

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934

(Amendment No. 9)

VENATOR GROUP, INC.
(formerly named Woolworth Corporation)
(Name of Issuer)

Common Stock, \$.01 par value per share
(Title of class of securities)

980883 10 2
(CUSIP number)

Gary K. Duberstein, Esq.
Greenway Partners, L.P.
277 Park Avenue, 27th Floor
New York, New York 10172
(212) 350-5100

(Name, address and telephone number of person authorized
to receive notices and communications)

March 12, 1999
(Date of event which requires filing of this statement)

If the filing person has previously filed a statement on Schedule 13G to report
the acquisition that is the subject of this Schedule 13D, and is filing this
schedule because of ss.ss. 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the
following box [].

Note: Schedules filed in paper format shall include a signed original and five
copies of the schedule, including all exhibits. See ss. 240.13d-7 for other
parties to whom copies are to be sent.

(Continued on following pages)

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CUSIP No. 980883 10 2 13D Page 2 of 18 Pages

1 NAME OF REPORTING PERSON GREENWAY PARTNERS, L.P.
S.S. OR I.R.S. IDENTIFICATION NO. 13-3714238
OF ABOVE PERSON

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

3 SEC USE ONLY

4 SOURCE OF FUNDS: WC, 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e): []

6 CITIZENSHIP OR PLACE OF ORGANIZATION: Delaware

NUMBER OF SHARES 7 SOLE VOTING POWER: 2,350,000

BENEFICIALLY OWNED BY 8 SHARED VOTING POWER: 0

EACH 9 SOLE DISPOSITIVE POWER: 2,350,000

REPORTING

PERSON WITH	10	SHARED DISPOSITIVE POWER:	0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON:		2,350,000
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES:		<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):		1.7%
14	TYPE OF REPORTING PERSON:		PN

1 NAME OF REPORTING PERSON GREENTREE PARTNERS, L.P.
S.S. OR I.R.S. IDENTIFICATION NO. 13-3752875
OF ABOVE PERSON

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

3 SEC USE ONLY

4 SOURCE OF FUNDS: WC, 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e):

6 CITIZENSHIP OR PLACE OF ORGANIZATION: Delaware

NUMBER OF 7 SOLE VOTING POWER: 1,500,900
SHARES

BENEFICIALLY 8 SHARED VOTING POWER: 0
OWNED BY

EACH 9 SOLE DISPOSITIVE POWER: 1,500,900
REPORTING

PERSON WITH 10 SHARED DISPOSITIVE POWER: 0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING
PERSON: 1,500,900

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

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 1.1%

14 TYPE OF REPORTING PERSON: PN

1 NAME OF REPORTING PERSON GREENHOUSE PARTNERS, L.P.
S.S. OR I.R.S. IDENTIFICATION NO. 13-3793447
OF ABOVE PERSON

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

3 SEC USE ONLY

4 SOURCE OF FUNDS: WC, AF, 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e):

6 CITIZENSHIP OR PLACE OF ORGANIZATION: Delaware

NUMBER OF 7 SOLE VOTING POWER: 0
SHARES

BENEFICIALLY 8 SHARED VOTING POWER: 2,350,000
OWNED BY

EACH 9 SOLE DISPOSITIVE POWER: 0
REPORTING

PERSON WITH 10 SHARED DISPOSITIVE POWER: 2,350,000

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING
PERSON: 2,350,000

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

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 1.7%

14 TYPE OF REPORTING PERSON: PN

1 NAME OF REPORTING PERSON GREENHUT, L.L.C.
S.S. OR I.R.S. IDENTIFICATION NO. 13-3793450
OF ABOVE PERSON

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

3 SEC USE ONLY

4 SOURCE OF FUNDS: WC, AF, 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e):

6 CITIZENSHIP OR PLACE OF ORGANIZATION: Delaware

NUMBER OF SHARES 7 SOLE VOTING POWER: 0

BENEFICIALLY OWNED BY 8 SHARED VOTING POWER: 1,500,900

EACH REPORTING 9 SOLE DISPOSITIVE POWER: 0

PERSON WITH 10 SHARED DISPOSITIVE POWER: 1,500,900

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING
PERSON: 1,500,900

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

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 1.1%

14 TYPE OF REPORTING PERSON: 00

1 NAME OF REPORTING PERSON GREENBELT CORP.
S.S. OR I.R.S. IDENTIFICATION NO. 13-3791931
OF ABOVE PERSON

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

3 SEC USE ONLY

4 SOURCE OF FUNDS: 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e):

6 CITIZENSHIP OR PLACE OF ORGANIZATION: Delaware

NUMBER OF 7 SOLE VOTING POWER: 13,336,322
SHARES

BENEFICIALLY 8 SHARED VOTING POWER: 0
OWNED BY

EACH 9 SOLE DISPOSITIVE POWER: 13,336,322
REPORTING

PERSON WITH 10 SHARED DISPOSITIVE POWER: 0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING
PERSON: 13,336,322

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

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 9.8%

14 TYPE OF REPORTING PERSON: CO

1 NAME OF REPORTING PERSON GREENSEA OFFSHORE, L.P.
S.S. OR I.R.S. IDENTIFICATION NO.
OF ABOVE PERSON

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

3 SEC USE ONLY

4 SOURCE OF FUNDS: WC, 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e):

6 CITIZENSHIP OR PLACE OF ORGANIZATION: Cayman Islands

NUMBER OF SHARES 7 SOLE VOTING POWER: 2,250,000

BENEFICIALLY OWNED BY 8 SHARED VOTING POWER: 0

EACH REPORTING 9 SOLE DISPOSITIVE POWER: 2,250,000

PERSON WITH 10 SHARED DISPOSITIVE POWER: 0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING
PERSON: 2,250,000

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

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 1.7%

14 TYPE OF REPORTING PERSON: PN

1 NAME OF REPORTING PERSON GREENHUT OVERSEAS, L.L.C.
S.S. OR I.R.S. IDENTIFICATION NO. 13-3868906
OF ABOVE PERSON

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

3 SEC USE ONLY

4 SOURCE OF FUNDS: WC, AF, 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e):

6 CITIZENSHIP OR PLACE OF ORGANIZATION: Delaware

NUMBER OF SHARES 7 SOLE VOTING POWER: 0

BENEFICIALLY OWNED BY 8 SHARED VOTING POWER: 2,250,000

EACH REPORTING 9 SOLE DISPOSITIVE POWER: 0

PERSON WITH 10 SHARED DISPOSITIVE POWER: 2,250,000

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING
PERSON: 2,250,000

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

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 1.7%

14 TYPE OF REPORTING PERSON: 00

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

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

3 SEC USE ONLY

4 SOURCE OF FUNDS: PF, AF, 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e):

6 CITIZENSHIP OR PLACE OF ORGANIZATION: United States

7 NUMBER OF SHARES SOLE VOTING POWER: 541,800

8 BENEFICIALLY OWNED BY SHARED VOTING POWER: 19,437,222

9 EACH REPORTING SOLE DISPOSITIVE POWER: 541,800

10 PERSON WITH SHARED DISPOSITIVE POWER: 19,437,222

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING
PERSON: 19,979,022

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

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 14.7%

14 TYPE OF REPORTING PERSON: IN

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

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

3 SEC USE ONLY

4 SOURCE OF FUNDS: PF, AF, 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e):

6 CITIZENSHIP OR PLACE OF ORGANIZATION: United States

7 NUMBER OF SHARES SOLE VOTING POWER: 0

8 BENEFICIALLY OWNED BY SHARED VOTING POWER: 19,437,222

9 EACH REPORTING SOLE DISPOSITIVE POWER: 0

10 PERSON WITH SHARED DISPOSITIVE POWER: 19,437,222

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING
PERSON: 19,437,222

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

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 14.3%

14 TYPE OF REPORTING PERSON: IN

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

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

3 SEC USE ONLY

4 SOURCE OF FUNDS: PF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e):

6 CITIZENSHIP OR PLACE OF ORGANIZATION: United States

NUMBER OF 7 SOLE VOTING POWER: 590
SHARES

BENEFICIALLY 8 SHARED VOTING POWER: 0
OWNED BY

EACH 9 SOLE DISPOSITIVE POWER: 590
REPORTING

PERSON WITH 10 SHARED DISPOSITIVE POWER: 0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING
PERSON: 0

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

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): less than
0.1%

14 TYPE OF REPORTING PERSON: IN

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

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

3 SEC USE ONLY

4 SOURCE OF FUNDS: PF, 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEM 2(d) OR 2(e):

6 CITIZENSHIP OR PLACE OF ORGANIZATION: United States

7 NUMBER OF SHARES SOLE VOTING POWER: 120,000

8 BENEFICIALLY OWNED BY SHARED VOTING POWER: 0

9 EACH REPORTING SOLE DISPOSITIVE POWER: 120,000

10 PERSON WITH SHARED DISPOSITIVE POWER: 0

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING
PERSON: 0

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

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): less than
0.1%

14 TYPE OF REPORTING PERSON: IN

This Amendment No. 9 ("Amendment No. 9") amends the Statement on Schedule 13D (the "Schedule 13D") filed on May 18, 1998, as amended by Amendment No. 1 filed on June 5, 1998, Amendment No. 2 filed on July 7, 1998, Amendment No. 3 filed on August 23, 1998, Amendment No. 4 filed on October 2, 1998, Amendment No. 5 filed on December 1, 1998, Amendment No. 6 filed on January 6, 1999, Amendment No. 7 filed on January 29, 1999 and Amendment No. 8 filed on March 12, 1999 by and on behalf of Greenway Partners, L.P. ("Greenway"), Greentree Partners, L.P. ("Greentree"), Greenhouse Partners, L.P. ("Greenhouse"), Greenhut, L.L.C. ("Greenhut"), Greenbelt Corp. ("Greenbelt"), Greensea Offshore, L.P. ("Greensea"), Greenhut Overseas, L.L.C. ("Greenhut Overseas"), Alfred D. Kingsley ("Kingsley") and Gary K. Duberstein ("Duberstein"); the foregoing persons being referred to collectively as the "Original Reporting Persons"). This Amendment No. 9 also adds Andrew P. Hines ("Hines") and Howard Stein ("Stein") as reporting persons (the "New Reporting Persons" and, together with the Original Reporting Persons, the "Reporting Persons"). Capitalized terms used herein and not defined herein have the meanings ascribed thereto in the Schedule 13D.

This Amendment No. 9 represents the joint filing of the Reporting Persons.

Hines' business address is c/o Outboard Marine Corporation, 100 Sea Horse Drive, Waukegan, Illinois 60085. Hines has been Executive Vice President, Chief Financial Officer and a Director of Outboard Marine Corporation (a manufacturer of outboard marine engines and boats) since October 1997; Chief Financial Officer, Wise Foods, Inc., May 1997 to September 1997; and Senior Vice President and Chief Financial Officer of Woolworth Corporation (which was renamed "Venator Group, Inc." in 1998 and is referred to herein as the "Company") from 1994 until April 1997.

Stein's business address is c/o Greenway Partners, L.P., 277 Park Avenue, 27th Floor, New York, New York 10172. Stein was Chairman and Chief Executive Officer of the Dreyfus Corporation from 1970 until August 1996 and he is a former Director of Mellon Bank Corporation.

Neither Hines nor Stein, in the last five years, (i) has been convicted of a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) was party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Hines and Stein are both citizens of the United States.

Except as indicated above, the information set forth in Item 2 of the Schedule 13D remains unchanged.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

Hines purchased an aggregate of approximately 590 Shares pursuant to a 401(k) plan on which he participated while an employee of the Company.

Stein purchased an aggregate of 120,000 Shares for total consideration of \$1,577,363, approximately \$179,000 of which is represented by margin indebtedness from Painewebber Inc.

Except as indicated above, the information set forth in Item 3 of the Schedule 13D remains unchanged.

ITEM 4. PURPOSE OF TRANSACTION

By letter, dated March 25, 1999, that was delivered to the Company on such date, Greenway notified the Company, pursuant to Article II, Section 2 of the By-laws of the Company (the "By-laws"), of the current intention of Greenway to nominate Kingsley, Duberstein, Hines and Stein (collectively, the "Greenway Nominees") for election to the Board of Directors of the Company at the Company's 1999 Annual Meeting of Shareholders (the "1999 Annual Meeting") and provided certain additional information required by the By-laws.

Except as indicated above, the information set forth in Item 4 of the Schedule 13D remains unchanged.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) As of the date of this Statement, the Reporting Persons beneficially owned in the aggregate 20,099,612 Shares constituting 14.8% of the outstanding Shares (the percentage of Shares owned being based upon 135,614,566 Shares outstanding on November 27, 1998, as set forth in the Company's quarterly report on Form 10-Q for the fiscal quarter ended October 31, 1998). The Reporting Persons may be deemed to have direct beneficial ownership of Shares as follows:

Name -----	Number of Shares -----	Approximate Percentage of Outstanding Shares -----
Greenway	2,350,000	1.7%
Greentree	1,500,900	1.1%
Greenbelt	13,336,322	9.8%
Greensea	2,250,000	1.7%
Kingsley	541,800	0.4%
Hines	590	less than 0.1%
Stein	120,000	less than 0.1%

Greenhouse, as the general partner of Greenway, may be deemed to own beneficially (as that term is defined in Rule 13d-3 under the Securities Exchange Act of 1934) Shares which Greenway may be deemed to possess direct beneficial ownership. Each of Kingsley and Duberstein, as general partners of Greenhouse, may be deemed to beneficially own Shares which Greenhouse may be deemed to beneficially own. Each of Kingsley and Duberstein disclaims beneficial ownership of such Shares for all other purposes.

Greenhut, as the general partner of Greentree, may be deemed to own beneficially (as that term is defined in Rule 13d-3 under the Securities Exchange Act of 1934) Shares which Greentree may be deemed to possess direct beneficial ownership. Each of Kingsley and Duberstein, as members of Greenhut, may be deemed to beneficially own Shares which Greenhut may be deemed to beneficially own. Each of Kingsley and Duberstein disclaims beneficial ownership of such Shares for all other purposes.

Greenhut Overseas, as the investment general partner of Greensea, may be deemed to own beneficially (as that term is defined in Rule 13d-3 under the Securities Exchange Act of 1934) Shares which Greensea may be deemed to possess direct beneficial ownership. Each of Kingsley and Duberstein, as members of Greenhut Overseas, may be deemed to beneficially own Shares which Greenhut Overseas may be deemed to beneficially own. Each of Kingsley and Duberstein disclaims beneficial ownership of such Shares for all other purposes.

Greenbelt has direct beneficial ownership of the Shares in the accounts which it manages. In addition, Greenbelt is the investment advisor for Greenland Investment Company Limited, a Cayman Islands company ("Greenland"). In such capacity, Greenbelt has the right to vote and direct the disposition of Shares held by Greenland and, consequently, has direct beneficial ownership of such Shares. Each of Kingsley and Duberstein, as executive officers and directors of Greenbelt, may be deemed to beneficially own Shares which Greenbelt beneficially owns. Each of Kingsley and Duberstein hereby disclaims beneficial ownership of such Shares for all other purposes.

(b) Greenway has the sole power to vote or direct the vote of 2,350,000 Shares and the sole power to dispose or to direct the disposition of such Shares. Greenhouse and Kingsley and Duberstein may be deemed to share with Greenway the power to vote or to direct the vote and to dispose or to direct the disposition of such Shares.

Greentree has the sole power to vote or direct the vote of 1,500,900 Shares and the sole power to dispose or direct the disposition of such Shares. Greenhut and Kingsley and Duberstein may be deemed to share with Greentree the power to vote or to direct the vote and to dispose or to direct the disposition of such Shares.

Greensea has the sole power to vote or direct the vote of 2,250,000 Shares and the sole power to dispose or direct the disposition of such Shares. Greenhut Overseas and Kingsley and Duberstein may be deemed to share with Greensea the power to vote or to direct the vote and to dispose or to direct the disposition of such Shares.

Greenbelt has the sole power to vote or direct the vote of 13,336,322 Shares and the sole power to dispose or direct the disposition of such Shares. Kingsley and Duberstein may be deemed to share with Greenbelt the power to vote or to direct the vote and to dispose or to direct the disposition of such Shares.

Kingsley has the sole power to vote or direct the vote of 541,800 Shares and the sole power to dispose or direct the disposition of such Shares.

Hines has the sole power to vote or direct the vote of 590 Shares and the sole power to dispose or direct the disposition of such Shares. Hines disclaims beneficial ownership of the Shares beneficially owned by each of the other Reporting Persons and each of the Reporting Persons disclaims beneficial ownership of the Shares beneficially owned by Hines.

Stein has the sole power to vote or direct the vote of 120,000 Shares and the sole power to dispose or direct the disposition of such Shares. Each of the other Reporting Persons disclaims beneficial ownership of such Shares. Greenway and its affiliates disclaim beneficial ownership of such Shares. In addition, Stein has an account managed by Greenbelt, which account contains, among other securities, 1,154,000 Shares. Greenbelt also manages accounts for family members and employees of Stein that contain 846,000 Shares. Stein disclaims beneficial ownership of all Shares held in accounts managed by Greenbelt. Stein also is a limited partner of Greenway. Stein disclaims beneficial ownership of Shares beneficially owned by Greenway.

(c) Not applicable.

(d) No other person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Shares, except the dividends from, or proceeds from the sale of Shares in each respective account managed by Greenbelt or held by Greenland will be delivered

into each such respective account or Greenland, as the case may be. Neither any such individual account nor Greenland has an interest in more than five percent of the class of outstanding Shares.

(e) Not applicable.

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

On March 25, 1999, Greenway and Hines entered into a letter agreement (the "Hines Indemnification Letter"), pursuant to which Greenway agreed, among other things, to indemnify and hold harmless Hines from certain liabilities that could arise out of, or result from, Hines serving as a Greenway Nominee. A copy of the Hines Indemnification Letter is filed as Exhibit 15 hereto and incorporated herein by reference.

On March 25, 1999, Greenway and Stein entered into a letter agreement (the "Stein Indemnification Letter"), pursuant to which Greenway agreed, among other things, to indemnify and hold harmless Stein from certain liabilities that could arise out of, or result from, Stein serving as a Greenway Nominee. A copy of the Stein Indemnification Letter is filed as Exhibit 16 hereto and incorporated herein by reference.

Except as indicated above, the information set forth in Item 6 of the Schedule 13D remains unchanged.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

The following Exhibit is filed herewith:

15. Hines Indemnification Letter, dated March 25, 1999, between Greenway and Hines.

16. Stein Indemnification Letter, dated March 25, 1999, between Greenway and Stein.

17. Joint Filing Agreement, dated March 25, 1999, by and among the Reporting Persons.

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SIGNATURES

After reasonable inquiry and to the best of their knowledge and belief, the undersigned certify that the information contained in this Statement is true, complete and correct.

Dated: March 25, 1999

GREENHOUSE PARTNERS, L.P.

By: /s/ Gary K. Duberstein

Gary K. Duberstein, general partner

GREENWAY PARTNERS, L.P.

By: Greenhouse Partners, L.P., its general partner

By: /s/ Gary K. Duberstein

Gary K. Duberstein, general partner

GREENHUT, L.L.C.

By: /s/ Gary K. Duberstein

Gary K. Duberstein, Member

GREENTREE PARTNERS, L.P.

By: Greenhut, L.L.C., its general partner

By: /s/ Gary K. Duberstein

Gary K. Duberstein, Member

GREENHUT OVERSEAS, L.L.C.

By: /s/ Gary K. Duberstein

Gary K. Duberstein, Member

GREENSEA OFFSHORE, L.P.

By: Greenhut Overseas, L.L.C., its investment general partner

By: /s/ Gary K. Duberstein

Gary K. Duberstein, Member

GREENBELT CORP.

By: /s/ Alfred D. Kingsley

Alfred D. Kingsley, President

/s/ Alfred D. Kingsley

Alfred D. Kingsley

/s/ Gary K. Duberstein

Gary K. Duberstein

/s/ Andrew P. Hines

Andrew P. Hines

/s/ Howard Stein

Howard Stein

EXHIBIT INDEX

EXHIBIT NO. -----	DESCRIPTION -----
15.	Hines Indemnification Letter, dated March 25, 1999, between Greenway and Hines.
16.	Stein Indemnification Letter, dated March 25, 1999, between Greenway and Stein.
17.	Joint Filing Agreement, dated March 25, 1999, by and among the Reporting Persons.

Greenway Partners, L.P.
277 Park Avenue, 27th Floor
New York, NY 10172

March 25, 1999

Mr. Andrew P. Hines
c/o Outboard Marine Corporation
100 Sea Horse Drive
Waukegan, IL 60085

Dear Andrew:

You have consented to serve as a nominee (a "Greenway Nominee") of Greenway Partners, L.P. ("Greenway") for election as a director of Venator Group, Inc. (the "Company") at the Company's 1999 Annual Meeting of Shareholders (the "1999 Annual Meeting"). In connection therewith, we mutually agree as follows:

1. We agree to indemnify you and hold you harmless from and against all expenses, liabilities and losses (including attorneys' fees, judgments, fines and amounts paid or to be paid in any settlement) actually incurred or suffered by you in connection with any present or future threatened, pending or contemplated investigation, claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, to which you are made a party or threatened to be made a party by reason of any action or inaction taken or omitted in connection with your service as a Greenway Nominee, the solicitation of proxies in respect of the Greenway Nominees (which include, in addition to yourself, Alfred D. Kingsley, Gary K. Duberstein and Howard Stein) in connection with the 1999 Annual Meeting and any communication to the Company's shareholders or filings with the Securities and Exchange Commission relating thereto (including, without limitation, proxy statements, solicitation materials and statements on Schedule 13D). Notwithstanding anything to the contrary contained herein, we shall not have any obligation to indemnify or hold you harmless from any such expense, liability or loss arising out of your fraud, willful misconduct or gross negligence.

2. Upon receipt by you of actual notice of the commencement of an action or proceeding against you in respect of which indemnity may be sought hereunder, you shall promptly notify us with respect thereto (provided that failure to so notify us shall not relieve us from any liability which we may have on account of this agreement, except to the extent we shall have been actually and materially prejudiced by such failure) and we may elect to assume the defense thereof, including the employment of counsel reasonably satisfactory to you, and shall have the right to settle such action or proceeding (providing that such settlement provides for an unconditional release of you from any liabilities in respect thereof). You shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at your expense unless (a) we have agreed to pay the fees and expenses of such counsel, (b) we shall have failed promptly (after notice thereof from you) to assume the defense of such action or proceeding and employed counsel reasonably satisfactory to you in any such action or proceeding, or (c) the named parties to any such action or proceedings include you and us and you shall have been advised by counsel that there are one or more legal defenses available to us which are different from or additional to those available to you which, if we and you were to be represented by the same counsel, would constitute a conflict of

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interest for such counsel or prejudice the prosecution of defenses available to you in which case, if you notify us in writing that you elect to employ separate counsel at our expense, we shall not have the right to assume the defense of such action or proceeding on your behalf (it being understood, however, that we shall not, in connection with any such action or proceeding or separate but substantially similar or related actions or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses or more than one separate firm of attorneys (together with appropriate local counsel) at any time for you and you shall instruct each separate counsel to reasonably cooperate with us in order to reduce fees and expenses for which we are liable). We shall not be liable for any settlement of any litigation or proceeding affected without our written consent (which consent shall not be unreasonably withheld), but, if settled with

such consent, we agree to indemnify you from and against any loss or liability by reason of such settlement.

3. This agreement is the only agreement between the parties hereto with respect to the subject matter hereof.

4. This agreement may be signed in counterparts, each of which shall be deemed to be an original instrument, and all of which shall together constitute one and the same agreement.

5. This agreement shall be governed by the laws of the State of New York without regard to the principles thereof relating to the conflict or choice of laws.

If the foregoing reflects our mutual understanding and agreement, please so indicate by signing a duplicate of this letter where indicated below and returning it to the undersigned.

Very truly yours,

GREENWAY PARTNERS, L.P.

By: Greenhouse Partners, L.P.
General Partner

By: /s/ Gary K. Duberstein

Gary K. Duberstein
General Partner

Accepted and Agreed:

By: /s/ Andrew P. Hines

Andrew P. Hines

Greenway Partners, L.P.
277 Park Avenue, 27th Floor
New York, NY 10172

March 25, 1999

Mr. Howard Stein
c/o Greenway Partners, L.P.
277 Park Avenue, 27th Floor
New York, NY 10172

Dear Howard:

You have consented to serve as a nominee (a "Greenway Nominee") of Greenway Partners, L.P. ("Greenway") for election as a director of Venator Group, Inc. (the "Company") at the Company's 1999 Annual Meeting of Shareholders (the "1999 Annual Meeting"). In connection therewith, we mutually agree as follows:

1. We agree to indemnify you and hold you harmless from and against all expenses, liabilities and losses (including attorneys' fees, judgments, fines and amounts paid or to be paid in any settlement) actually incurred or suffered by you in connection with any present or future threatened, pending or contemplated investigation, claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, to which you are made a party or threatened to be made a party by reason of any action or inaction taken or omitted in connection with your service as a Greenway Nominee, the solicitation of proxies in respect of the Greenway Nominees (which include, in addition to yourself, Alfred D. Kingsley, Gary K. Duberstein and Howard Stein) in connection with the 1999 Annual Meeting and any communication to the Company's shareholders or filings with the Securities and Exchange Commission relating thereto (including, without limitation, proxy statements, solicitation materials and statements on Schedule 13D). Notwithstanding anything to the contrary contained herein, we shall not have any obligation to indemnify or hold you harmless from any such expense, liability or loss arising out of your fraud, willful misconduct or gross negligence.

2. Upon receipt by you of actual notice of the commencement of an action or proceeding against you in respect of which indemnity may be sought hereunder, you shall promptly notify us with respect thereto (provided that failure to so notify us shall not relieve us from any liability which we may have on account of this agreement, except to the extent we shall have been actually and materially prejudiced by such failure) and we may elect to assume the defense thereof, including the employment of counsel reasonably satisfactory to you, and shall have the right to settle such action or proceeding (providing that such settlement provides for an unconditional release of you from any liabilities in respect thereof). You shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at your expense unless (a) we have agreed to pay the fees and expenses of such counsel, (b) we shall have failed promptly (after notice thereof from you) to assume the defense of such action or proceeding and employed counsel reasonably satisfactory to you in any such action or proceeding, or (c) the named parties to any such action or proceedings include you and us and you shall have been advised by counsel that there are one or more legal defenses available to us which are different from or additional to those available to you which, if we and you were to be represented by the same counsel, would constitute a conflict of

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interest for such counsel or prejudice the prosecution of defenses available to you in which case, if you notify us in writing that you elect to employ separate counsel at our expense, we shall not have the right to assume the defense of such action or proceeding on your behalf (it being understood, however, that we shall not, in connection with any such action or proceeding or separate but substantially similar or related actions or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses or more than one separate firm of attorneys (together with appropriate local counsel) at any time for you and you shall instruct each separate counsel to reasonably cooperate with us in order to reduce fees and expenses for which we are liable). We shall not be liable for any settlement of any litigation or proceeding affected without our written consent (which consent shall not be unreasonably withheld), but, if settled with

such consent, we agree to indemnify you from and against any loss or liability by reason of such settlement.

3. This agreement is the only agreement between the parties hereto with respect to the subject matter hereof.

4. This agreement may be signed in counterparts, each of which shall be deemed to be an original instrument, and all of which shall together constitute one and the same agreement.

5. This agreement shall be governed by the laws of the State of New York without regard to the principles thereof relating to the conflict or choice of laws.

If the foregoing reflects our mutual understanding and agreement, please so indicate by signing a duplicate of this letter where indicated below and returning it to the undersigned.

Very truly yours,

GREENWAY PARTNERS, L.P.

By: Greenhouse Partners, L.P.
General Partner

By: /s/ Gary K. Duberstein

Gary K. Duberstein
General Partner

Accepted and Agreed:

By: /s/ Howard Stein

Howard Stein

The undersigned acknowledge and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement on Schedule 13D shall be filed on behalf of each of the undersigned without the necessity of filing additional joint acquisition statements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning him or her contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that he or she knows of or has reason to believe that such information is not accurate.

Dated: March 25, 1999

GREENHOUSE PARTNERS, L.P.

By: /s/ Gary K. Duberstein

Gary K. Duberstein, general partner

GREENWAY PARTNERS, L.P.

By: Greenhouse Partners, L.P., its
general partner

By: /s/ Gary K. Duberstein

Gary K. Duberstein, general partner

GREENHUT, L.L.C.

By: /s/ Gary K. Duberstein

Gary K. Duberstein, Member

GREENTREE PARTNERS, L.P.

By: Greenhut, L.L.C., its general
partner

By: /s/ Gary K. Duberstein

Gary K. Duberstein, Member

GREENHUT OVERSEAS, L.L.C.

By: /s/ Gary K. Duberstein

Gary K. Duberstein, Member

GREENSEA OFFSHORE, L.P.

By: Greenhut Overseas, L.L.C., its
investment general partner

By: /s/ Gary K. Duberstein

Gary K. Duberstein, Member

GREENBELT CORP.

By: /s/ Alfred D. Kingsley

Alfred D. Kingsley, President

/s/ Alfred D. Kingsley

Alfred D. Kingsley

/s/ Gary K. Duberstein

Gary K. Duberstein

/s/ Andrew P. Hines

Andrew P. Hines

/s/ Howard Stein

Howard Stein