

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 6)

America West Airlines, Inc.

(Name of Issuer)

Class A Common Stock, \$.01 par value
Class B Common Stock, \$.01 par value
Warrants to Purchase Class B Common Stock

(Title of Class of Securities)

023650 302
023650 203
023650 112

(CUSIP Numbers)

Jeffery A. Smisek
Senior Vice President, General Counsel and Secretary
Continental Airlines, Inc.
2929 Allen Parkway, Suite 2010
Houston, Texas 77019
(713) 834-2950

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

May 20, 1996

(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(b)(3) or (4), check the following box [].

Check the following box if a fee is being paid with the statement [].

SCHEDULE 13D

CUSIP Nos. 023650 302, 023650 203, 023650 112

1 NAME OF REPORTING PERSON
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Continental Airlines, Inc.
74-2099724

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(a) [X]
(b) []

3 SEC USE ONLY

4 SOURCE OF FUNDS

WC

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2(d) or 2(e)
[]

6 CITIZENSHIP OR PLACE OF ORGANIZATION

7 SOLE VOTING POWER

CLASS A COMMON STOCK	158,569
CLASS B COMMON STOCK	317,140

NUMBER OF
SHARES
BENEFICIALLY
OWNED BY
EACH

8 SHARED VOTING POWER

CLASS A COMMON STOCK	1,200,000
CLASS B COMMON STOCK	6,559,906
WARRANTS	4,095,905

REPORTING
PERSON
WITH

9 SOLE DISPOSITIVE POWER

CLASS A COMMON STOCK	158,569
CLASS B COMMON STOCK	317,140

10 SHARED DISPOSITIVE POWER

CLASS A COMMON STOCK	1,200,000
CLASS B COMMON STOCK	6,559,906
WARRANTS	4,095,905

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

CLASS A COMMON STOCK	1,200,000
CLASS B COMMON STOCK	6,559,906
WARRANTS	4,095,905

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

CLASS A COMMON STOCK	100.0%
CLASS B COMMON STOCK	13.6%
WARRANTS	39.5%

14 TYPE OF REPORTING PERSON

CO

This Amendment No. 6 (this "Amendment") amends and supplements the Schedule 13D filed on September 6, 1994, as amended by Amendment No. 1 filed on November 22, 1995, Amendment No. 2 filed on January 30, 1996, Amendment No. 3 filed on February 16, 1996, Amendment No. 4 filed on February 22, 1996 and Amendment No. 5 filed on February 27, 1996 (the "Schedule 13D"), of Continental Airlines, Inc. ("Continental") with respect to the Class A Common Stock, \$0.01 par value per share (the "Class A Common"), the Class B Common Stock, \$0.01 par value per share (the "Class B Common"), and the Warrants to Purchase Class B Common (the "Warrants") of America West Airlines, Inc., a Delaware corporation (the "Company"). All capitalized terms used in this Amendment and not otherwise defined herein have the meanings ascribed to such terms in the Schedule 13D.

Item 4. Purpose of Transaction.

Item 4 of the Schedule 13D is hereby amended by inserting the following paragraph immediately prior to the final paragraph thereof.

On May 20, 1996, Continental and the Company entered into an agreement for Continental to sell to the Company all of Continental's 802,860 Warrants for \$6,531,266.10, representing an amount per Warrant equal to (a) the difference between the closing sale price of the Class B Common as reported on the New York Stock Exchange Composite Tape on May 16, 1996 and \$12.74 (the exercise price of the Warrants), plus (b) a premium of \$1.00 per Warrant. The sale of the Warrants was completed on May 23, 1996.

Item 5. Interest in Securities of the Issuer.

Items 5(a) and (b) of the Schedule 13D are hereby amended to read in

their entirety as follows:

(a)-(b) At the date hereof, Continental has the sole power to vote and dispose of 158,569 shares of Class A Common and 317,140 shares of Class B Common. The Class A Common held by Continental represents approximately 13.2% of the 1,200,000 shares of Class A Common outstanding as of April 30, 1996, based on information provided by the Company. The Class B Common held by Continental represents approximately 0.7% of the 44,019,379 shares of Class B Common outstanding as of April 30, 1996, based on information provided by the Company.

As set forth in Item 5(d) and 6, the TPG Parties have certain understandings and agreements regarding the voting and disposition of the securities of the Company held by them with GPA Group plc, an Irish public limited company ("GPA"), Continental and Mesa Airlines, Inc., a New Mexico corporation ("Mesa"). As a result of these agreements and understandings, the TPG Parties together with each of GPA, Continental and Mesa comprise a group within the meaning of Section 13(d)(3) of the Exchange Act, and each may be deemed to beneficially own the securities of the Company owned by the others. Information concerning the ownership of Class A Common, Class B Common and Warrants by each of the TPG Parties, GPA and Mesa is contained in separate Schedules 13D, as amended, filed by each of the TPG Parties, GPA and Mesa.

On the basis of information contained in the Schedules 13D filed by the TPG Parties, GPA and Mesa, Continental, the TPG Parties, Mesa and GPA, as a group, beneficially own 1,200,000 shares of Class A Common, 2,464,001 shares of Class B Common (excluding 4,095,905 shares of Class B Common purchasable upon the exercise of Warrants), and 4,095,905 Warrants. The aggregate amount of Class A Common beneficially owned by the group represents 100% of the 1,200,000 shares of Class A Common outstanding as of April 30, 1996, based on information provided by the Company. The aggregate amount of Class B Common beneficially owned by the group (excluding shares purchasable upon the exercise of Warrants) represents approximately 5.6% of the 44,019,379 shares of Class B Common outstanding as of April 30, 1996, based on information provided by the Company. The aggregate amount of Warrants beneficially owned by the group represents approximately 42.8% of the 9,569,378 Warrants outstanding as of April 30, 1996, based on information provided by the Company, after giving effect to the cancellation of the Warrants sold by Continental to the Company. Assuming exercise of the Warrants, the aggregate amount of Class B Common and Warrants beneficially owned by the group represents approximately 13.6% of the 48,115,284 shares of Class B Common that would be assumed to be outstanding upon such exercise.

Except as described herein, Continental does not have the sole or shared power to vote or the sole or shared power to dispose of any shares of Class A Common, Class B Common or any of the Warrants.

To the knowledge of Continental, none of the individuals named in Item 2 has the sole or shared power to vote or the sole or shared power to dispose of any shares of Class A Common, Class B Common or any of the Warrants.

Item 7. Material To Be filed as Exhibits.

Exhibit 1 -- Warrant Purchase Agreement.

SIGNATURE

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and accurate.

Dated: May 23, 1996

CONTINENTAL AIRLINES, INC.

By: /s/ Jeffery A. Smisek
Name: Jeffery A. Smisek
Senior Vice President

WARRANT PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into as of the 20th day of May, 1996, by and among America West Airlines, Inc., a Delaware corporation ("AWA") and Continental Airlines, Inc., a Delaware corporation ("Warrant Holder").

WITNESSETH:

WHEREAS, the Warrant Holder holds 802,860 warrants (collectively, the "Warrants" and, individually, a "Warrant") to purchase shares of Class B Common Stock, par value \$.01 per share of AWA (the "Common Stock"), which Warrants were acquired and are held pursuant to the terms of that certain Warrant Certificate dated August 25, 1994 issued in the name of Warrant Holder, and governed by the terms of that certain Warrant Agreement dated as of August 25, 1994, between AWA and the Warrant Agent named therein;

WHEREAS, AWA desires to purchase all of the Warrants held by Warrant Holder, and Warrant Holder desires to sell such Warrants to AWA;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and agreements contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

Section 1. Closing.

The Closing (the "Closing") of the transaction contemplated hereby shall occur on Tuesday, May 21, 1996, at 10:00 a.m. at the offices of AWA in Phoenix, Arizona (or as soon thereafter as Warrant Holder receives its Warrant Certificate from GPSF (as defined below), but in no event later than May 24, 1996), or at such other place or such other date or time as all of the parties may agree.

Section 2. Actions at Closing.

At the Closing, the Warrant Holder shall sell, transfer, convey and deliver to AWA all of such Warrant Holder's right, title and interest in and to the Warrants, and AWA shall acquire the Warrants. Such transfer shall be effected by the execution by the Warrant Holder of an assignment substantially in the form contemplated by the Warrants and delivery of the original certificate for the Warrants. At the Closing, AWA shall pay to the Warrant Holder an aggregate of \$6,531,266.10, representing an amount per Warrant equal to (a) the difference between the closing sale price of the Common Stock as reported on the New York Stock Exchange Composite Tape on May 16, 1996, and \$12.74 (the exercise price of the Warrant) plus (b) a premium of \$1.00 per Warrant ("Purchase Price"). The aggregate Purchase Price shall be paid to Warrant Holder by wire transfer of same day funds to an account of Warrant Holder designated prior to Closing.

Section 3. Representations.

The Warrant Holder represents and warrants to AWA that it beneficially holds on the date hereof, and will hold at the Closing, the Warrants free and clear of any lien, charge or encumbrance whatsoever (other than the pledge thereof by Warrant Holder to Global Project & Structured Finance Corporation ("GPSF"), which pledge shall be released prior to Closing). Each party represents and warrants to the other that the execution, delivery and performance of this Agreement by such party has been duly authorized by all necessary corporate action on its part and are within its corporate power and will not violate its charter, by-laws or any material agreement to which it is a party or by which its assets are bound. Each representation made in this Section 3 shall be deemed to be made again at and as of the Closing.

Section 4. Miscellaneous.

(a) Notices. Any notice or other communication given in connection with this Agreement shall be in writing and shall be deemed to have been given when delivered by hand to the person to whom such notice or other communication is intended to be given, at the address, indicated next to its signature below.

(b) Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together with shall constitute and be the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AMERICA WEST AIRLINES, INC.

By: Douglas Parker
Title: Senior Vice President and
Chief Financial Officer
Address: 4000 East Sky Harbor Boulevard
Phoenix, AZ 85035

CONTINENTAL AIRLINES, INC.

By: Jeffery A. Smisek
Title: Senior Vice President
Address: 2929 Allen Parkway, Suite 2010
Houston, TX 77019
Attn: General Counsel