

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT UNDER
THE SECURITIES ACT OF 1933

V.F. CORPORATION
(Exact name of issuer as specified in its charter)

<TABLE>
<S> Pennsylvania <C>
23-1180120

(State or other jurisdiction of incorporation or organization) (I.R.S. Employer
Identification No.)
</TABLE>

<TABLE>
<S>
<C> 1047 North Park Road, Wyomissing, Reading, Pennsylvania
19610

(Address of Principal Executive Offices)
(Zip Code)
</TABLE>

VF Corporation 1991 Stock Option Plan

(Full title of the plan)

Lori M. Tarnoski, Vice President/Secretary
VF Corporation, PO Box 1022, Reading, Pennsylvania 19603

(Name and Address of Agent for Service)

(610) 378-1151

(Telephone number, including area code of agent for service)

Copies to:

Aloysius T. Lawn, IV, Esquire
Clark, Ladner, Fortenbaugh & Young
One Commerce Square
2005 Market Street - 22nd Floor
Philadelphia, Pennsylvania 19103
(215) 241-1825

If the only securities being registered on this form are being offered pursuant
to dividend or 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]

EXHIBIT INDEX APPEARS AT PAGE ____.
PAGE 1 of PAGES.

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<TABLE>
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CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Share(2)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee
<S> Common Stock (without par value; stated capital \$1.00 per share)	<C> 3,000,000	<C> \$50.375	<C> \$151,125,000	<C> \$52,112.43

</TABLE>

- (1) Indicates the aggregate number of additional shares of Common Stock authorized and reserved for issuance pursuant to the 1991 Plan. The Shareholders of the Corporation, at the Corporation's Annual Meeting of Shareholders held April 19, 1994, approved an increase in the number of shares of Common Stock reserved for issuance pursuant to the 1991 Stock Option Plan from 3,000,000 shares to 6,000,000 shares.
- (2) This price is estimated solely for the purposes of calculating the registration fee. In accordance with Rule 457(h), the price for outstanding but unexercised options is computed on the basis of the closing price of \$50.375 per share of VF Corporation's Common Stock on the New York Stock Exchange on April 26, 1994.

Approximate Date of Commencement of Proposed Sales Pursuant to the Plan: As soon as practicable after the effective date of this Registration Statement.

Prospectus Relating to Two Registration Statements: As authorized by Rule 429 under the Securities Act of 1933, as amended, this Registration Statement constitutes Post-Effective Amendment No. 1, Post-Effective Amendment No. 3 and Post-Effective Amendment No. 7 to V.F. Corporation's Registration Statements on Form S-8/S-3 (Nos. 33-55014, 2-26566 and 2-85579, respectively) relating to shares of Common Stock of VF Corporation reserved for issuance upon exercise of stock options heretofore granted pursuant to the V.F. Corporation 1991 and 1982 Stock Option Plans.

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PROSPECTUS

V.F. CORPORATION
1047 North Park Road
Wyomissing, Pennsylvania 19610

1,128,625 Shares

COMMON STOCK
(Without Par Value - Stated
Capital \$1.00 Per Share)

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

This Prospectus is being used in connection with the offering from time to time by certain shareholders ("Selling Shareholders") of V.F. Corporation ("VF"), or their successors in interest of shares of the Common Stock of VF which have been or may be acquired upon the exercise of stock options pursuant to the 1982 Stock Option Plan and 1991 Stock Option Plan (collectively the "Plans").

The Common Stock may be sold from time to time by the Selling Shareholders or by pledgees, donees, transferees or other successors in interest. Such sales may be made on the New York Stock Exchange, The Pacific Stock Exchange, in the over-the-counter market or otherwise at prices and at terms then prevailing or at prices related to the then current market price, or in negotiated transactions. The Common Stock may be sold by one or more of the

following: (a) a block trade in which the broker or dealer so engaged will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction; (b) purchases by a broker or dealer for its account pursuant to this Prospectus; (c) an exchange distribution in accordance with the rules of such exchange; and (d) ordinary brokerage transactions and transactions in which the broker solicits purchases. In effecting sales, brokers or dealers engaged by the Selling Shareholders may arrange for other brokers or dealers to participate. Brokers or dealers will receive commissions or discounts from Selling Shareholders in amounts to be negotiated immediately prior to the sale. Such brokers or dealers and any other participating brokers or dealers may be deemed to be "underwriters" within the meaning of the Securities Act of 1933, as amended (the "Act") in connection with such sales. In addition, any securities covered by this Prospectus which qualify for sale pursuant to Rule 144 may be sold under Rule 144 rather than pursuant to this Prospectus. VF will not receive any of the proceeds from the sale of these shares, although it has paid the expenses of preparing this Prospectus and the related Registration Statement.

The closing price of VF's Common Stock on both the New York Stock Exchange on April 26, 1994 was \$50.375. The closing price of VF's Common Stock on the Pacific Stock Exchange on April 21, 1994 was \$50.50.

No person is authorized to give any information or to make any representations, other than as contained herein, in connection with the offer made in this Prospectus, and any information or representation not contained herein must not be relied upon as having been authorized by VF.

The date of this Prospectus is April 29, 1994.

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AVAILABLE INFORMATION

VF is subject to the informational requirements of the Securities Exchange Act of 1934 (the "1934 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 VF with the Commission may be inspected and copied at the public reference facilities maintained by the Commission at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the Commission's Regional Offices at: 75 Park Place, 14th Floor, New York, New York 10007 and Northwest Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Copies of such material may be obtained upon written request addressed to the Commission at the Public Reference Section, at 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. In addition, the Common Stock is listed on the New York and Pacific Stock Exchanges and reports, proxy statements and other information concerning VF may also be inspected at the offices of New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005 and The Pacific Stock Exchange, Inc., 115 Sansone Street, 8th Floor, San Francisco, California 94104.

In addition, VF will provide without charge to each person to whom this Prospectus is delivered, upon either the written or oral request of such person, the Annual Report to Shareholders for VF's latest fiscal year and a copy of any or all of the documents incorporated herein by reference other than exhibits to such documents. See "INCORPORATION OF DOCUMENTS BY REFERENCE". Such requests should be directed to L.M. Tarnoski, Vice President/Secretary, V.F. Corporation, P.O. Box 1022, Reading, Pennsylvania 19603; or (610) 378-1151.

INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents previously filed with the Commission are incorporated herein by reference:

- (a) VF's Annual Report on Form 10-K for the fiscal year ended January 1, 1994 ("Form 10-K");
- (b) VF's Current Report on Form 8-K, dated January 19, 1994;
- (c) VF's Amendment to Current Report on Form 8-K/A, dated January 19, 1994;

(d) VF's definitive Proxy Statement dated March 17, 1994, for the Annual Meeting of Shareholders held April 19, 1994;

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(e) VF's Current Report on Form 8-K, dated April 6, 1994; and

(f) VF's Registration Statement on Form 8-A dated April 27, 1965 filed pursuant to Section 12(g) of the 1934 Act and VF's Registration Statements on Form 8-A dated May 8, 1987 and January 25, 1988 filed pursuant to Section 12(b) of the 1934 Act, which contain descriptions of the Common Stock and certain rights relating to the Common Stock, including any amendment or reports filed for the purpose of updating such descriptions.

In addition to the foregoing, all documents subsequently filed by VF pursuant to Section 13(a), 13(c), 14 and 15(d) of the Act (prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities remaining unsold), shall be deemed to be incorporated by reference herein and to be a part hereof from the date of the filing of such reports and documents.

SELLING SHAREHOLDERS

The following table sets forth as of April 22, 1994 the name of each Selling Shareholder, the nature of his position, office, or other material relationship to VF or its subsidiaries and the number of shares of Common Stock which each Selling Shareholder (1) owned of record; (2) may acquire pursuant to the exercise of a previously granted option or options which hereafter may be granted under the Plans, all of which shares may be sold pursuant to this Prospectus; and (3) the amount of Common Stock to be owned by each Selling Shareholder assuming the grant of the maximum number of shares issuable under the Plans, the exercise of all options granted under the Plans and the sale of all shares acquired upon exercise of such options. Except for Messrs. Pike and Sharp, who as co-trustees under certain Deeds of Trust dated August 21, 1951 and under the Will of John E. Barbey, deceased beneficially own 11,461,644 shares of Common Stock (representing 17.8% of the outstanding Common Stock), none of the listed individuals owns 1% or more of the outstanding Common Stock.

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<TABLE>
<CAPTION>

Name and Relationship to VF Corporation	Owned as of 4/22/94	Expected to Acquire Pursuant to the Plan and Offered Pursuant Hereto	Amount of Common Stock to be Owned After Exercise and Sale
----- <S> Lawrence R. Pugh, Chairman of the Board and Chief Executive Officer	<C> 21,031	<C> 536,800	<C> 21,031
Robert D. Buzzell, Director	800	5,400	800
Edward E. Crutchfield, Jr., Director	1,500	3,900	1,500
Ursula F. Fairbairn, Director	200	-0-	200
Barbara S. Feigin, Director	1,900	3,900	1,900
Roger S. Hillas, Director	3,538	3,900	3,538
Leon C. Holt, Jr., Director	3,000	5,400	3,000
J. Berkley Ingram, Jr., Director	3,500	3,900	3,500
Robert F. Longbine, Director	2,000	5,400	2,000

Mackey J. McDonald, President and Director	8,719	138,000	8,719
William E. Pike, Director	2,400	5,400	2,400
M. Rust Sharp, Director	1,000	5,400	1,000
L. Dudley Walker, Director	19,500	3,900	19,500
Harold E. Addis Vice President - Human Resources and Administration	3,000	55,000	3,000
Paul R. Charron Executive Vice President	1,000	99,000	1,000
H. Lynn Hazlett Vice President - Business Systems	5,898	50,925	5,898
Gerard G. Johnson Vice President - Finance and Chief Financial Officer	10,016	121,000	10,016

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<TABLE>
<CAPTION>

Name and Relationship to VF Corporation	Owned as of 4/22/94	Amount of Expected to Acquire Pursuant to the Plan and Offered Pursuant Hereto	Common Stock to be Owned After Exercise and Sales

<S>	<C>	<C>	<C>
Lori M. Tarnoski Vice President and Secretary	11,414	25,000	11,414
Frank C. Pickard III Vice President and Treasurer	736	24,400	736
Robert K. Shearer Vice President and Controller	149	32,000	149

LEGAL MATTERS

Legal matters with respect to Common Stock being offered hereby have been passed upon for VF by Clark, Ladner, Fortenbaugh & Young, Philadelphia, Pennsylvania. M. Rust Sharp, a partner in Clark, Ladner, Fortenbaugh & Young, is a director of VF. On April 22, 1994, Mr. Sharp, other partners, of counsel, associates and other non-clerical employees of Clark, Ladner, Fortenbaugh & Young and their spouses owned beneficially an aggregate 3,591 shares of the Common Stock of VF. In addition, Mr. Sharp beneficially owns options to purchase 3,600 shares of Common Stock and, as a co-trustee under certain Deeds of Trust dated August 21, 1951 and under the Will of John E. Barbey, deceased, beneficially owns 11,461,644 shares of Common Stock.

STATEMENT OF INDEMNIFICATION

Under provisions of VF's By-Laws, the monetary liability of a director of VF is limited to those cases in which (a) he or she breached or failed to perform the duties of a director in good faith, in a manner he or she reasonably believed to be in the best interest of the Corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances and (b) the breach or failure to perform constituted self-dealing, willful misconduct or recklessness, except that the limitation would not apply to the responsibility or liability of a director pursuant to a criminal statute or for the payment of taxes pursuant to local, state or federal law. Furthermore, VF's By-Laws provide that any person made a party to any lawsuit by reason of being a director, officer or employee of VF may be indemnified by VF to the full extent

permitted by Pennsylvania law against reasonable expenses, including attorneys' fees, incurred by the director, officer or employee in connection with the defense of such lawsuit. With respect to possible indemnification of directors, officers and controlling persons of VF for liabilities arising under the Act pursuant to such provisions, VF is aware that the Commission has taken the position that such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable.

EXPERTS

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

ADDITIONAL INFORMATION

As of April 22, 1994, the authorized Common Stock of VF totaled 66,370,069 shares, without par value, of which 64,600,097 shares of Common Stock were issued and outstanding, not including 1,769,972 shares of Common Stock held in treasury. Further information concerning the Common Stock of VF may be found in the documents incorporated by reference above.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 14 (FORM S-3). Other Expenses of Issuance and Distribution.

The expenses in connection with the offering of shares pursuant to that portion of the Registration Statement on Form S-3 are listed below. VF Corporation will pay each of these expenses.

<TABLE>

<S>	<C>
Filing Fee -- Securities and Exchange Commission	\$52,112.43
Accountants' Fee and Expenses*	\$ 7,700.00
Fees and Expenses of the Company's Counsel*	\$17,250.00
Printing and Engraving Expenses*	\$ 1,200.00
Miscellaneous Expenses*	\$ 1,200.00

Total	\$79,462.43

* Estimated

</TABLE>

ITEM 3 (FORM S-8). INCORPORATION OF DOCUMENTS BY REFERENCE.

Incorporated by reference into this Registration Statement are (a) VF's latest Annual Report on Form 10-K for the fiscal year ended January 1, 1994; (b) VF's Current Report on Form 8-K, dated January 19, 1994; (c) VF's Amendment to Current Report on Form 8-K/A, dated January 19, 1994; (d) VF's definitive proxy statement or information statement filed pursuant to Section 14 of the 1934 Act in connection with VF's latest Annual Meeting of Shareholders and any definitive proxy or information statement as filed in connection with any subsequent or special meeting of its

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shareholders; (e) VF's Current Report on Form 8-K, dated April 6, 1994; (f) VF's Registration Statement on Form 8-A dated April 27, 1965 filed pursuant to section 12(g) of the 1934 Act and the Corporation's Registration Statements on Form 8-A dated May 8, 1987 and January 25, 1988 filed pursuant to section 12(b) of the 1934 Act, which contain descriptions of the Common Stock and certain rights relating to the Common Stock, including any amendment or reports filed for the purpose of updating such descriptions; and (g) all documents subsequently filed by VF pursuant to Section 13(a), 13(c), 14 and 15(d) of the Act prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or deregisters all securities remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of the filing of such reports and documents.

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

ITEM 4 (FORM S-8). DESCRIPTION OF SECURITIES.

Not applicable

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ITEM 5 (FORM S-8). INTERESTS OF NAMED EXPERTS AND COUNSEL.

Legal matters with respect to Common Stock being offered hereby have been passed upon for VF by Clark, Ladner, Fortenbaugh & Young, Philadelphia, Pennsylvania. M. Rust Sharp, a partner in Clark, Ladner, Fortenbaugh & Young, is a director of VF. On April 22, 1994, Mr. Sharp, other partners, of counsel, associates and other non-clerical employees of Clark, Ladner, Fortenbaugh & Young and their spouses owned beneficially an aggregate 3,591 shares of VF Common Stock. In addition, Mr. Sharp beneficially owns options to purchase 3,600 shares of Common Stock and, as a co-trustee under certain Deeds of Trust dated August 21, 1951 and under the Will of John E. Barbey, deceased, beneficially owns 11,461,644 shares of Common Stock.

ITEM 6 (FORM S-8) AND ITEM 15 (FORM S-3).
INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 1741 of the Pennsylvania Business Corporation Law, as amended (the "BCL"), provides that a business corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership,

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joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Section 1742 of the BCL provides that in the case of actions by or in the right of the corporation, a corporation may indemnify any such persons only against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action and only if such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, provided that no such indemnification is permitted in respect to any claim, issue or matter as to which such person is adjudged liable for negligence or misconduct in the performance of his duty to the corporation, except to the extent that a court determines that indemnification is proper under the circumstances. The BCL further provides under Section 1743 that to the extent that such person has been successful on the merits or otherwise in defending any action (even one on behalf of the corporation), he is entitled to indemnification for expenses (including attorneys' fees) actually and reasonably incurred in connection with such action. The By-Laws of VF provide

for indemnification of the

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officers or directors of VF to the fullest extent permissible under the BCL.

The indemnification provided for under the BCL is not exclusive of any other rights of indemnification. Under Section 1746 of the BCL a corporation may maintain insurance on behalf of any of the persons referred to above against liability asserted against any of them and incurred in or arising out of any capacity referred to above, whether or not the corporation would have the power to indemnify against such liabilities under the BCL. Section 513 of the Pennsylvania Associations Code ("Section 513") provides that a Pennsylvania corporation shall have the power, by action of the shareholders, directors or otherwise, to indemnify a person as to action in his official capacity and as to action in another capacity while holding that office for any action taken or any failure to take any action, whether or not the corporation would have the power to indemnify the person under any other provision of law (including Section 1741 and 1742 of the BCL), except as provided in Section 513, and whether or not the indemnified liability arises or arose from any threatened, pending or completed action by or in the right of the corporation. Indemnification is not authorized pursuant to Section 513 in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness. In addition to the power to advance expenses under the BCL, Section 513 provides that expenses incurred by an officer,

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director, employee or agent in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation. Section 513 permits a business corporation to create a fund, under the control of a trustee or otherwise, to secure or insure in any manner its indemnification obligations whether arising under or pursuant to Section 513 or otherwise. VF's By-Laws provide that any person made a party to any lawsuit by reason of being a director or officer of VF may be indemnified by VF, to the full extent permitted by Pennsylvania law, against the reasonable expenses, including attorneys' fees, incurred by the director or officer in connection with the defense of such lawsuit. The By-Laws further provide that a director of VF shall not be personally liable for monetary damages arising from any action taken or any failure to act by the director unless (a) the director has failed to perform his fiduciary duty to VF (as defined under Section 511 of the Pennsylvania Associations Code) and (b) the breach of duty constituted self-dealing, willful misconduct or recklessness. The limitation on a director's personal liability for monetary damages does not apply to a director's criminal liability or liability for taxes.

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VF maintains directors and officers' liability insurance for expenses for which indemnification is permitted by Pennsylvania Business Corporation Law and Section 513. These insurance policies insure VF against amounts which it may become obligated to pay as indemnification to directors and officers and insures its directors and officers against losses (except fines, penalties and other matters uninsurable under law) arising from any claim made against them on account of any alleged "wrongful act" in their official capacity. A wrongful act is defined as "any breach of any duty, neglect, error, misstatement, misleading statement, omission or other act done or wrongfully attempted by the directors and officers or ... so alleged by any claimant on any matter claimed against them solely by reason of their being such directors or officers," subject to certain exclusions. Directors and officers are also insured against losses (except fines, penalties and other matters uninsurable under law) arising out of the insured's breach of fiduciary duty, subject to certain exclusions.

ITEM 7 (FORM S-8). EXEMPTION FROM REGISTRATION CLAIM.

Not Applicable.

ITEM 8 (FORM S-8) AND ITEM 16 (FORM S-3). EXHIBITS.

4.1 VF Corporation 1991 Stock Option Plan, as amended through April 19, 1994.

5 Opinion of Counsel

23 Consents of Independent Auditors

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24 Power of Attorney

ITEM 9 (FORM S-8) AND ITEM 17 (FORM S-3). UNDERTAKINGS.

The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made of the securities registered hereby, a post-effective amendment to this Registration Statement:

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

(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 this registration statement;

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

provided, however, that the undertakings set forth in paragraphs (1)(i) and (1)(ii) above 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 1934 Act that are incorporated by reference in this Registration Statement.

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(2) That, for the purpose of determining any liability under the Act, 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 Act, each filing of VF's annual report pursuant to Section 13(a) or Section 15(d) of the 1934 Act 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.

(5) To deliver or cause to be delivered with the Prospectus to each employee to whom the Prospectus is sent or given, a copy of its Annual Report to Shareholders for its last fiscal year, unless such employee otherwise has received a copy of such Report, in which case VF shall state in the Prospectus that it will promptly furnish, without charge, a copy of such Report on written request of the employee. If the last fiscal year of VF has ended within 120 days prior to the use of the Prospectus, the Annual Report for the preceding fiscal year may be so delivered, but within such 120

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day period the Annual Report for the last fiscal year will be furnished to each such employee.

(6) To deliver or cause to be delivered to all employees participating in the Plan, who do not otherwise receive such material as shareholders of VF, at the time and in the manner such material is sent to its shareholders, copies of all reports, proxy statements, and other communications

distributed to its shareholders generally.

(7) 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 foregoing provisions, 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 Act 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 such 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

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the Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Forms S-8 and S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized in the Borough of Wyomissing, Commonwealth of Pennsylvania on the 29th day of April, 1994.

<TABLE>

<S>

<C>

VF CORPORATION

By:/s/ L.R. Pugh

L.R. Pugh
Chairman of the Board and
Chief Executive Officer

</TABLE>

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

<TABLE>

<CAPTION>

SIGNATURE	TITLE	DATE
-----	-----	----
<S>	<C>	<C>
/s/ L.R. Pugh	Chairman of the Board and	4/29/94
-----	Chief Executive Officer	
L.R. Pugh		
/s/ G.G. Johnson	Vice President - Finance	4/29/94
-----	and Chief Financial Officer	
G.G. Johnson		
/s/ R.K. Shearer	Vice President and Controller	4/29/94

R.K. Shearer		

</TABLE>

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<TABLE>

<CAPTION>

DIRECTORS

<S>
Lawrence R. Pugh *
Robert D. Buzzell *
Edward E. Crutchfield, Jr. *
Ursula F. Fairbairn *
Barbara S. Feigin *
Roger S. Hillas *

</TABLE>

A majority of the Board of Directors

<TABLE>
<S>

<C>
Leon C. Holt, Jr. *
J. Berkley Ingram, Jr. *
Robert F. Longbine *
Mackey J. McDonald*
William E. Pike *
M. Rust Sharp *
L. Dudley Walker *

<C>
* By: /s/ L. M. Tarnoski

L. M. Tarnoski
Attorney-In-Fact

</TABLE>

Date: April 29, 1994

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	23	Consents of Independent Auditors
	24	Power of Attorney

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V.F. CORPORATION
1991 STOCK OPTION PLAN

ARTICLE I

PURPOSE

1.1 PURPOSE. The purpose of the V.F. Corporation 1991 Stock Option Plan (this "Plan") is to strengthen the ability of V.F. Corporation (the "Company") to attract, motivate, and retain employees of superior ability and to more closely align the interests of the nonemployee directors and management of the Company with those of its shareholders by relating capital accumulation to increases in shareholder value.

ARTICLE II

GENERAL DEFINITIONS

2.1 "Agreement" - The written instrument evidencing the grant to a Participant of an Award. Each Participant may be issued one or more Agreements from time to time, containing one or more Awards.

2.2 "Award" - Any award granted under this Plan.

2.3 "Board" - The Board of Directors of the Company.

2.4 "Code" - The Internal Revenue Code of 1986, as amended.

2.5 "Committee" - The Committee which the Board appoints to administer this Plan.

2.6 "Common Stock" - The common stock of the Company as described in the Company's Articles of Incorporation, or such other stock as shall be substituted therefor.

2.7 "Company" - V.F. Corporation, or any successor to the Company.

2.8 "Date of Grant" - The date on which the granting of an Award is authorized by the Committee, unless another date is specified by the Committee or by a provision in this Plan applicable to the Award.

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2.9 "Director" - A member of the Board who is not an Employee.

2.10 "Disposition" - Any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other disposition, whether similar or dissimilar to those previously enumerated, whether voluntary or involuntary, and whether during the Participant's lifetime or upon or after his or her death, including, but not limited to, any disposition by operation of law, by court order, by judicial process, or by foreclosure, levy, or attachment.

2.11 "Employee" - Any employee (including officers) of the Company or a Subsidiary.

2.12 "Exchange Act" - The Securities Exchange Act of 1934, as amended.

2.13 "Fair Market Value" - The average of the reported high and low sales price of the Common Stock (rounded up to the nearest one-tenth of a dollar) on the date on which Fair Market Value is to be determined (or if there was no reported sale on such date, the next preceding date on which any reported sale occurred) on the principal exchange or in such other principal market on which the Common Stock is trading.

2.14 "Incentive Stock Option" - A Stock Option intended to satisfy the requirements of Section 422(b) of the Code.

2.15 "Limited Stock Appreciation Right" or "Limited Right" - The rights specified in Article VIII.

2.16 "Nonqualified Stock Option" - A Stock Option other than an Incentive Stock Option.

2.17 "Participant" - A key Employee selected by the Committee to receive an Award or a Director who has received an Award pursuant to Article X.

2.18 "Retirement" - Employment separation on account of early, normal, or late retirement, as described in the V.F. Corporation Pension Plan or any successor plan thereto.

2.19 "Rule 16b-3" - Rule 16b-3 shall have the meaning assigned in Section 4.1.

2.20 "Securities Act" - The Securities Act of 1933, as amended.

2.21 "Stock Option" - An award of a right to purchase Common Stock pursuant to Article VII.

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2.22 "Subsidiary" - A "subsidiary corporation" as defined in Section 424(f) of the Code that is a subsidiary of the Company.

ARTICLE III

SHARES OF COMMON STOCK SUBJECT TO THE PLAN

3.1 COMMON STOCK AUTHORIZED. Subject to the provisions of this Article and Article XI, the total aggregate number of shares of Common Stock that may be issued, transferred or exercised pursuant to Awards shall not exceed 6,000,000 shares.

3.2 LIMITATION OF SHARES. For purposes of the limitations specified in Section 3.1, the following principles apply: (a) a decrease in the number of shares which thereafter may be issued or transferred for purpose of Section 3.1 shall result from the delivery of shares of Common Stock upon exercise of a Stock Option or Limited Stock Appreciation Right in any manner; (b) shares of Common Stock with respect to which Stock Options and Limited Stock Appreciation Rights expire, are cancelled without being exercised, or are otherwise terminated may be regranted under this Plan; and (c) if any shares of Common Stock related to an Award are not issued or, for any reason, cease to be issuable or are forfeited, such shares of Common Stock shall no longer be charged against the limitation provided for in Section 3.1 and shall be available again for the grant of Awards.

3.3 SHARES AVAILABLE. At the discretion of the Board or the Committee, the shares of Common Stock to be delivered under this Plan shall be made available either from authorized and unissued shares of Common Stock or shares of Common Stock controlled by the Company, or both; provided, however, that absent such determination by the Board or the Committee to the contrary, in whole or in part, the shares shall consist of the Company's authorized but unissued Common Stock.

3.4 AWARD ADJUSTMENTS. Subject to the limitations set forth in Article XIII, the Committee may make any adjustment in the exercise price or the number of shares subject to, or the terms of, a Nonqualified Stock Option or Limited Stock Appreciation Right. Such adjustment shall be made by amending, substituting or cancelling and regrating an outstanding Nonqualified Stock Option or Limited Stock Appreciation Right with the inclusion of terms and conditions that may differ from the terms and conditions of the original Nonqualified Stock Option or Limited Stock Appreciation Right. If such action is effected by amendment, the effective date of such amendment shall be the date of the original grant.

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ARTICLE IV

ADMINISTRATION OF THE PLAN

4.1 COMMITTEE. This Plan shall be administered by the Committee, which shall consist of three or more Directors of the Company, all of whom are "disinterested persons," as such term is defined under the rules and regulations adopted, from time to time, by the Securities and Exchange Commission pursuant to Section 16(b) of the Exchange Act, including specifically but without limitation, Rule 16b-3 or any successor rule thereto. The Committee may, in its discretion, delegate its duties under this Plan to such agents as it may appoint from time to time, provided that the Committee may not delegate its duties with respect to making Awards to Participants subject to Section 16(b) of the Exchange Act. The members of the Committee shall serve at the pleasure of the Board, which shall have the power, at any time and from time to time, to remove members from the Committee or to add members thereto. Vacancies on the Committee, however caused, shall be filled by action of the Board.

4.2 POWERS. The Committee has discretionary authority to determine the key Employees to whom, and the time or times at which, Awards shall be granted. The Committee also has authority to determine the amount of shares of Common Stock that shall be subject to each Award (other than Awards to Directors), and the terms, conditions, and limitations of each Award, subject to the express provisions of this Plan. The Committee shall have the discretion to interpret this Plan and to make all other determinations necessary for Plan administration. The Committee has authority to prescribe, amend and rescind any rules and regulations relating to this Plan, subject to the express provisions of this Plan. All Committee interpretations, determinations, and actions shall be in the sole discretion of the Committee and shall be binding on all parties. The Committee may correct any defect or supply any omission or reconcile any inconsistency in this Plan or in any Agreement in the manner and to the extent it shall deem expedient to carry it into effect, and it shall be the sole and final judge of such expediency.

4.3 AWARD TERMS. Awards shall be evidenced by an Agreement and may include any terms and conditions consistent with this Plan, as the Committee may determine.

4.4 NO LIABILITY. No member of the Board or the Committee shall be liable for any action or determination made in good faith by the Board or the Committee with respect to this Plan or any Award under this Plan.

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ARTICLE V

ELIGIBILITY

5.1 PARTICIPATION. Subject to Section 5.3, Participants shall be selected from the key Employees of the Company and its Subsidiaries. Such designation may be by individual or by class.

5.2 INCENTIVE STOCK OPTION ELIGIBILITY. No person shall be eligible for the grant of an Incentive Stock Option who owns (within the meaning of Section 422(b) of the Code), or would own immediately before the grant of such Incentive Stock Option, directly or indirectly, stock possessing more than 10 percent of the total combined voting power of all classes of stock of the Company or any Subsidiary.

5.3 BOARD PARTICIPATION. Any Director (who is not an Employee of the Company or a Subsidiary) shall be granted Awards under this Plan pursuant to Article X.

5.4 LIMIT ON AWARDS. Commencing January 2, 1994, Awards to any Employee under the Plan shall not exceed in the aggregate 100,000 Stock Options (with or without tandem Limited Rights) during any period of 12 consecutive months. The number of Limited Rights, if any, granted pursuant to Section 11.2 shall count toward the aggregate limit.

ARTICLE VI

FORMS OF AWARDS

6.1 AWARD ELIGIBILITY. The forms of Awards under this Plan are Stock Options as described in Article VII and Limited Stock Appreciation Rights as described in Article VIII. The Committee may, in its discretion, permit holders (other than Directors) of Awards under this Plan to surrender outstanding Awards in order to exercise or realize the rights under other Awards, or in exchange for the grant of new Awards or require holders of Awards to surrender outstanding Awards as a condition precedent to the grant of new Awards.

ARTICLE VII

STOCK OPTIONS

7.1 EXERCISE PRICE. The exercise price of Common Stock under each Stock Option shall be equal to 100 percent of the Fair Market Value of the Common Stock on the Date of Grant.

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7.2 TERM. Stock Options may be exercised as determined by the Committee, provided that Incentive Stock Options may in no event be exercised later than 10 years from the Date of Grant or granted later than 10 years from the date of adoption of this Plan. During the Participant's lifetime, only the Participant may exercise an Incentive Stock Option. The Committee may amend the terms of an Incentive Stock Option at any time to include provisions that have the effect of changing such Incentive Stock Option to a Nonqualified Stock Option, or vice-versa (to the extent any such change is permitted by applicable law).

7.3 METHOD OF EXERCISE. Upon the exercise of a Stock Option, the exercise price shall be payable in full in cash or an equivalent acceptable to the Committee. No fractional shares shall be issued pursuant to the exercise of a Stock Option, and no payment shall be made in lieu of fractional shares. At the discretion of the Committee and provided such payment can be effected without causing the Participant to incur liability under Section 16(b) of the Exchange Act, the exercise price may be paid by assigning and delivering to the Company shares of Common Stock or a combination of cash and such shares equal in value to the exercise price. Any shares so assigned and delivered to the Company in payment or partial payment of the exercise price shall be valued at the closing market price of the Common Stock on the principal exchange or in such other principal market on which the Common Stock is trading on the exercise date.

In addition, at the request of the Participant and to the extent permitted by applicable law, the Company in its discretion may selectively approve arrangements with a brokerage firm under which such brokerage firm, on behalf of the Participant, shall pay to the Company the exercise price of the Stock Options being exercised, and the Company, pursuant to an irrevocable notice from the Participant, shall promptly deliver the shares being purchased to such firm.

7.4 LIMITATION ON INCENTIVE STOCK OPTIONS. With respect to Incentive Stock Options, the aggregate Fair Market Value (determined at the Date of Grant) of the Common Stock with respect to which Incentive Stock Options are exercisable for the first time by a Participant during any calendar year (under all stock option plans of the Company and its Subsidiaries) shall not exceed \$100,000, or such other amount as may be prescribed under the Code or applicable regulations or rulings from time to time.

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ARTICLE VIII

LIMITED STOCK APPRECIATION RIGHTS

8.1 GRANT. The grant of Limited Stock Appreciation Rights under this Plan shall be subject to the terms and conditions of this Article VIII and shall contain such additional terms and conditions, not inconsistent with the express provisions of this Plan, as the Committee shall deem desirable. A Limited Right is a stock appreciation right which is effective only upon a Change in Control (as defined in Section 11.2) and is payable only in cash. The amount of payment to which any grantee of such a Limited Right shall be entitled upon exercise shall be equal to the difference between the exercise price per share of any Common Stock covered by a Stock Option in connection with, whether or not in tandem, such Limited Right and the "Market Price" of a share of Common Stock. For purposes of this Section 8.1, the term "Market Price" shall mean the greater of (i) the highest price per share of Common Stock paid in connection with the Change in Control and (ii) the highest price per share of Common Stock reflected in the NYSE Transactions Report during the sixty-day period prior to the Change in Control. If the Limited Rights are exercised, the tandem Stock Options shall cease to be exercisable to the extent of the Common Stock with respect to which such Limited Rights are exercised.

ARTICLE IX

FORFEITURE AND EXPIRATION OF AWARDS

9.1 TERMINATION. Subject to the express provisions of this Plan and the terms of any applicable Agreement, the Committee, in its discretion,

may provide for the forfeiture or continuation of any Award for such period and upon such terms and conditions as are determined by the Committee in the event that a Participant ceases to be an Employee. In the absence of Committee action or contrary provisions in an Agreement, the following rules shall apply:

(a) with respect to Stock Options, in the event of Retirement, the Stock Options shall continue to vest according to the original schedule, but no Stock Options may be exercised after the expiration of the earlier of the remaining term of such Stock Options or 36 months (12 months in the case of Incentive Stock Options) following the date of Retirement; in the event of permanent and total disability, the Stock Options shall continue to vest according to the original schedule, but no Stock Options may be exercised after the expiration of the earlier of the remaining term of such Stock Options or 12 months following the date of permanent and total disability; in the event of death, Stock

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Options held at the time of death by the Participant may be exercised by the estate or beneficiary of such Participant until the expiration of the earlier of the remaining term of such Stock Options or three years from the date of death; in the event of the Participant's voluntary separation of employment, the Stock Options shall terminate and be forfeited as of the date of separation of employment; in the event of the Participant's involuntary separation of employment, the Stock Options shall be exercisable until the end of the period of the Participant's receipt of installments of severance pay, if any, from the Company; in the event of an involuntary separation of employment without severance pay or if severance pay is paid in a lump sum, the Stock Options shall not be exercisable after the date of separation of employment;

(b) with respect to Limited Rights, in the event of Retirement or permanent and total disability, the Limited Rights shall continue in effect for six months following separation of employment, and such Limited Rights may be exercised during such six-month period; in the event of the Participant's death or voluntary separation of employment, the Limited Rights shall terminate as of the date of separation of employment; provided that Limited Rights pursuant to Section 8.1 may be exercised in accordance with their terms by the holder thereof who separated from employment following a Change in Control, without respect to the separation of employment of such holder.

9.2 LEAVE OF ABSENCE. With respect to an Award, the Committee may, in its sole discretion, determine that any Participant who is on leave of absence for any reason shall be considered to still be in the employ of the Company, provided that rights to such Award during a leave of absence shall be limited to the extent to which such rights were earned or vested when such leave of absence began.

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ARTICLE X

GRANT OF STOCK OPTIONS
AND LIMITED RIGHTS TO (NONEMPLOYEE) DIRECTORS

10.1 GRANT. On the first Tuesday of each December, commencing December 3, 1991, each Director shall be granted automatically an Award consisting of (a) a Nonqualified Stock Option to purchase shares of Common Stock (as constituted on December 3, 1991) and (b) with respect to such number of shares of Common Stock, a Limited Right, subject to applicable law. In respect to any Award under this Section 10.1, the Limited Right component of the Award shall be exercisable only as set forth in Section 8.1 of this Plan. The number of shares of Common Stock to be subject to each Nonqualified Stock Option granted automatically under this Section 10.1 commencing December 3, 1991 and thereafter during the term of this Plan (subject to adjustment as provided in Section 11.1) shall be determined with reference to the Fair Market Value of the Common Stock on the day immediately preceding the date of automatic grant, as follows:

<TABLE>
<CAPTION>

If the Fair Market Value
on the day preceding the
automatic grant is:

<S>
Less than \$10.00
Between \$9.99 and \$20.00

The number of shares
of Common Stock subject
to the Nonqualified Stock
Option grant shall be:

<C>
600
900

Between \$19.99 and \$30.00	1,200
Between \$29.99 and \$40.00	1,500
Between \$39.99 and \$50.00	1,800
Between \$49.99 and \$60.00	2,100
Between \$59.99 and \$70.00	2,400
and, thereafter, in similar increments of \$10.00	and, thereafter, in similar increments of 300 shares

</TABLE>

The foregoing provisions of this Section 10.1 shall not be amended more than once every six months, other than to comport with changes in the Code, the Employee Retirement Income Security Act or the rules thereunder.

10.2 TERMINATION. If a Director's service with the Company terminates by reason of permanent and total disability or retirement from active service as a director of the Company, any Award held by such Director may be exercised for a period of three years from the date of such termination or until the expiration of the Award, whichever is shorter, to the extent to which the individual would on the date of exercise have been entitled to exercise the Award if such individual had continued to serve as a

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Director. If a Director's service with the Company terminates by reason of death or under mutually satisfactory conditions, or if a Director dies within the three-year period following termination by reason of permanent and total disability or retirement from active service as a director of the Company or within the one-year period following termination under mutually satisfactory conditions, any Award held by such Director may be exercised for a period of one year from the date of such termination or post-termination death, as the case may be, or until the expiration of the stated term of the Award, whichever is shorter, to the extent to which the individual would on the date of exercise have been entitled to exercise the Award if such individual had continued to serve as a Director. All applicable provisions of this Plan not inconsistent with this Article X shall apply to Awards granted to Directors; provided, however, that the Committee may not exercise discretion under any provision of this Plan with respect to Awards granted under this Article X to the extent that such discretion is inconsistent with Rule 16b-3. The maximum number of shares of Common Stock as to which Nonqualified Stock Options may be granted to any Director under this Plan shall be 25,000 shares of Common Stock (as constituted on December 3, 1991).

ARTICLE XI

ADJUSTMENT PROVISIONS

11.1 SHARE ADJUSTMENTS. If the number of outstanding shares of Common Stock is increased, decreased, or exchanged for a different number or kind of shares or other securities, or if additional, new, or different shares or other securities are distributed with respect to such shares of Common Stock or other securities through merger, consolidation, sale of all or substantially all of the assets of the Company, reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split, or other distribution with respect to such shares of Common Stock or other securities, an appropriate adjustment in order to preserve the benefits or potential benefits intended to be made available to the Participants may be made, in the discretion of the Committee, in all or any of the following: (i) the maximum number and kind of shares provided in Section 3.1; (ii) the number and kind of shares or other securities subject to then outstanding Awards; and (iii) the price for each share or other unit of any other securities subject to then outstanding Awards. The Committee may also make any other adjustments, or take such action as the Committee, in its discretion, deems appropriate in order to preserve the benefits or potential benefits intended to be made available to the Participants. Any fractional share resulting from such adjustment may be eliminated.

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11.2 CORPORATE CHANGES. Subject to Article XIII, upon (i) the dissolution or liquidation of the Company; (ii) a reorganization, merger, or consolidation (other than a merger or consolidation effecting a reincorporation of the Company in another state or any other merger or consolidation in which the shareholders of the surviving corporation and their proportionate interests therein immediately after the merger or consolidation are substantially identical to the shareholders of the Company and their proportionate interests therein immediately prior to the merger or consolidation) of the Company with one or more corporations, following which the Company is not the surviving

corporation (or survives only as a subsidiary of another corporation in a transaction in which the shareholders of the parent of the Company and their proportionate interests therein immediately after the transaction are not substantially identical to the shareholders of the Company and their proportionate interests therein immediately prior to the transaction); (iii) the sale of all or substantially all of the assets of the Company; or (iv) the occurrence of a Change in Control, subject to the terms of any applicable Agreement, the Committee serving prior to the date of the applicable event may, to the extent permitted in Section 3.1 of this Plan, in its discretion and without obtaining shareholder approval, take any one or more of the following actions with respect to any Participant:

- (a) accelerate the exercise dates of any or all outstanding Awards;
- (b) grant Limited Rights to holders of outstanding Stock Options;
- (c) pay cash to any or all holders of Stock Options in exchange for the cancellation of their outstanding Stock Options;
- (d) grant new Awards to any Participants; or
- (e) make any other adjustments or amendments to outstanding Awards or determine that there shall be substitution of new Awards by such successor employer corporation or a parent or subsidiary company thereof, with appropriate adjustments as to the number and kind of shares or units subject to such awards and prices.

For purposes of this Plan and subject to the last sentence of this paragraph, a "Change in Control" shall mean a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A, as in effect on the date hereof, promulgated under the Exchange Act; provided that, without limitation, a Change in Control shall be deemed to have occurred if (a) any "Person" (as such term is used

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in Section 13(d) and Section 14(d) of the Exchange Act), except for (i) those certain trustees under Deeds of Trust dated August 21, 1951 and under the Will of John E. Barbey, deceased (a "Trust" or the "Trusts"), and (ii) any employee benefit plan of the Company or any Subsidiary, or any entity holding voting securities of the Company for or pursuant to the terms of any such plan (a "Benefit Plan" or the "Benefit Plans"), is or becomes the beneficial owner, directly or indirectly, of securities of the Company representing 20% or more of the combined voting power of the Company's then outstanding securities; (b) there occurs a contested proxy solicitation of the Company's shareholders that results in the contesting party obtaining the ability to vote securities representing 30% or more of the combined voting power of the Company's then outstanding securities; (c) there occurs a sale, exchange, transfer or other disposition of substantially all of the assets of the Company to another entity, except to an entity controlled directly or indirectly by the Company, or a merger, consolidation or other reorganization of the Company in which the Company is not the surviving entity, or a plan of liquidation or dissolution of the Company other than pursuant to bankruptcy or insolvency laws is adopted; or (d) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board cease for any reason to constitute at least a majority thereof unless the election, or the nomination for election by the Company's shareholders, of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period. Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have occurred for purposes of this Plan (i) in the event of a sale, exchange, transfer or other disposition of substantially all of the assets of the Company to, or a merger, consolidation or other reorganization involving the Company and, the Participant, alone or with other Participants, or any entity in which the Participant (alone or with other Participants) has, directly or indirectly, at least a 5% equity or ownership interest or (ii) in a transaction otherwise commonly referred to as a "management leveraged buy-out."

Clause (a) of the preceding paragraph to the contrary notwithstanding, a Change in Control shall not be deemed to have occurred if a Person becomes the beneficial owner, directly or indirectly, of securities of the Company representing 20% or more of the combined voting power of the Company's then outstanding securities solely as the result of an acquisition by the Company or any Subsidiary of the Company of voting securities of the Company which, by reducing the number of shares outstanding, increases the proportionate number of shares beneficially owned by such Person to 20% or more of the combined voting power of the Company's then outstanding securities; provided, however, that if a Person becomes the beneficial owner of 20% or more of the combined voting power of the Company's then outstanding securities by reason of share

purchases by the Company or any Subsidiary and shall, after such share purchases by the Company or a Subsidiary, become the beneficial owner, directly or indirectly, of any additional voting securities of the Company, then a Change in Control of the Company shall be deemed to have occurred with respect to such Person under clause (a) of the preceding paragraph. The foregoing to the contrary notwithstanding, in no event shall a Change in Control of the Company be deemed to occur under the said clause (a) above with respect to the Trusts or Benefit Plans.

Clauses (a) and (b) of the second preceding paragraph to the contrary notwithstanding, the Board may, by resolution adopted by at least two-thirds of the directors who were in office at the date a Change in Control occurred, declare that a Change in Control described in said clauses (a) or (b) has become ineffective for purposes of this Plan if all of the following conditions then exist: (i) the declaration is made prior to the death, disability or termination of employment of the Participant and within 120 days of the Change in Control; and (ii) no Person, except for (A) the Trusts, and (B) the Benefit Plans, either is the beneficial owner, directly or indirectly, of securities of the Company representing 10% or more of the combined voting power of the Company's outstanding securities or has the ability or power to vote securities representing 10% or more of the combined voting power of the Company's then outstanding securities. If such a declaration shall be properly made, no actions or adjustments may be taken or made under this Section 11.2 as a result of such prior but now ineffective Change in Control, but such actions or adjustments may be taken or made and this Plan shall remain enforceable as a result of any other Change in Control unless it is similarly declared to be ineffective.

11.3 BINDING DETERMINATION. Adjustments under Sections 11.1 and 11.2 shall be made by the Committee, and its determination as to what adjustments shall be made and the extent thereof shall be final, binding, and conclusive.

ARTICLE XII

GENERAL PROVISIONS

12.1 NO RIGHT TO EMPLOYMENT. Nothing in this Plan or in any instrument executed pursuant to this Plan shall confer upon any Participant any right to continue in the employ of the Company or a Subsidiary or affect the Company's or a Subsidiary's right to terminate the employment of any Participant at any time with or without cause.

12.2 SECURITIES REQUIREMENTS. No shares of Common Stock shall be issued or transferred pursuant to an Award unless all applicable requirements imposed by federal and state laws, regulatory agencies, and securities exchanges upon which the Common Stock may be listed have been fully complied with. As a condition precedent to the issuance of shares pursuant to the grant or exercise of an Award, the Company may require the Participant to take any reasonable action to meet such requirements.

12.3 NO RIGHT TO STOCK. No Participant and no beneficiary or other person claiming under or through such Participant shall have any right, title, or interest in any shares of Common Stock allocated or reserved under this Plan or subject to any Award except as to such shares of Common Stock, if any, that have been issued or transferred to such Participant.

12.4 WITHHOLDING. The Company or a Subsidiary, as appropriate, shall have the right to deduct from all Awards paid in cash any federal, state, or local taxes as required by law to be withheld with respect to such cash payments. In the case of Awards paid in Common Stock, the Participant or other person receiving such Common Stock may be required to pay to the Company or a Subsidiary, as appropriate, the amount of any such taxes which the Company or Subsidiary is required to withhold with respect to such Common Stock. Also, at the discretion of the Committee and provided such withholding can be effected without causing the participant to incur liability under Section 16(b) of the Exchange Act, the Participant may (i) direct the Company or Subsidiary to withhold from the shares of Common Stock to be issued or transferred to the Participant the number of shares necessary to satisfy the Company's or Subsidiary's obligation to withhold taxes, such determination to be based on the shares' Fair Market Value as of the date on which tax withholding is to be made, (ii) deliver sufficient shares of Common Stock (based upon the Fair Market Value at the date of withholding) to satisfy the withholding

obligations, or (iii) deliver sufficient cash to satisfy the withholding obligations. Participants who elect to use such a stock withholding feature must make the election at the time and in the manner prescribed by the Committee.

12.5 NO DISPOSITION. No Award under this Plan may be the subject of any Disposition (excluding shares of Common Stock with respect to which all restrictions have lapsed), other than by will or the laws of descent or distribution or pursuant to a qualified domestic relations order as defined by the Code or Title I of the Employee Retirement Income Security Act, or the rules thereunder. Any attempted Disposition in violation of this provision shall be void and ineffective for all purposes.

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12.6 SEVERABILITY; CONSTRUCTION. If any provision of this Plan is held to be illegal or invalid for any reason, then the illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable and this Plan shall be construed and enforced as if the illegal or invalid provision had never been included herein. Headings and subheadings are for convenience only and not to be conclusive with respect to construction of this Plan.

12.7 GOVERNING LAW. All questions arising with respect to the provisions of this Plan shall be determined by application of the laws of the Commonwealth of Pennsylvania, except as may be required by applicable federal law.

12.8 OTHER DEFERRALS. The Committee may permit selected Participants to elect to defer payment of Awards in accordance with procedures established by the Committee including, without limitation, procedures intended to defer taxation on such deferrals until receipt (including procedures designed to avoid incurrence of liability under Section 16(b) of the Exchange Act). Any deferred payment, whether elected by the Participant or specified by an Agreement or by the Committee, may require forfeiture in accordance with stated events, as determined by the Committee.

ARTICLE XIII

AMENDMENT AND TERMINATION

13.1 AMENDMENTS; SUSPENSION; TERMINATION. The Board may at any time amend, suspend (and if suspended, may reinstate) or terminate this Plan; provided, however, that after the shareholders have approved this Plan in accordance with Section 14.1, the Board may not, without approval of the shareholders of the Company, amend this Plan so as to (a) increase the number of shares of Common Stock subject to this Plan except as permitted in Article XI or (b) reduce the exercise price for shares of Common Stock covered by Stock Options granted hereunder below the applicable price specified in Article VII of this Plan; and provided further, that the Board may not modify, impair or cancel any outstanding Award without the consent of the affected Participant.

ARTICLE XIV

DATE OF PLAN ADOPTION

14.1 DATE OF PLAN ADOPTION. This Plan has been adopted by the Board on October 15, 1991, subject to shareholder approval. If the requisite shareholder approval is not obtained, then the Plan shall

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become null and void ab initio and of no further force or effect. This Plan shall continue in effect with respect to Awards granted before termination of this Plan and until such Awards have been settled, terminated or forfeited.

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April 29, 1994

V.F. Corporation
P.O. Box 1022
Reading, PA 19603

Re: V.F. Corporation's Post-Effective Amendment No. 1 to the
Registration Statement on Form S-8/S-3 (No. 33-55014)

Gentlemen:

We have participated in the preparation of the Post-Effective Amendment No. 1 to V.F. Corporation's Registration Statement No. 33- 55014 on Form S-8/S-3 to be filed with the Securities and Exchange Commission by V.F. Corporation ("VF") for the purpose of registering shares of Common Stock reserved for issuance upon exercise of stock options granted to employees of V.F. Corporation pursuant to its 1982 and 1991 Stock Option Plans and the related Prospectus of V.F. Corporation that registers for resale the shares by certain Selling Shareholders listed therein. The Post-Effective Amendment also constitutes Post-Effective Amendment No. 3 to V.F. Corporation's Registration Statement on Form S- 8/S-3 (Registration No. 2-26566) and Post-Effective Amendment No. 7 to VF's Registration Statement on Form S-8/S-3 (Registration No. 2-85579), which relate to shares of Common Stock of VF reserved for issuance upon exercise of stock options granted to employees of VF pursuant to VF's 1982 and 1991 Stock Option Plan. As counsel to VF, we have examined such corporate records, certificates and other documents as we considered to be relevant and necessary to express the opinion hereinafter set forth.

On the basis of the foregoing and of our consideration of such other legal and factual matters as we have deemed appropriate, we are of the opinion that the Common Stock of VF covered by the Registration Statement has been duly authorized and, when the options granted under the Plan are exercised, will be legally issued, fully paid and non-assessable, assuming that the applicable option exercise price (as that term is defined in the Plan) is paid with respect to each share of Common Stock prior to issuance and full compliance with the Plan is otherwise made.

This opinion is being delivered to you in compliance with Item 601(b)(5)(i) of Regulation S-K of the Securities and Exchange Commission. This firm consents to the filing of this opinion as an exhibit to the Registration Statement.

Very truly yours,

CLARK, LADNER, FORTENBAUGH & YOUNG

CONSENT OF INDEPENDENT AUDITORS

We consent to the reference to our firm under the captions "Experts" and "Item 3 (Form S-8) Incorporation of Documents by Reference" in this Registration Statement on Form S-8/S-3 relating to the registration of shares of Common Stock reserved for issuance upon exercise of stock options granted to employees of VF Corporation pursuant to its 1982 and 1991 Stock Option Plans and the related Prospectus of VF Corporation relating to the resale of such shares by certain Selling Shareholders listed therein, and to the incorporation by reference therein of our report dated February 4, 1994 with respect to the consolidated financial statements and schedules of VF Corporation incorporated by reference in its Annual Report on Form 10-K for the fiscal year ended January 1, 1994 filed with the Securities and Exchange Commission.

ERNST & YOUNG

Reading, Pennsylvania
April 29, 1994

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in this Registration Statement on Form S-8/S-3 relating to the registration of shares of Common Stock reserved for issuance upon exercise of stock options granted to employees of VF Corporation pursuant to its 1982 and 1991 Stock Option Plans and the related Prospectus of VF Corporation relating to the resale of such shares by certain Selling Shareholders listed therein of our report dated March 3, 1993, on the consolidated financial statements of Nutmeg Industries, Inc. for the fiscal year ended January 30, 1993, included in the Current Report on Form 8-K as amended on the Form 8-K/A of VF Corporation dated January 19, 1994.

ERNST & YOUNG

Tampa, Florida
April 29, 1994

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned V.F. Corporation, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania ("VF"), and the undersigned directors and officers of VF hereby constitute and appoint L.M. Tarnoski, G.G. Johnson and R.K. Shearer, and each of them, severally, its and his true and lawful attorneys and agents at any time and from time to time to do any and all acts and things and execute in his name (whether on behalf of VF, or by attesting the seal of VF or otherwise), any and all instruments and documents which said attorneys and agents, or any of them, may deem necessary or advisable and may be required to enable VF and the Plan to comply with the Securities Act of 1933, as amended ("Act"), and any rules, regulations or requirements of the Securities and Exchange Commission ("Commission") in respect thereof, in connection with the 1991 Stock Option Plan (the "Plan") and of shares of Common Stock of VF offered pursuant to or in connection with the Plan, including specifically, but without limiting the generality of the foregoing, power of attorney to sign the name of VF and affix the corporate seal and to sign the names of the undersigned directors and officers to all registration statements, and all amendments and supplements thereto, on Form S-8/S-3 or on any other appropriate Form, hereafter filed with the Commission and all instruments or documents filed as a part thereof or in connection therewith, and each of the undersigned hereby ratifies and confirms all that said attorneys, agents, or any of them, shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, each of the undersigned has subscribed to these presents as of the 25th day of November, 1992.

V.F. CORPORATION

Attest:

By: /s/L.R. Pugh

L.R. Pugh
Chairman of the Board,
President and Chief
Executive Officer

/s/L.M. Tarnoski
L.M. Tarnoski
Vice President and Secretary
[CORPORATE SEAL]
Principal Executive Officer:

/s/L.R. Pugh

L.R. Pugh
Chairman of the Board, President,
Chief Executive Officer and Director

Principal Financial Officer:

/s/G.G. Johnson

G.G. Johnson
Vice President - Finance

Principal Accounting Officer:

/s/Leon C. Holt, Jr.

Leon C. Holt, Jr., Director

/s/R.K. Shearer

R.K. Shearer, Controller

/s/J. Berkley Ingram, Jr.

J. Berkley Ingram, Jr., Director

/s/Robert D. Buzzell

Robert D. Buzzell, Director

/s/Robert F. Longbine

Robert F. Longbine, Director

/s/Edward E. Crutchfield, Jr.

Edward E. Crutchfield, Jr., Director

/s/William E. Pike

William E. Pike, Director

/s/Barbara S. Feigin

Barbara S. Feigin, Director

/s/M. Rust Sharp

M. Rust Sharp, Director

/s/Roger S. Hillas

Roger S. Hillas, Director

/s/L. Dudley Walker

L. Dudley Walker, Director

Exhibit 24

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned directors of V.F. Corporation ("VF") hereby constitute and appoint L.M. Tarnoski, G.G. Johnson and R.K. Shearer, and each of them, severally, his/her true and lawful attorneys and agents at any time and from time to time to do any and all acts and things and execute in his/her name any and all instruments and documents which said attorneys and agents, or any of them, may deem necessary or advisable and may be required to enable VF to comply with the Securities Act of 1933, as amended ("Act"), and any rules, regulations or requirements of the Securities and Exchange Commission ("Commission") in respect thereof, in connection with shares of Common Stock of VF offered pursuant to or in connection with the 1991 Stock Option Plan ("Plan"), including specifically, but without limiting the generality of the foregoing, power of attorney to sign the names of the undersigned directors to all registration statements, and all amendments and supplements thereto, on Form S-8/S-3 or on any other appropriate Form, hereafter filed with the Commission and all instruments or documents filed as a part thereof or in connection therewith, and each of the undersigned hereby ratifies and confirms all that said attorneys, agents, or any of them, shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, each of the undersigned has subscribed to these presents as of the 19th day of April, 1994.

V.F. CORPORATION

/s/ Ursula F. Fairbairn

Ursula F. Fairbairn, Director

/s/ Mackey J. McDonald

Mackey J. McDonald, Director