

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

SCHEDULE 13D/A-1

Under the Securities Exchange Act of 1934
(Amendment No. 1)

BANCWEST CORPORATION
(Name of Issuer)

Common Stock
(Title of Class of Securities)

059790 10 5
(CUSIP Number)

Banque Nationale de Paris
16, Boulevard des Italiens
75009 Paris, France
(011) (33) (1) 4014-7286
Attention: Jacques Ardant

French American Banking Corporation
499 Park Avenue
New York, NY 10022
(212) 415-9626
Attention: Patrick Saurat
with copies to:

Rodney R. Peck
Pillsbury Madison & Sutro, LLP
P.O. Box 7880
San Francisco, CA 94120
(415) 983-1000

Paul E. Glotzer
Cleary, Gottlieb, Steen & Hamilton
One Liberty Plaza
New York, NY 10006
(212) 225-2000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

July 19, 1999
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box [GRAPHIC OMITTED].

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

1 NAME OF REPORTING PERSONS
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)
Banque Nationale de Paris
IRS Identification Number: 94-1677765

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*
(a)
(b)

3 SEC USE ONLY

4	SOURCE OF FUNDS*	
		OO, WC
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	<input checked="" type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
		Republic of France
	7	SOLE VOTING POWER
NUMBER OF		25,431,812
SHARES		
BENEFICIALLY	8	SHARED VOTING POWER
OWNED BY		540,456
EACH	9	SOLE DISPOSITIVE POWER
REPORTING		25,431,812
PERSON	10	SHARED DISPOSITIVE POWER
WITH		540,456
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	
		25,972,268
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES*	<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	
		41.8%
14	TYPE OF REPORTING PERSON*	
		CO

*SEE INSTRUCTIONS BEFORE FILLING OUT!

SCHEDULE 13D

1	NAME OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) French American Banking Corporation IRS Identification Number: 13-5088640
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS* OO, WC
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input checked="" type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York
7	SOLE VOTING POWER NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH
8	SHARED VOTING POWER 540,456
9	SOLE DISPOSITIVE POWER 0
10	SHARED DISPOSITIVE POWER 540,456
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 540,456
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%
14	TYPE OF REPORTING PERSON* CO

*SEE INSTRUCTIONS BEFORE FILLING OUT!

Banque Nationale de Paris ("BNP") and French American Banking Corporation ("FABC") hereby amend their joint Statement on Schedule 13D dated November 10, 1998 relating to the common stock, par value \$1.00 per share (the "Common Stock"), of BancWest Corporation, a Delaware Corporation (the "Issuer") (such Statement on Schedule 13D, the "Schedule 13D"), as set forth below. All capitalized terms used in this Amendment and not otherwise defined herein have the meanings ascribed to such terms in the Schedule 13D.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

The following paragraph is hereby inserted after the first paragraph:

As more fully described in Item 4 below, the Issuer has merged with SierraWest Bancorp (the "SierraWest Merger"). As a result of the SierraWest Merger, the Reporting Person's Ownership Percentage will decrease. The Reporting Person intends to acquire additional Common Stock either through open market purchases or through privately negotiated transactions (the "Restorative Purchases") in order to restore its Ownership Percentage to as much as (but not greater than) 45%, as permitted under the Standstill Agreement. The source of funds to be used in making such Restorative Purchases is working capital of the Reporting Person. As more fully described in Item 5(c) below, BNP purchased 157,500 newly issued shares of the Issuer at a price of \$37.25 per share (\$5,866,875.00 total) on June 16, 1999. The source of funds for such purchase was working capital.

ITEM 4. PURPOSE OF TRANSACTION.

The following paragraphs are hereby inserted after the first paragraph:

As more fully described in Item 6 of the Schedule 13D, the Standstill Agreement provides that, subject to certain limitations, if the Reporting Person's Ownership Percentage declines below 45% as a result of the issuance or disposition of securities by the Issuer, the Reporting Person may purchase shares in the open market or in privately negotiated transactions to restore its Ownership Percentage to 45%.

The Agreement and Plan of Merger dated as of February 25, 1999 by and between the Issuer, Bank of the West and SierraWest Bancorp provides that, subject to certain exceptions, each share of common stock of SierraWest Bancorp outstanding immediately prior to the effective time of the SierraWest Merger shall be converted into the right to receive 0.82 shares of Common Stock. Accordingly, in consummating the SierraWest Merger, the Issuer will issue, in the aggregate, approximately 4.40 million shares of its common stock in connection with the SierraWest Merger (the "Issuance"). The Issuance will reduce the Reporting Person's Ownership Percentage to 41.8%. The Reporting Person intends to make Restorative Purchases of shares of Common Stock to restore its Ownership Percentage to as much as (but not greater than) 45%, as permitted under the Standstill Agreement. As of July 19, 1999, BNP entered into an agreement with Merrill Lynch, Pierce, Fenner & Smith Incorporated ("ML"), a copy of which is attached as Exhibit I hereto (the "Merrill Agreement"), pursuant to which ML, among other things, agrees to act as agent on behalf of BNP for the purpose of making the Restorative Purchases. Any shares of Common Stock acquired by the Reporting Person pursuant to the Restorative Purchases may be exchanged by the Reporting Person for shares of Class A Common Stock in accordance with the Standstill Agreement.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

The following paragraphs are hereby inserted in lieu of Item 5(a) and 5(c) respectively:

(a) BNP owns of record 25,274,312 shares of Class A Common Stock (the "BNP Shares") (convertible upon the occurrence of certain circumstances described in Item 6 of the Schedule 13D into 25,274,312 shares of Common Stock). In addition, BNP owns of record 157,500 shares of Common Stock. FABC owns of record 540,456 shares of Class A Common Stock (the "FABC Shares") (and are convertible upon the occurrence of certain circumstances described in Item 6 of the Schedule 13D into 540,456 shares of Common Stock). Collectively, the BNP Shares and the FABC Shares represent 100% of the shares of Class A Common Stock issued and outstanding as of the date hereof (and are convertible upon the occurrence of certain circumstances described in Item 6 of the Schedule 13D into 25,814,768 shares of Common Stock, which shares together with the additional 157,500 shares of Common Stock held by BNP equal approximately 41.8% of the shares of Common Stock that would be issued and outstanding upon the conversion of the Class A Common Stock, based upon the number of shares of Common Stock issued and outstanding as of the date hereof and the assumption that the Class A Common Stock currently owned of record by the Reporting Person were to be converted in full).

(c) To facilitate the accounting treatment of the SierraWest Merger as a "pooling of interests", the Issuer issued 350,000 shares of Common Stock. On June 16, 1999, BNP purchased 157,500 of such shares, at a price of \$37.25 per share (\$5,866,875.00 total), directly from the Issuer's underwriter (Goldman, Sachs & Co.). BNP paid no fee to any broker or underwriter in connection with the transaction.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

The following paragraph is hereby inserted after the last paragraph:

MERRILL AGREEMENT

The following summary of the Merrill Agreement is qualified in its entirety by reference to the copy of the agreement attached as Exhibit I hereto and incorporated herein by reference. The Merrill Agreement provides that ML is appointed as exclusive agent of BNP to purchase up to (but no more than) the amount of shares BNP is allowed to purchase in accordance with the Standstill Agreement, for BNP's account as directed by BNP (the "Purchase Program"). BNP will inform ML of the number of shares of Common Stock it may purchase over a designated period of time and the price which BNP is willing to pay for such shares. Each purchase must be effected in conformity with Rule 10b-18(b) (2), (3), and (4) of the Act. Upon BNP's request, ML agrees to provide BNP with information evidencing conformity with the conditions to purchase. In addition, ML agrees to provide BNP with daily reports of any trading day on which Common Stock is purchased, showing details of the day's purchases and the aggregate amount purchased under the Purchase Program through, and including such day. ML is compensated for acting as BNP's exclusive agent on a per share basis. The appointment of ML may be terminated at any time by BNP prior to completion of the Purchase Program, and BNP may instruct ML to suspend purchases at any time, without prejudice to settlement of prior purchases made by ML on BNP's behalf. No purchase shall be made if, for legal or regulatory reasons, it would be inappropriate for either ML or BNP to effect such purchase.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

Exhibit I Letter Agreement, dated as of July 19, 1999, between Banque Nationale de Paris and Merrill Lynch, Pierce, Fenner & Smith Incorporated.

SIGNATURE

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

Dated: July 20, 1999

BANQUE NATIONALE DE PARIS

By: /s/ Vivien Levy-Garboua

Name: Vivien Levy-Garboua

Title: Directeur General Delegue

SIGNATURE

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

Dated: July 20, 1999

FRENCH AMERICAN BANKING CORP.

By: /s/ Patrick Saurat

Name: Patrick Saurat

Title: Executive Vice President

[BANQUE NATIONALE DE PARIS LETTERHEAD]

July 19, 1999

Merrill Lynch, Pierce,
Fenner & Smith Incorporated
Special Equity Transaction
World Financial Center
North Tower - 5th Floor
New York, New York 10281-1305

Ladies and Gentlemen:

This is to confirm that Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S") is appointed as the exclusive agent of Banque Nationale de Paris ("BNP") to purchase for BNP's account an amount of shares of common stock of BancWest Corporation, which trades on the NYSE under the symbol BWE (the "Stock"), as BNP may direct MLPF&S, which amount may not exceed the amount which BNP advises MLPF&S that BNP is permitted to own under that certain Standstill and Governance Agreement between First Hawaiian, Inc. and Banque Nationale de Paris, dated as of November 1, 1998 (the "purchase program").

BNP has taken corporate action to authorize the purchase program, as evidenced by the Certification of Authority for Corporations that has previously been furnished to you and the BNP Officer's Certificate that was enclosed therewith.

BNP will inform you periodically of the number of shares of Stock you are to purchase for BNP's account over a designated period of time and the price or prices BNP is willing to pay for such stock. You are to effect such purchases in conformity with the conditions specified in paragraphs (b) (2), (b) (3) and (b) (4) of Rule 10b-18 under the Securities Exchange Act of 1934. You agree to provide BNP (i) at its request from time to time, with information that evidences the conformity of such purchases with such conditions, and (ii) with daily reports at the end of any trading day on which any Stock is purchased, showing details of the day's purchases and the aggregate amount purchased under the purchase program through and including such day.

Your compensation for acting as exclusive agent for BNP's purchase program will be the receipt of a commission at the rate upon which we have previously agreed for each share of Stock purchased. BNP will pay for the purchased Stock on the normal settlement date by a wire transfer of Federal funds.

BNP reserves the right (1) to terminate this appointment at any time prior to the completion of BNP's purchase program, and (2) to instruct you to suspend purchases at any time, without prejudice in either case to the settlement of purchases effected prior to your receipt of notice of such termination or suspension. Each of BNP and MLPF&S agrees that the other may require that purchases not be made at any time when, for legal or regulatory reasons, it would be inappropriate for MLPF&S or BNP, as the case may be, to effect such purchases.

This agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflicts of laws principles thereof.

If the foregoing is in accordance with our understanding, please sign and return the enclosed copy of this letter.

Very truly yours,

BANQUE NATIONALE DE PARIS

By: /s/ Vivien Levy-Garboua

Vivien Levy-Garboua
Group Executive Vice President

Confirmed and agreed:

MERRILL LYNCH, PIERCE,
FENNER & SMITH INCORPORATED

By: /s/ Matthew J. Sodal

Name: Matthew J. Sodl
Title: Vice President