Pursuant to Rule 424(b)(2)
Registration No. 33-47329

PROSPECTUS SUPPLEMENT TO PROSPECTUS DATED APRIL 30, 1992

$100,000,000

[LOGO]

V.F. CORPORATION

7.60% NOTES DUE APRIL 1, 2004

Interest on the Notes is payable semiannually on April 1 and October 1 of each year, commencing October 1, 1994. The Notes may not be redeemed prior to April 1, 2001. On or after such date, the Notes may be redeemed at the option of the Company, in whole or in part, as set forth herein. The Notes do not provide for any sinking fund. The Notes will be represented by one or more global Notes registered in the name of the nominee of The Depository Trust Company. Beneficial interests in the global Notes will be shown on, and transfers thereof will be effected only through, records maintained by DTC and its participants. Except as described herein, Notes in definitive form will not be issued. The Notes will be issued only in denominations of $1,000 and integral multiples thereof. The Notes will trade in DTC's Same-Day Funds Settlement System until maturity, and secondary market trading activity for the Notes will therefore settle in immediately available funds. All payments of principal and interest will be made by the Company in immediately available funds. See "Description of Notes -- Same-Day Settlement and Payment".

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

<TABLE>
<CAPTION>

	INITIAL PUBLIC OFFERING PRICE (1)	UNDERWRITING DISCOUNT (2)	PROCEEDS TO COMPANY (1)(3)
<S>	<C>	<C>	<C>
Per Note	99.857%	.650%	99.207%
Total	$99,857,000	$650,000	$99,207,000

</TABLE>

- ---

(1) Plus accrued interest from April 1, 1994.

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

(3) Before deducting expenses payable by the Company, estimated to be $150,000.

The Notes are offered severally by the Underwriters, as specified herein, subject to receipt and acceptance by them and subject to their right to reject any order in whole or in part. It is expected that the Notes will be ready for delivery in book-entry form only through the facilities of DTC in New York, New York, on or about April 13, 1994, against payment therefor in immediately available funds.

GOLDMAN, SACHS & CO. J.P. MORGAN SECURITIES INC.

The date of this Prospectus Supplement is April 6, 1994.

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

RECENT DEVELOPMENTS

On January 28, 1994, the Company, through its wholly owned subsidiary Spice Acquisition Co., acquired Nutmeg Industries, Inc. ("Nutmeg"). The total amount

of funds required to purchase Nutmeg's shares, to retire the outstanding debt of Nutmeg and to pay related fees and expenses was $352.2 million.

Nutmeg's assets are utilized in the design and production of high quality licensed adult sports apparel under licenses granted by the four major American professional sports leagues (Major League Baseball, the National Basketball Association, the National Football League and the National Hockey League) and most major American colleges and universities. The Company intends to continue the business previously operated by Nutmeg.

The acquisition of Nutmeg was preceded by the acquisition on January 4, 1994 of H. H. Cutler Company ("Cutler"). The total amount of funds required to purchase Cutler's shares, to retire outstanding debt and to pay related fees and expenses was $154.7 million.

Cutler's assets are utilized in the manufacturing and marketing of licensed brand name youthwear. Cutler is one of the largest youthwear apparel licensees of Walt Disney products and the exclusive licensee of Fisher-Price kidswear in the United States. Cutler has also obtained licenses from the National Football League, Major League Baseball, the National Basketball Association, the National Hockey League, the World Cup and most major American colleges and universities. The Company intends to continue the business previously operated by Cutler.

The funds required to finance the acquisitions of Nutmeg and Cutler were provided by the Company's revolving credit facility, proceeds of short-term notes, borrowings from a commercial bank and cash on hand.

For additional information, see "Pro Forma Financial Information" and the audited and unaudited financial statements and related notes of Nutmeg set forth in the Company's Report on Form 8-K/A, dated January 19, 1994, which Report is incorporated herein by reference.

USE OF PROCEEDS

The net proceeds from the sale of the 7.60% Notes due April 1, 2004 (the "Notes") are expected to be used for general corporate purposes, including the retirement of commercial paper, (carrying interest rates of 3.32% and 3.88% and maturities of up to 15 days) incurred as interim financing for the acquisitions of Nutmeg and Cutler. See "Recent Developments".

CAPITALIZATION OF THE COMPANY

The following table shows the consolidated capitalization of the Company as of January 1, 1994, the pro forma capitalization of the Company as if the Company's recent acquisitions of Cutler and Nutmeg on January 4, 1994 and January 28, 1994, respectively, had occurred as of January 1, 1994, and the pro forma capitalization of the Company as adjusted to give effect to the sale of the Notes offered hereby and the anticipated use of proceeds to repay commercial paper.

<TABLE>
<CAPTION>

	JANUARY 1, 1994		
	HISTORICAL	PRO FORMA	PRO FORMA AS ADJUSTED
<S>	<C>	<C>	<C>
		(IN THOUSANDS)	
Short-term borrowings	$ 35,648	$ 405,523	$306,316
Current portion of long-term debt	110,119	110,119	110,119
Long-term debt	527,573	531,218	631,218
Redeemable preferred stock, net	15,549	15,549	15,549
Common shareholders' equity	1,547,400	1,547,400	1,547,400
Total capitalization	$2,236,289	$2,609,809	$2,610,602

</TABLE>

PRO FORMA FINANCIAL INFORMATION

In January 1994, the Company acquired Cutler for a total consideration of $154.7 million. Also in January 1994, the Company acquired Nutmeg for a total consideration of $352.2 million. The acquisitions of Cutler and Nutmeg (the "Acquired Companies") have been accounted for under the purchase method of accounting. The following pro forma combined balance sheet data of the Company and the Acquired Companies assumes that the acquisitions had occurred on January 1, 1994. The following pro forma combined income statement and cash flow data of the Company and the Acquired Companies for the fiscal year ended January 1, 1994 assumes that the acquisitions had occurred on January 2, 1993.

Such unaudited pro forma information should be read in conjunction with the audited and unaudited financial statements and related notes set forth or incorporated herein by reference and the Company's Current Report on Form 8-K, dated January 19, 1994, as amended by the Company's Current Report on Form 8-K/A, dated January 19, 1994, which Report (as amended) is incorporated herein by reference. Such information does not purport to be indicative of the results which would actually have been obtained had such transactions been completed as of the dates indicated or which may be obtained in the future.

<TABLE>
<CAPTION>

	VF CORPORATION	COMBINED ACQUIRED COMPANIES	PRO FORMA ADJUSTMENTS(A)	PRO FORMA COMBINED
		(DOLLARS IN THOUSANDS)		
<S>	<C>	<C>	<C>	<C>
BALANCE SHEET DATA (AT END OF PERIOD):				
Assets				
Cash and equivalents	$ 151,564	$ 5,260	$ (130,000)(1)	$ 26,824
Other current assets	1,348,616	145,075	4,800 (2)	1,498,491
Total current assets	1,500,180	150,335		1,525,315
Property, plant and equipment, net	712,759	51,473	5,200 (3)	769,432
Intangible assets, net	575,359	1,563	344,500 (4)	921,422
Other assets	89,050	1,605		90,655
Total assets	$ 2,877,348	$204,976	$ 224,500	$3,306,824
Liabilities and Shareholders' Equity				
Short-term borrowings, including current portion of long-term debt	$ 145,767	$ 39,270	$ 330,605 (5)	$ 515,642
Other current liabilities	514,081	52,097	7,700 (6)	573,878
Total current liabilities	659,848	91,367		1,089,520
Long-term debt, excluding current portion	527,573	14,945	(11,300)(7)	531,218
Other long-term liabilities	126,978	(4,741)	900 (8)	123,137
Redeemable preferred stock, net	15,549			15,549
Common shareholders' equity	1,547,400	103,405	(103,405)(9)	1,547,400
Total liabilities and shareholders' equity	$ 2,877,348	$204,976	$ 224,500	$3,306,824
INCOME STATEMENT DATA:				
Net sales	$ 4,320,404	$390,153		$4,710,557
Costs and operating expenses	3,888,595	353,599	$ 800 (10)	4,242,994
Operating income	431,809	36,554		467,563
Interest expense, net	(37,387)	(2,888)	(34,500)(11)	(74,775)
Other income, net	5,565	(31,745)	29,200 (12)	(9,980)
			(13,000)(13)	
Income before income taxes	399,987	1,921		382,808
Income taxes	153,572	1,202	(4,000)(14)	150,774
Net income	$ 246,415	$ 719	$ (15,100)	$ 232,034
Ratio of earnings to fixed charges	5.4			4.4
CASH FLOW DATA:				
Depreciation	$ 106,678	$ 8,546	$ 800	$ 116,024
Amortization of intangibles and goodwill	19,087	42	13,000	32,129

</TABLE>

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(A) The pro forma adjustments consist of the following:

(1) Payment of the Company funds to purchase the Acquired Companies.

(2) Write-up of Acquired Companies' inventories to fair value.

(3) Write-up of Acquired Companies' property, plant and equipment to fair value.

(4) Intangible assets representing the excess of the purchase price over the fair values assigned to net tangible assets of the Acquired Companies.

(5) Short-term borrowings incurred by the Company to purchase the Acquired Companies, net of Acquired Companies' short-term debt repaid.

(6) Accrual of plant closing costs of Acquired Companies.

(7) Repayment of long-term debt of Acquired Companies.

(8) Deferred income tax effect at the statutory federal and state tax rate of the pro forma balance sheet adjustments.

(9) Elimination of Acquired Companies' historical equity.

(10) Increased depreciation expense resulting from the write-up of property, plant and equipment to fair value.

(11) Interest expense relating to purchase of the Acquired Companies at the Company's assumed long-term borrowing rate.

(12) Elimination of nonrecurring charges included in Acquired Companies' operating results that directly result from their sale to the Company, primarily payments for the value of stock options and the accrual of management incentives and contracts.

(13) Amortization of intangible assets of Acquired Companies on a straight-line basis.

(14) Income tax effect at the statutory federal and state tax rate for the pro forma income statement adjustments, excluding amortization of nondeductible intangible assets.

DESCRIPTION OF NOTES

The following description of the particular terms of the Notes offered hereby (referred to in the Prospectus as "Offered Debt Securities") supplements, and to the extent inconsistent therewith replaces, the description of the general terms and provisions of Debt Securities set forth in the Prospectus, to which description reference is hereby made. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Prospectus.

GENERAL

The Notes are to be issued under an Indenture dated as of January 1, 1987, as supplemented by a First Supplemental Indenture dated September 1, 1989, between the Company, Morgan Guaranty Trust Company of New York, as retiring Trustee, and United States Trust Company of New York, as successor Trustee (the "Trustee") and by the Second Supplemental Indenture, dated as of April 1, 1994, between the Company and the Trustee.

The Notes will be limited to $100,000,000 aggregate principal amount and will mature on April 1, 2004. The Notes will bear interest at the rate per annum shown on the cover of this Prospectus Supplement from April 1, 1994, or from the most recent Interest Payment Date to which interest has been paid or provided for, payable semi-annually on April 1 and October 1 of each year, commencing October 1, 1994, to the person in whose name a Note (or any predecessor Note) is registered at the close of business on March 15 and September 15, as the case may be, next preceding such Interest Payment Date. (Sections 301 and 307)

The Notes may be redeemed at the option of the Company, at any time as a whole, or from time to time in part, at 100% of the principal amount thereof, in each case plus accrued and unpaid interest (if any) to the date of redemption, on or after April 1, 2001. The Notes do not provide for any sinking fund.

The covenants contained in the Indenture and the Notes may not necessarily afford holders of the Notes protection in the event of a highly leveraged or other transaction involving the Company that may adversely affect holders of the Company's debt securities. The Company has issued and may in the future issue from time to time unsecured debt securities containing covenants similar to those contained in the Indenture and the Notes and which also contain other additional covenants that are intended to provide the holders of such debt securities protection in the event of a highly leveraged or other transaction involving the Company.

The defeasance and covenant defeasance provisions of the Indenture described under "Description of Debt Securities -- Defeasance and Covenant Defeasance" in the Prospectus will apply to the Notes.

BOOK-ENTRY SYSTEM

The Notes will be issued in the form of one or more fully registered global notes (collectively, the "Global Notes"), which will be deposited with, or on behalf of, The Depository Trust Company, New York, New York (the "Depositary") and registered in the name of the Depositary's nominee. Except as set forth below, the Global Notes may be transferred, in whole and not in part, only to the Depositary or another nominee of the Depositary.

The Depositary has advised the Company and the Underwriters as follows: The

Depositary is a limited-purpose trust company organized under the laws of the State of New York, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. The Depositary was created to hold securities of institutions that have accounts with the Depositary or its nominee ("participants") and to facilitate the clearance and settlement of securities transactions among its participants in such securities through

electronic book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. The Depositary's participants include securities brokers and dealers (including the Underwriters), banks, trust companies, clearing corporations and certain other organizations, some of whom (and/or their representatives) own the Depositary. Access to the Depositary'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. The Depositary agrees with and represents to its participants that it will administer its book-entry system in accordance with its rules and bylaws and requirements of law.

Upon the issuance of the Global Notes, the Depositary will credit, on its book-entry registration and transfer system, the respective principal amounts of the Notes represented by such Global Notes to the accounts of participants. The accounts to be credited shall be designated by the Underwriters. Ownership of beneficial interests in the Global Notes will be limited to participants or persons that may hold interests through participants. Ownership of interests in the Global Notes will be shown on, and the transfer of those ownership interests will be effected only through, records maintained by the Depositary (with respect to participants' interests) and such participants (with respect to the owners of beneficial interests in the Global Notes through such participants). The laws of some jurisdictions may require that certain purchasers of securities take physical delivery of such securities in definitive form. Such limits and laws may impair the ability to transfer beneficial interests in the Global Notes.

So long as the Depositary, or its nominee, is the registered holder and owner of the Global Notes, the Depositary or such nominee, as the case may be, will be considered the sole owner and holder of the related Notes for all purposes of such Notes and for all purposes under the Indenture. Except as set forth below, owners of beneficial interests in the Global Notes will not be entitled to have the Notes represented by such Global Notes registered in their names, will not receive or be entitled to receive physical delivery of certificated Notes in definitive form and will not be considered to be the owners or holders of any Notes under the Indenture or the Global Notes. Accordingly, each person owning a beneficial interest in the Global Notes must rely on the procedures of the Depositary and, if such person is not a participant, on the procedures of the participant through which such person owns its interest, to exercise any rights of a holder of Notes under the Indenture or the Global Notes. The Company understands that under existing industry practice, in the event the Company requests any action of holders of Notes or an owner of a beneficial interest in the Global Notes desires to take any action that the Depositary, as the holder of the Global Notes, is entitled to take, the Depositary would authorize the participants to take such action, and that the participants would authorize beneficial owners owning through such participants to take such action or would otherwise act upon the instructions of beneficial owners owning through them.

Payment of principal of (and premium, if any) and interest on Notes represented by the Global Notes registered in the name of or held by the Depositary or its nominee will be made to the Depositary or its nominee, as the case may be, as the registered owner and holder of the Global Notes.

The Company expects that the Depositary, upon receipt of any payment of principal or interest in respect of the Global Notes, will credit immediately participants' accounts with payment in amounts proportionate in their respective beneficial interests in the principal amount of the Global Notes as shown on the records of the Depositary. The Company also expects that payments by participants to owners of beneficial interests in the Global Notes held through such participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such participants. None of the Company, the Trustee or any agent of the Company or 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 the Global Notes for any Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests

or for any other aspect of the relationship between the Depositary and its participants or the relationship between such participants and the owners of

beneficial interests in the Global Notes owning through such participants.

Unless and until they are exchanged in whole or in part for certificated Notes in definitive form, the Global Notes may not be transferred except as a whole by the Depositary to a nominee of such Depositary or by a nominee of such Depositary to such Depositary or another nominee of such Depositary.

The Notes represented by the Global Notes are exchangeable for certificated Notes in definitive registered form of like tenor as such Notes in denominations of $1,000 and in any greater amount that is an integral multiple thereof if (i) the Depositary notifies the Company that it is unwilling or unable to continue as Depositary for the Global Notes or if at any time the Depositary ceases to be a clearing agency registered under the Securities Exchange Act of 1934, as amended, (ii) the Company in its discretion at any time determines not to have all of the Notes represented by the Global Notes and notifies the Trustee thereof or (iii) an Event of Default with respect to the Notes represented by such Global Notes has occurred and is continuing. Any Notes that are exchangeable pursuant to the preceding sentence are exchangeable for certificated Notes issuable in authorized denominations and registered in such names as the Depositary shall direct. Subject to the foregoing, the Global Notes are not exchangeable, except for a Global Note or Global Notes of the same aggregate denominations to be registered in the name of the Depositary or its nominee.

SAME-DAY SETTLEMENT AND PAYMENT

Settlement by the purchasers of the Notes will be made in immediately available funds. All payments by the Company to the Depositary of principal and interest will be made in immediately available funds.

The Notes will trade in the Depositary's Same-Day Funds Settlement System until maturity, and therefore the Depositary will require secondary trading activity in the Notes to be settled in immediately available funds. Secondary trading in long-term notes and debentures of corporate issuers is generally settled in clearing-house or next-day funds. No assurance can be given as to the effect, if any, of settlement in immediately available funds on trading activity in the Notes.

UNDERWRITING

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

<TABLE>
<CAPTION>

UNDERWRITER	PRINCIPAL AMOUNT OF NOTES
<S>	<C>
Goldman, Sachs & Co.	$ 50,000,000
J.P. Morgan Securities Inc.	50,000,000
Total	$ 100,000,000

</TABLE>

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

The Underwriters propose to offer the Notes in part directly to retail purchasers at the initial public offering price set forth on the cover page of this Prospectus Supplement, and in part to certain securities dealers at such price less a concession of .400% of the principal amount of the Notes. The Underwriters may allow, and such dealers may reallow, a concession not to exceed .250% of the principal amount of the Notes to certain brokers and dealers. After the Notes are released for sale to the public, the offering price and other selling terms may from time to time be varied by the Underwriters.

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

The Notes are a new issue of securities with no established trading market. The Company has been advised by the Underwriters that they intend to make a market in the Notes, but are under no obligation to do so and such market making may be terminated at any time without notice. No assurance can be given as to the liquidity of the trading market for the Notes.

Settlement for the Notes will be made in immediately available funds and all secondary trading in the Notes will settle in immediately available funds.

See "Description of Notes -- Same-Day Settlement and Payment".

In the ordinary course of their respective businesses, Goldman, Sachs & Co. and J.P. Morgan Securities Inc. and their affiliates have provided, and may in the future provide, investment banking and/or commercial banking services for the Company. Morgan Guaranty Trust Company of New York, a wholly-owned subsidiary of J.P. Morgan & Co. Incorporated and an affiliate of J.P. Morgan Securities Inc., is the agent bank for the Company's bank credit agreement pursuant to which the Company does not currently have any borrowings outstanding with Morgan Guaranty Trust Company of New York.

(LOGO)

V.F. CORPORATION

DEBT SECURITIES

The Company may offer from time to time Debt Securities, consisting of debentures, notes and/or other unsecured evidences of indebtedness, in one or more series, at an aggregate initial offering price not to exceed $300,000,000. The Debt Securities may be offered as separate series in amounts, at prices and on terms to be determined at the time of sale. The accompanying Prospectus Supplement sets forth with regard to the Debt Securities in respect of which this Prospectus is being delivered the title, aggregate principal amount, denominations (which may be in United States dollars, in any other currency or in composite currencies), maturity, rate, if any (which may be fixed or variable), and time of payment of any interest, any terms for redemption at the option of the Company or the holder, any terms for sinking fund payments, any listing on a securities exchange and the initial public offering price and any other terms in connection with the offering and sale of such Debt Securities.

The Company may sell Debt Securities to or through underwriters, and also may sell Debt Securities directly to other purchasers or through agents. See "Plan of Distribution". Such underwriters may include Goldman, Sachs & Co. and J.P. Morgan Securities Inc. or may be a group of underwriters represented by Goldman, Sachs & Co. and J.P. Morgan Securities Inc. Goldman, Sachs & Co. and J.P. Morgan Securities Inc. may also act as agents. The accompanying Prospectus Supplement sets forth the names of any underwriters or agents involved in the sale of the Debt Securities in respect of which this Prospectus is being delivered, the principal amounts, if any, to be purchased by underwriters and the compensation, if any, of such underwriters or agents.

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

GOLDMAN, SACHS & CO. J.P. MORGAN SECURITIES INC.

The date of this Prospectus is April 30, 1992.

AVAILABLE INFORMATION

V.F. Corporation (the "Company") is subject to the information requirements of the Securities Exchange Act of 1934 (the "Exchange Act") and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Reports, proxy statements and other information filed by the Company may be inspected and copied at the public reference facilities maintained by the Commission at Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the Commission's Regional Offices at 14th Floor, 75 Park Place, New York, New York 10007, and at Northwest Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Copies of such material can be obtained upon written request addressed to the Commission, Public Reference Section, 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. The Company's Common Stock, to which this Prospectus does not relate, is listed on the New York Stock Exchange and The Pacific Stock Exchange, and reports, proxy statements and other information filed by the Company may be inspected and copied at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005 or The Pacific Stock Exchange, Inc., 115 Sansone Street, 8th Floor, San Francisco, California 94104.

The Company has filed with the Commission a registration statement on Form S-3 (herein, together with all amendments and exhibits, referred to as the "Registration Statement") under the Securities Act of 1933, as amended. This Prospectus does not contain all of the information set forth in the Registration Statement, certain parts of which are omitted in accordance with the rules and regulations of the Commission. For further information, reference is hereby made

to the Registration Statement.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed by the Company with the Commission (File No. 1-5256) pursuant to Section 13 of the Exchange Act are incorporated herein by reference:

1. Annual Report on Form 10-K for the fiscal year ended January 4, 1992 (the "Form 10-K"); and

2. Quarterly Report on Form 10-Q for the quarter ended April 4, 1992.

All other documents filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this Prospectus and prior to the termination of the offering of the Debt Securities shall be deemed to be incorporated by reference in this Prospectus.

Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein or in any document subsequently filed with the Commission which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

The Company will furnish without charge to each person, including any beneficial owner, to whom a copy of this Prospectus is delivered, on the written or oral request of such person, a copy of any or all of the documents described above and incorporated herein by reference (not including exhibits thereto unless such exhibits are specifically incorporated by reference into the information that the Registration Statement incorporates). Written or telephone requests should be directed to Secretary, V.F. Corporation, P.O. Box 1022, Reading, Pennsylvania 19603 (tel. 215-378-1151) or to the Company, c/o Registration Department, Goldman, Sachs & Co., 85 Broad Street, New York, New York 10004, Attention: Donald T. Hansen (tel. 212-902-1000) or c/o J.P. Morgan Securities Inc., 60 Wall Street, 5th Floor, New York, New York 10260, Attention: Prospectus Department (tel. 212-648-9922).

THE COMPANY

The Company, organized in 1899, through its operating subsidiaries and divisions, designs, manufactures and markets apparel in five product groups: jeanswear, activewear, intimate apparel, international and other apparel.

JEANSWEAR

The jeanswear product group, which consists of the Lee, Wrangler and Girbaud divisions, designs, manufactures and markets jeanswear and other casual apparel for men, women and children sold throughout the United States. The principal brand names of the jeanswear product group are Lee(R), Wrangler(R), Rustler(R) and Marithe & Francois Girbaud(R).

ACTIVEWEAR

Bassett-Walker, Jantzen and JanSport, the activewear product group, design, manufacture and market an extensive line of casualwear, swimwear, sportswear, and specialty-wear under several brand names including Lee(R), Jantzen(R) and JanSport(R).

INTIMATE APPAREL

Vanity Fair designs, manufactures and markets body fashions, daywear, sleepwear and loungewear under the Vanity Fair(R) and Vassarette(R) brand names. In addition, Vanity Fair has developed private label lingerie and sportswear programs with major retailers throughout the United States. In July 1991, the Company acquired the Barbizon(R) brand of intimate apparel.

INTERNATIONAL

Lee(R) and Wrangler(R) jeanswear and other casual apparel products are also manufactured and marketed primarily in Europe through wholly-owned subsidiaries. In January 1992, the Company acquired Valero, S.A., a French company, which designs, manufactures and markets various intimate apparel products for women primarily in France under the Variance, Siltex, Bolero and Silhouette brand names.

OTHER APPAREL

This product group consists primarily of the Red Kap and Health-tex divisions. Red Kap is a leading manufacturer and supplier of occupational and

career apparel sold principally under its Red Kap(R) and Big Ben(R) brand names. In November 1991, the Company acquired the WorkWear(TM) brand name and certain operating assets. To gain entry into the childrenswear market, the Company in March 1991 acquired the Health-tex(R) brand name and related operating assets. Health-tex(R) is a leading brand name in children's apparel.

The Company's executive offices are located at 1047 North Park Road, Wyomissing, Pennsylvania 19610. The Company's telephone number is (215) 378-1151.

USE OF PROCEEDS

Except as otherwise may be disclosed in the Prospectus Supplement, the net proceeds from the sale of Debt Securities offered hereby will be used for general corporate purposes, including reduction of outstanding indebtedness and to finance possible acquisitions. As of April 4, 1992, the Company had outstanding indebtedness under bank and commercial paper facilities of $100.3 million.

SUMMARY FINANCIAL INFORMATION OF THE COMPANY

The following annual data (except for the ratio of earnings to fixed charges) has been derived from financial statements audited by Ernst & Young, independent auditors. Consolidated balance sheets at January 4, 1992 and December 29, 1990 and the related consolidated statements of income, cash flows and common shareholders' equity for each of the three fiscal years ended January 4, 1992, and the related financial review, appear in the Company's 1991 Annual Report to Shareholders, portions of which are incorporated by reference in the 1991 Form 10-K. Interim data presented are unaudited, but management believes that all adjustments necessary for a fair presentation have been made. The information set forth below should be read in conjunction with the financial statements and discussion included in the Form 10-K and in the Form 10-Q for the quarter ended April 4, 1992 incorporated by reference in this Prospectus.

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	(UNAUDITED) THREE MONTHS ENDED		FISCAL YEARS ENDED				
	APRIL 4, 1992	MARCH 30, 1991	JANUARY 4, 1992	DECEMBER 29, 1990	DECEMBER 30, 1989	DECEMBER 31, 1988	JANUARY 2, 1988
				(IN MILLIONS)			
<S>	<C>	<C>	<C>	<C>	<C>	<C>	<C>
INCOME STATEMENT DATA:							
Net sales	$ 818	$ 613	$2,952	$2,612	$2,532	$2,516	$2,574
Operating income	86	57	304	207	313	305	359
Interest expense	17	16	69	76	46	47	61
Other income, net	3	6	28	12	17	17	16
Income before income taxes	72	47	263	143	284	275	314
Income taxes	28	18	102	62	108	101	134
Net income	44	29	161	81	176	174	180
Ratio of earnings to fixed charges (1)	4.8x	3.6x	4.4x	2.7x	6.4x	6.2x	5.7x
BALANCE SHEET DATA (AT END OF PERIOD):							
Working capital	536	499	560	473	548	555	448
Intangible assets	472	430	422	427	432	450	469
Total assets	2,259	1,873	2,127	1,853	1,890	1,760	1,926
Short-term debt	26	7	6	33	85	4	110
Long-term debt	665	669	686	637	650	321	435
Redeemable preferred stock	64	65	65	65	--	--	--
Deferred contribution to employee stock ownership plan	(56)	(61)	(57)	(61)	--	--	--
Common shareholders' equity	981	823	938	823	820	1,095	981
CASH FLOW DATA:							
Depreciation	23	19	76	81	73	70	71
Amortization of intangible assets	4	3	15	17	18	19	19

</TABLE>

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(1) For the purposes of this ratio, earnings consist of earnings before income taxes plus fixed charges. Fixed charges consist of interest expense and one-third of rental expense, which approximates the interest factor of such rental expense.

DESCRIPTION OF DEBT SECURITIES

The following description sets forth certain general terms and provisions of the Debt Securities to which any Prospectus Supplement may relate. The particular terms of the Debt Securities offered by any Prospectus Supplement and the extent, if any, to which such general provisions may apply to the Debt Securities so offered will be described in the Prospectus Supplement relating to such Debt Securities.

Offered Debt Securities (as defined below) are to be issued under an Indenture (the "Indenture"), dated as of January 1, 1987, as supplemented by a First Supplemental Indenture dated September 1, 1989, between the Company, Morgan Guaranty Trust Company of New York, as retiring Trustee, and United States Trust Company of New York, as successor Trustee (the "Trustee"). The statements under this caption relating to the Debt Securities and the Indenture are summaries and do not purport to be complete. Such summaries make use of terms defined in the Indenture and are qualified in their entirety by express reference to the Indenture and the cited provisions thereof, the form of which is filed as an exhibit to the Registration Statement.

GENERAL

The Debt Securities will be unsecured obligations of the Company. The Indenture does not limit the aggregate principal amount of Debt Securities which may be issued thereunder and provides that Debt Securities may be issued thereunder from time to time in one or more series.

Reference is made to the Prospectus Supplement relating to the particular Debt Securities offered thereby (the "Offered Debt Securities") for the following terms of the Offered Debt Securities: (1) the title of the Offered Debt Securities; (2) any limit on the aggregate principal amount of the Offered Debt Securities; (3) the date or dates on which the Offered Debt Securities will mature; (4) the rate or rates (which may be fixed or variable) per annum at which the Offered Debt Securities will bear interest, if any, and the date or dates from which such interest will accrue; (5) the dates on which such interest, if any, will be payable and the regular record dates for such interest payment dates; (6) the place or places where principal of (and premium, if any) and interest on Offered Debt Securities shall be payable; (7) any mandatory or optional sinking fund or analogous provisions; (8) if applicable, the price at which, the periods within which, and the terms and conditions upon which the Offered Debt Securities may, pursuant to any optional or mandatory redemption provisions, be redeemed at the option of the Company; (9) if applicable, the terms and conditions upon which the Offered Debt Securities may be repayable prior to final maturity at the option of the holder thereof (which option may be conditional); (10) the portion of the principal amount of the Offered Debt Securities, if other than the principal amount thereof, payable upon acceleration of maturity thereof; (11) the currency of payment of principal of and premium, if any, and interest on the Offered Debt Securities; (12) any index used to determine the amount of payments of principal of and premium, if any, and interest on the Offered Debt Securities; and (13) any other terms of the Offered Debt Securities. (Section 301)

Unless otherwise indicated in the Prospectus Supplement relating thereto, the Offered Debt Securities are to be issued as registered securities without coupons in denominations of $1,000 or any integral multiple of $1,000. (Section 302) No service charge will be made for any transfer or exchange of such Offered Debt Securities, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith. (Section 305)

Debt Securities may be issued under the Indenture as Original Issue Discount Securities to be offered and sold at a substantial discount below their stated principal amount. Federal income tax consequences and other considerations applicable thereto will be described in the Prospectus Supplement relating thereto. "Original Issue Discount Securities" means any Debt Securities which provide for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration of the maturity thereof. (Section 101)

CERTAIN COVENANTS OF THE COMPANY

Limitations on Secured Debt. The Company will not, and it will not permit any Subsidiary to, issue, assume or guarantee any Debt secured by a Mortgage upon any Principal Property or on any shares of stock or indebtedness of any Restricted Subsidiary (whether such Principal Property, shares of stock or indebtedness is now owned or hereafter acquired) without in any such case effectively providing that the Debt Securities (together with, if the Company shall so determine, any other indebtedness of or guaranteed by the Company or such Restricted Subsidiary ranking equally with the Debt Securities then existing or thereafter created) shall be secured equally and ratably with such Debt, except that the foregoing restrictions shall not apply to (i) Mortgages on

property, shares of stock or indebtedness of or guaranteed by any corporation existing at the time such corporation becomes a Restricted Subsidiary; (ii) Mortgages on property existing at the time of acquisition thereof, or to secure the payment of all or part of the purchase price of such property, or to secure Debt incurred or guaranteed for the purpose of financing all or part of the purchase price of such property or construction or improvements thereon, which Debt is incurred or guaranteed prior to, at the time of, or within 120 days after the later of such acquisition or completion of such improvements or construction or commencement of full operation of such property; (iii) Mortgages securing Debt owing by any Restricted Subsidiary to the Company or another Restricted Subsidiary; (iv) Mortgages on property of a corporation existing at the time such corporation is merged into or consolidated with the Company or a Restricted Subsidiary or at the time of a purchase, lease or other acquisition of the property of a corporation or firm as an entirety or substantially as an entirety by the Company or a Restricted Subsidiary; (v) Mortgages on property of the Company or a Restricted Subsidiary in favor of the United States of America or any State thereof, or any political subdivision thereof, or in favor of any other country, or any political subdivision thereof, to secure certain payments pursuant to any contract or statute or to secure any indebtedness incurred or guaranteed for the purpose of financing all or any part of the purchase price or the cost of construction of the property subject to such Mortgages (including, but not limited to, Mortgages incurred in connection with pollution control industrial revenue bond or similar financings); (vi) Mortgages existing on the date of the Indenture; and (vii) any extension, renewal or replacement (or successive extensions, renewals or replacements), in whole or in part, of any Mortgage referred to in the foregoing clauses (i) to (vi), inclusive. Notwithstanding the above, the Company and any one or more Subsidiaries may, without securing the Debt Securities, issue, assume or guarantee secured Debt which would otherwise be subject to the foregoing restrictions, provided that after giving effect thereto the aggregate amount of Debt which would otherwise be subject to the foregoing restrictions then outstanding (not including secured Debt permitted under the foregoing exceptions) at such time does not exceed 10% of the shareholders' equity of the Company and its consolidated Subsidiaries as of the end of the latest fiscal year. (Section 1007)

Limitations on Sale and Leaseback Transactions. Sale and leaseback transactions (except such transactions involving leases for less than three years, leases between the Company and a Restricted Subsidiary or between Restricted Subsidiaries or leases of a Principal Property entered into within 120 days after the later of the acquisition, completion of construction or commencement of full operation of such Principal Property) by the Company or any Restricted Subsidiary of any Principal Property (whether now owned or hereafter acquired) are prohibited unless (i) the Company or such Restricted Subsidiary would be entitled under Section 1007 to issue, assume or guarantee Debt secured by a Mortgage upon such Principal Property at least equal in amount to the Attributable Debt in respect of such transaction without equally and ratably securing the Debt Securities, provided that such Attributable Debt shall thereupon be deemed to be Debt subject to the provisions described in the preceding paragraph, or (ii) an amount in cash equal to such Attributable Debt is applied to the retirement of funded non-subordinated Debt of the Company or a Restricted Subsidiary. (Section 1008)

Limitations on Consolidation, Merger and Sale of Assets. The Company may not consolidate with or merge into any other Person (as defined in the Indenture) or convey, transfer or lease its

properties and assets substantially as an entirety, unless (a) the successor Person is a corporation, partnership or trust organized and validly existing under the laws of the United States of America, any State thereof or the District of Columbia and expressly assumes the Company's obligations on the Debt Securities and under the Indenture; (b) 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, would occur and be continuing; and (c) after giving effect to such transaction the Company or successor Person, as the case may be, would not immediately thereafter have outstanding indebtedness secured by any Mortgage not permitted by the provisions of Section 1007 or shall have secured the Debt Securities equally and ratably with (or prior to) any indebtedness secured thereby. (Section 801)

Certain Definitions. "Principal Property" is defined as any manufacturing plant or facility located within the United States of America (other than its territories and possessions) and owned by the Company or any Subsidiary, except any such plant or facility which, in the opinion of the Board of Directors, is not of material importance to the business conducted by the Company and its Subsidiaries, taken as a whole. "Debt" is defined as indebtedness for money borrowed. "Mortgage" is defined as any mortgage, pledge, lien or other encumbrance. "Attributable Debt" is defined as the present value (discounted at the rate of interest implicit In the terms of the lease) of the obligation of a lessee for net rental payments during the remaining term of any lease. "Subsidiary" is defined to mean a corporation more than 50% of the outstanding voting stock of which is owned, directly or indirectly, by the Company or by one or more other Subsidiaries, or by the Company and one or more other Subsidiaries. "Restricted Subsidiary" is defined as a Subsidiary which owns or

leases any Principal Property. (Section 101)

DEFEASANCE AND COVENANT DEFEASANCE

The Indenture provides, if such provision is made applicable to the Debt Securities of any series, that the Company may elect either (A) to defease and be discharged from any and all obligations with respect to such Securities (except for the obligations to register the transfer or exchange of such Securities, to replace temporary or mutilated, destroyed, lost or stolen Securities, to maintain an office or agency in respect of the Securities and to hold moneys for payment in trust) ("defeasance") or (B)(i) to be released from its obligations with respect to such Securities under Sections 801 (consolidation, merger and sale of assets), 1005 (maintenance of properties), 1006 (payment of taxes and other claims), 1007 (restrictions upon mortgages), 1008 (restrictions upon sale and leaseback transactions) and 1009 (certificates of compliance) and (ii) that Sections 501 (4) (as to Sections 801, 1005, 1006, 1007, 1008 and 1009), 501(5), 501(6), 501(7) and 501(8) (if Section 501(8) is specified in the Prospectus Supplement), as described in clauses (d) through (g) under "Events of Default" below, shall not be deemed to be Events of Default under the Indenture with respect to such series ("covenant defeasance"), upon the deposit with the Trustee (or other qualifying trustee), in trust for such purpose, of money, and/or U.S. Government Obligations (as defined) which through the payment of principal and interest in accordance with their terms will provide money, in an amount sufficient to pay the principal of (and premium, if any) and interest on such Securities, and any mandatory sinking fund or analogous payments thereon, on the scheduled due dates therefor. In the case of defeasance, the Holders of such Securities are entitled to receive payments in respect of such Securities solely from such trust. Such a trust may only be established if, among other things, the Company has delivered to the Trustee an Opinion of Counsel (as specified in the Indenture) to the effect that the Holders of such Securities will not recognize income, gain or loss for Federal income tax purposes as a result of such defeasance or covenant defeasance and will be subject to Federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such defeasance or covenant defeasance had not occurred. Such Opinion of Counsel, in the case of defeasance under clause (A) above, must refer to and be based upon a ruling of the Internal Revenue Service or a change in applicable Federal income tax law occurring after the date of the Indenture. (Article Thirteen)

EVENTS OF DEFAULT AND NOTICE THEREOF

The Indenture defines the following events as "Events of Default" with respect to Debt Securities of any series: (a) failure to pay principal of (or premium, if any) on any Debt Security of that series when due; (b) failure to pay any interest on any Debt Security of that series when due, continued for 30 days; (c) failure to deposit any sinking fund payment, when due, in respect of any Debt Security of that series; (d) failure to perform any other covenant of the Company in the Indenture (other than a covenant included in the Indenture solely for the benefit of a series of Debt Securities other than that series), continued for 60 days after written notice given to the Company by the Trustee or the holders of at least 10% in principal amount of the Debt Securities outstanding and affected thereby; (e) acceleration of any Debt aggregating in excess of $5,000,000 (including Debt Securities of any series other than that series), if such acceleration has not been rescinded or annulled within 10 days after written notice given to the Company by the Trustee or the holders of at least 10% in principal amount of the outstanding Debt Securities of such series; (f) certain events in bankruptcy, insolvency or reorganization of the Company; and (g) any other Event of Default provided with respect to Debt Securities of such series. (Section 501)

If an Event of Default with respect to Debt Securities of any series at the time outstanding shall occur and be continuing, either the Trustee or the holders of at least 25% in principal amount of the outstanding Debt Securities of that series may declare the principal amount (or, if the Debt Securities of that series are Original Issue Discount Securities, such portion of the principal amount as may be specified in the terms of that series) of all Debt Securities of that series to be due and payable immediately; provided, however, that under certain circumstances the holders of a majority in aggregate principal amount of outstanding Debt Securities of that series may rescind or annul such declaration and its consequences. (Section 502)

Reference is made to the Prospectus Supplement relating to any series of Offered Debt Securities which are Original Issue Discount Securities for the particular provisions relating to the principal amount of such Original Issue Discount Securities due upon the occurrence of any Event of Default and the continuation thereof.

The Indenture will provide that the Trustee, within 90 days after the occurrence of a default with respect to any series of Debt Securities, shall give to the holders of Debt 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 that, except in the case of default in the payment of principal of (or premium, if any) or interest, if any, on any Debt

Security, or in the deposit of any sinking fund payment with respect to any Debt Securities, 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 the Debt Securities of such series. (Section 602)

The Company will be required to furnish to the Trustee annually a statement by certain officers of the Company to the effect that to the best of their knowledge the Company is not in default in the fulfillment of any of its obligations under Sections 1007 and 1008 of the Indenture or, if there has been a default in the fulfillment of any such obligation, specifying each such default. (Section 1009)

The holders of a majority in principal amount of the outstanding Debt 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 Debt Securities of such series, and to waive certain defaults. (Sections 512 and 513)

The Indenture will provide that in case an Event of Default shall occur and be 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 man would exercise or use under the circumstances in the conduct of his own affairs. (Section 601) Subject to such provisions, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any of the

holders of Debt Securities unless they shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request. (Section 603)

MODIFICATION OF THE INDENTURE

Modifications and amendments of the Indenture may be made by the Company and the Trustee, with the consent of the holders of not less than a majority in aggregate principal amount of the outstanding Debt Securities of each series issued under the Indenture which are affected by the modification or amendment, provided that no such modification of amendment may, without the consent of each holder of such Debt Security affected thereby, (i) change the stated maturity date of the principal of (or premium, if any) or any installment of interest, if any, on any such Debt Security; (ii) reduce the principal amount of (or premium, if any) or the interest, if any, on any such Debt Security or the principal amount due upon acceleration of an Original Issue Discount Security; (iii) change the place or currency of payment of principal (or premium, if any) or interest, if any, on any such Debt Security; (iv) impair the right to institute suit for the enforcement of any such payment on or with respect to any such Debt Security; (v) reduce the above-stated percentage of holders of Debt Securities necessary to modify or amend the Indenture; or (vi) modify the foregoing requirements or reduce the percentage of outstanding Debt Securities necessary to waive compliance with, or modify, certain provisions of the Indenture or for waiver of certain defaults. (Section 902)

CERTAIN PENNSYLVANIA TAXES

The Debt Securities held by or for certain persons, principally individuals and partnerships resident in Pennsylvania, are subject to the Pennsylvania Corporate Loans Tax, the annual rate of which is currently $4 per $1,000 principal amount of the Debt Securities held by such persons, and this tax will be withheld by the Company from interest paid to such persons. Persons resident in Pennsylvania holding Debt Securities for the benefit of nonresidents should consult their tax advisors regarding the applicability of the Pennsylvania Corporate Loans Tax.

In the opinion of Clark, Ladner, Fortenbaugh & Young, counsel for the Company, the Debt Securities will not be subject to the Pennsylvania County Personal Property Tax in effect as of the date of this Prospectus.

PLAN OF DISTRIBUTION

The Company may sell Debt Securities to or through underwriters and also may sell Debt Securities directly to other purchasers or through agents. Such underwriters may include Goldman, Sachs & Co. and J.P. Morgan Securities Inc. Goldman, Sachs & Co. and J.P. Morgan Securities Inc. may also act as agents.

The distribution of the Debt Securities may be effected from time to time in one or more transactions at a fixed price or prices, which may be changed, or at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices.

In connection with the sale of Debt Securities, underwriters may receive compensation from the Company or from purchasers of Debt Securities for whom they may act as agents in the form of discounts, concessions or commissions. Underwriters may sell Debt Securities to or through dealers, and such 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 agents. Underwriters, dealers and agents that participate in the distribution of Debt Securities may be deemed to be underwriters, and any discounts or commissions received by them from the Company and any profit on the resale of Debt Securities by them may be deemed to be underwriting discounts and commissions, under the Securities Act of 1933, as amended (the "Act"). Any such

underwriter or agent will be identified, and any such compensation will be described, in the Prospectus Supplement.

Under agreements which may be entered into by the Company, underwriters and agents who participate in the distribution of Debt Securities may be entitled to indemnification by the Company against certain liabilities, including liabilities under the Act.

If so indicated in the Prospectus Supplement, the Company will authorize underwriters or other persons acting as the Company's agents to solicit offers by certain institutions to purchase Debt Securities from the Company pursuant to contracts providing for payment and delivery on a future date. Institutions with which such contracts may be made include commercial and savings banks, insurance companies, pension funds, investment companies, educational and charitable institutions and others, but in all cases such institutions must be approved by the Company. The obligations of any purchaser under any such contract will be subject to the condition that the purchase of the Offered Debt Securities shall not at the time of delivery be prohibited under the laws of the jurisdiction to which such purchaser is subject. The underwriters and such other agents will not have any responsibility in respect of the validity or performance of such contracts.

In the ordinary course of their respective businesses, Goldman, Sachs & Co. and J.P. Morgan Securities Inc. and their affiliates have provided, and may in the future provide, investment banking and/or commercial banking services for the Company.

VALIDITY OF DEBT SECURITIES

The validity of the Debt Securities will be passed upon for the Company by Clark, Ladner, Fortenbaugh & Young, Philadelphia, Pennsylvania, and for any underwriters or agents by Sullivan & Cromwell, New York, New York, who will rely upon the opinion of Clark, Ladner, Fortenbaugh & Young as to all matters of Pennsylvania law. M. Rust Sharp, a partner in Clark, Ladner, Fortenbaugh & Young, is a director of the Company. On April 21, 1992, Mr. Sharp, other partners, of counsel, associates and other non-clerical employees of Clark, Ladner, Fortenbaugh & Young and their spouses owned beneficially an aggregate 3,758 shares of the Common Stock of the Company. In addition, Mr. Sharp, as a co-trustee under certain Deeds of Trust dated August 21, 1951 and under the Will of John E. Barbey, deceased, beneficially owns 11,461,444 shares of Common Stock.

EXPERTS

The consolidated financial statements and schedules of the Company incorporated herein by reference to the Form 10-K have been audited by Ernst & Young, independent auditors, as set forth in the report thereon included therein and incorporated herein by reference. Such consolidated financial statements and schedules have been incorporated by reference or included herein, respectively, in reliance upon such report given upon the authority of such firm as experts in accounting and auditing.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS PROSPECTUS SUPPLEMENT AND THE PROSPECTUS DO NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE SECURITIES OTHER THAN THE SECURITIES DESCRIBED IN THIS PROSPECTUS SUPPLEMENT OR AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SUCH SECURITIES IN ANY CIRCUMSTANCE IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL. NEITHER THE DELIVERY OF THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS NOR ANY SALE MADE HEREUNDER OR THEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN OR THEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF SUCH INFORMATION.

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PROSPECTUS SUPPLEMENT

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V.F. CORPORATION

7.60% NOTES
DUE APRIL 1, 2004

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GOLDMAN, SACHS & CO.

J.P. MORGAN SECURITIES INC.
