power and authority under such laws to own its properties and conduct its business as described in the Prospectus;

(ii) The Securities have been duly authorized, executed, authenticated, issued and delivered and constitute valid and legally binding obligations of the Company entitled to the benefits provided by the Indenture, enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles;

[--if delayed delivery--(ii) The Securities have been duly authorized and (a) the Securities (other than Contract Securities) have been duly authorized, executed, authenticated, issued and delivered and constitute valid and legally binding obligations of the Company entitled to the benefits provided by the Indenture, enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles and (b) the Contract Securities when executed, authenticated, issued and delivered against payment in accordance with the Delayed Delivery Contracts will constitute, valid and legally binding obligations of the Company entitled to the benefits provided by the Indenture, enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.]

(iii) The Indenture has been duly authorized, executed and delivered by the Company, and has been duly qualified under the Trust Indenture Act, and the Indenture constitutes a valid and legally binding instrument, enforceable in accordance with its terms subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium, and similar laws relating to or affecting creditors' rights and by general equity principles;

(iv) This Agreement [,] [and] the Terms Agreement [and any Delayed Delivery Contracts] relating to such Purchased Securities have been duly authorized, executed and delivered to the Company;

(v) The Registration Statement has become effective under the Act, and, to the best of the knowledge of such counsel, no stop order suspending the effectiveness of the Registration Statement has been issued and no proceedings for that purpose have been instituted or are pending or contemplated by the Commission;

(vi) When each part of the Registration Statement relating to the Securities became effective, such part and the Prospectus included therein complied as to form in all material respects with the requirements of the Act, the Trust Indenture Act and the Rules and Regulations, and while such counsel has not independently verified the accuracy, completeness or fairness of such statements and takes no responsibility therefor, such counsel has no reason to believe that such documents contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and on the date of the Terms Agreement and on the Closing Date for the Securities to which such Terms Agreement relates, the Registration Statement and the Prospectus as then amended or supplemented complied or complies, as the case may be, as to form in all material respects with the requirements of the Act, the Trust Indenture Act and the Rules and Regulations and while such counsel has not independently verified the accuracy, completeness or fairness of such statements and takes no responsibility therefor, such

counsel has no reason to believe that such documents contained or contains, as the case may be, any untrue statement of a material fact or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading; it being understood that such counsel need express no opinion or belief as to the financial statements or financial data contained in the Registration Statement or the Prospectus or any such amendment or supplement;

(vii) Each document incorporated by reference in the Registration Statement or Prospectus or any amendment or supplement thereto, at the time such document was filed or became effective under the Act, as the case may be, complied as to form in all material respects with the requirements of the Exchange Act and the Rules and Regulations;

(viii) The Company has the power and authority (corporate and other) to own its properties and conduct its business in all material respects as described in the Prospectus; and

(ix) The descriptions in the Registration Statement and Prospectus of statutes, legal and governmental proceedings and contracts and other documents are accurate and fairly present the information required to be shown and such counsel does not know of any legal or governmental proceedings required to be described in the Prospectus which are not described as required in all material respects, nor of any contract or documents of a character required to be described in the Registration Statement or Prospectus which are not described as required in all material respects.

BOISE CASCADE CORPORATION
("Company")
Debt Securities

TERMS AGREEMENT

[Date]

[Names of Representative(s) or Underwriters (if no Representatives)]
[As Representative(s) of
the several Underwriters,]
[Address of Representative(s)]

Dear Sirs:

Boise Cascade Corporation (the "Company") proposes, subject to the terms and conditions stated herein and in the Underwriting Agreement, as filed as an Exhibit to the Company's registration statement on Form S-3 (No. 33-) (the "Underwriting Agreement"), to issue and sell to the Underwriters named in Schedule I hereto the securities specified in Schedule II hereto (the "Securities"). Each of the provisions of the Underwriting Agreement is incorporated herein by reference in its entirety, and shall be deemed to be a part of this Terms Agreement to the same extent as if such provision had been set forth in full herein. [Each reference to the Representatives herein and in the provisions of the Underwriting Agreement so incorporated by reference shall be deemed to refer to you.] You will act for the several Underwriters in connection with this financing, and any action taken under the Underwriting Agreement or this Terms Agreement by you will be binding upon all the Underwriters. Unless otherwise defined herein, terms defined in the Underwriting Agreement are used herein as therein defined.

An amendment to the Registration Statement, or a supplement to the Prospectus, as the case may be, relating to the Securities, in the form heretofore delivered to you is now proposed to be filed, or in the case of a supplement, mailed for filing, with the Commission.

Subject to the terms and conditions set forth herein and in the Underwriting Agreement, the Company agrees to issue and sell to each of the Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Company, at a purchase price to the Underwriters set forth in Schedule II hereto, the principal amount of Securities set forth opposite the name of such Underwriter in Schedule I hereto, less the principal amount of Securities covered by Delayed Delivery Contracts, if any, as may be specified in such Schedule II.

We confirm that, to the best of our knowledge after reasonable investigation, the representations and warranties of the undersigned in the Underwriting Agreement are true and correct, no stop order suspending the effectiveness of the Registration Statement (as defined in the Underwriting Agreement) or of any part thereof has been issued and no proceedings for the purpose have been instituted or, to the knowledge of the undersigned, are contemplated by the Securities and Exchange Commission and, subsequent to the respective dates of the most recent financial statements in the Prospectus (as defined in the Underwriting Agreement), there has been no material adverse change in the financial position or results of operations of the undersigned and its subsidiaries except as set forth in or contemplated by the Prospectus.

If the foregoing is in accordance with your understanding, kindly sign and return to us two counterparts hereof, and upon acceptance hereof by you, on behalf of each of the Underwriters, this letter and such acceptance hereof, including the provisions of the Underwriting Agreement incorporated herein by reference, shall constitute a binding agreement between each of the Underwriters and the Company.

Very truly yours,

BOISE CASCADE CORPORATION

By_____
Title:

Accepted as of the date hereof:
[Names of Representative(s)]
On behalf of each of the Underwriters

By_____
Title:

If the Securities are denominated in a currency other than United States dollars, make appropriate modifications to provisions of the Terms Agreement and the schedules thereto (e.g., type of funds specified under "Specified Funds for Payment of Purchase Price") and consider including in the Terms Agreement such changes and additions to the Underwriting Agreement as may be appropriate in the circumstances, e.g., expanding Section 7(h) to cover debt securities denominated in the currency in which the Securities are denominated, expanding Section 7(h)(iv) to cover a banking moratorium declared by authorities in the country of such currency, expanding Section 7(h) to cover a change or prospective change in, or governmental action affecting, exchange controls applicable to such currency, and modifying Section iv of the Opinion of General Counsel (Exhibit B to the Underwriting Agreement) to permit a statement to the effect that enforcement of the Indenture and the Securities is subject to provisions of law which may require that a judgment for money damages rendered by a court in the United States be expressed only in United States dollars and appropriate exceptions as to any provisions requiring payment of additional amounts. Also consider requiring an opinion of counsel for the Company confirming information as to United States tax matters in the Prospectus and an opinion of foreign counselor the Company regarding such matters as foreign consents, approvals, authorizations, licenses, waivers, withholding taxes, transfer or stamp taxes and any information as to foreign laws in the Prospectus.

JP40708F

SCHEDULE I

Underwriter	Principal Amount of Purchased Securities to be Purchased
[Name(s) of Representatives]	$
[Name(s) of other Underwriters]	$
Total	$

SCHEDULE II

Title of Securities:

Principal Amount:

Expected Reoffering Price: % of principal amount, subject to change by the Representatives

Purchase Price: % of principal amount, plus accrued interest [, if any,] from , 19 .

Maturity:

Interest: [% per annum, from , 19 , payable semiannually on and , commencing , 19 , to the holders of record on the proceeding or , as the case may be. [Zero coupon.]

Redemption Provisions:

Sinking Fund Provisions:

Stock Exchange Listing:

Place for Checking and Packaging Purchased Securities:

Closing Date and Time:

Closing Location:

[Delayed Delivery Contracts: [None.] [Delivery Date[s] shall be , 19 . Underwriters' fee is % of the principal amount of the Contract Securities.]

  Minimum amount of each Contract:

  Maximum amount of all Contracts:]

Address for Notices per Section 12:

Other Terms:

JP40708G

EXHIBIT 5

Legal Department
1111 W. Jefferson Street
P.O. Box 50
Boise, Idaho 83728-0001
208/384-7704
Fax: 208/384-4912

John W. Holleran
Senior Vice President and
General Counsel

November 25, 1997

Securities and Exchange Commission
Attention: Division of Corporation Finance
450 Fifth Street, N.W.
Washington, DC 20549

Ladies and Gentlemen:

I am the senior vice president and general counsel of Boise Cascade Corporation, a Delaware corporation. In that capacity, I represent the company in connection with the preparation and filing with the Securities and Exchange Commission of a Registration Statement on Form S-3. The Registration Statement relates to the registration of $400,000,000 initial aggregate offering price of the company's debt securities. These securities will be issued under an Indenture dated as of October 1, 1985, as amended December 20, 1989, and August 1, 1990, between the company and First Trust of New York, National Association, as trustee. I reviewed originals (or copies) of certified or otherwise satisfactorily identified documents, corporate and other records, certificates, and papers and such questions of law as I deemed it necessary to examine for the purpose of this opinion.

Based on the foregoing, it is my opinion that:

1. The company is a corporation duly organized and existing under the laws of the state of Delaware.

2. The debt securities, when duly authorized, executed, authenticated, and delivered against payment therefor, will be validly issued and will constitute binding obligations of the company in accordance with their terms.

I consent to the filing of this opinion as an exhibit to the Registration Statement. I also consent to the references to me under the heading "Validity of Offered Securities" in the Prospectus contained in the Registration Statement. In giving this consent, however, I do not admit that I am within the category of persons whose consent is required by Section 7 of the Securities Act of 1933.

Very truly yours,

John W. Holleran

JWH:jas

JA71021A

EXHIBIT 25

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2) _____

FIRST TRUST OF NEW YORK, NATIONAL ASSOCIATION
(Exact name of trustee as specified in its charter)

13-3781471
(I.R.S. Employer Identification No.)

100 Wall Street, New York, NY (Address of principal executive offices) — 10005 (Zip Code)

For information, contact:
Dennis Calabrese, President
First Trust of New York, National Association
100 Wall Street, 16th Floor
New York, NY 10005
Telephone: (212) 361-2506

Boise Cascade Corporation
(Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	82-0100960 (I.R.S. Employer Identification No.)
1111 West Jefferson Street Boise, Idaho (Address of principal executive offices)	83728-0001 (Zip Code)

DEBT SECURITIES

Item 1. General Information.

Furnish the following information as to the trustee --

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Comptroller of the Currency	Washington, D.C.

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. Affiliations with the Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

Item 16. List of Exhibits.

Exhibit 1. Articles of Association of First Trust of New York, National Association, incorporated herein by reference to Exhibit 1 of Form T-1, Registration No. 33-83774.

Exhibit 2. Certificate of Authority to Commence Business for

First Trust of New York, National Association, incorporated herein by reference to Exhibit 2 of Form T-1, Registration No. 33-83774.

Exhibit 3. Authorization of the Trustee to exercise corporate trust powers for First Trust of New York, National Association, incorporated herein by reference to Exhibit 3 of Form T-1, Registration No. 33-83774.

Exhibit 4. By-Laws of First Trust of New York, National Association, incorporated herein by reference to Exhibit 4 of Form T-1 Registration No. 333-34113.

Exhibit 5. Not applicable.

Exhibit 6. Consent of First Trust of New York, National Association, required by Section 321(b) of the Act, incorporated herein by reference to Exhibit 6 of Form T-1, Registration No. 33-83774.

Exhibit 7. Report of Condition of First Trust of New York, National Association, as of the close of business on September 30, 1997, published pursuant to law or the requirements of its supervising or examining authority.

Exhibit 8. Not applicable.

Exhibit 9. Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, First Trust of New York, National Association, a national banking association organized and existing under the laws of the United States, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 12th day of November, 1997.

FIRST TRUST OF NEW YORK,
NATIONAL ASSOCIATION

By: /s/ Catherine F. Donohue
Catherine F. Donohue
Vice President

Exhibit 7

First Trust of New York, National Association
Statement of Financial Condition
As of 9/30/97

($000's)

	9/30/97
Assets	
Cash and Due From Depository Institutions	$36,355
Federal Reserve Stock	3,467
Fixed Assets	753
Intangible Assets	76,047
Other Assets	5,619
Total Assets	$122,241
Liabilities	
Other Liabilities	7,592
Total Liabilities	7,592
Equity	
Common and Preferred Stock	1,000
Surplus	120,932
Undivided Profits	(7,283)
Total Equity Capital	114,649
Total Liabilities and Equity Capital	$122,241

To the best of the undersigned's determination, as of this date the above financial information is true and correct.

First Trust of New York, National Association

By: /s/ Catherine F. Donohue
Vice President

Date: November 12, 1997