

Registration No. 333-_____

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT
Under
The Securities Act of 1933

MANPOWER INC.
(Exact Name of Registrant as Specified in Charter)

Wisconsin (State of Incorporation) 39-1672779 (I.R.S. Employer Identification No.)

5301 North Ironwood Road Milwaukee, Wisconsin (Address of Principal Executive Offices) 53217 (Zip Code)

STOCK OPTION AGREEMENT BETWEEN JOHN R. WALTER
AND MANPOWER INC. DATED AS OF APRIL 26, 1999

Michael J. Van Handel
Manpower Inc.
5301 North Ironwood Road
Milwaukee, Wisconsin 53217
(414) 961-1000

(Name, address and telephone number, including area code, of agent for service)

With copies to:
Scott A. Moehrke
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, Wisconsin 53202
(414) 273-3500

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, .01 par value	175,000	\$22.6875(1)	\$3,970,312.50	\$1,103.75(1)

(1) The registration fee is calculated pursuant to Rule 457(c) under the Securities Act of 1933, as amended. The registration fee is based on the average of the high and low price of a share of Manpower Inc. common stock on July 1, 1999 on the New York Stock Exchange, as reported in the Midwest Edition of The Wall Street Journal on July 2, 1999.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The following documents are incorporated by reference in this Registration Statement:

- (a) The Registrant's Annual Report on Form 10-K for the fiscal year ended December 31, 1998.
- (b) The Registrant's Quarterly Report on Form 10-Q for

the quarter ended March 31, 1999.

- (c) The Registrant's Current Report on Form 8-K for the period ended April 26, 1999.
- (d) The description of the Registrant's common stock contained in the Registrant's Registration Statement pursuant to Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment which indicates that all shares offered have been sold or which deregisters all securities then remaining unsold, shall be deemed incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents.

Item 5. Interests of Named Experts and Counsel

The validity of the issuance of the common stock offered hereby will be passed upon by Godfrey & Kahn, S.C., Milwaukee, Wisconsin. Mr. Dudley J. Godfrey, Jr. is a director of the Registrant and a Senior Shareholder in Godfrey & Kahn, S.C., counsel to the Registrant.

Item 6. Indemnification of Directors and Officers

Sections 180.0850 to 180.0859 of the Wisconsin Statutes require a corporation to indemnify any director or officer who is a party to any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought by or in the right of the corporation or by any other person. A corporation's obligation to indemnify any such person includes the obligation to pay any judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to an employee benefit plan, and all reasonable expenses including fees, costs, charges, disbursements, attorney's and other expenses except in those cases in which liability was incurred as a result of the breach or failure to perform a duty which the director or officer owes to the corporation and the breach or failure to perform constitutes: (i) a willful failure to deal fairly with the corporation or its shareholders in connection with a matter in which the director or officer has a material conflict of interest; (ii) a violation of criminal law, unless the person has reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful; (iii) a transaction from which the person derived an improper personal profit; or (iv) willful misconduct.

Unless otherwise provided in a corporation's articles of incorporation or by-laws or by written agreement, an officer or director seeking indemnification is entitled to indemnification if approved in any of the following manners: (i) by majority vote of a disinterested quorum of the board of directors, or if such quorum of disinterested directors cannot be obtained, by a majority vote of a committee of two or more disinterested directors; (ii) by independent legal counsel; (iii) by a panel of three arbitrators; (iv) by affirmative vote of shareholders; (v) by a court; or (vi) with respect to any additional right to indemnification granted by any other method permitted in Section 180.0858 of the Wisconsin Statutes.

Reasonable expenses incurred by a director or officer who is a party to a proceeding may be reimbursed by a corporation at such time as the

director or officer furnishes to the corporation written affirmation of his good faith belief that he has not breached or failed to perform his duties and a written undertaking to repay any amounts advanced if it is determined that indemnification by the corporation is not required.

The indemnification provisions of Sections 180.0850 to 180.0859 are not exclusive. A corporation may expand an officer's or director's right to indemnification (i) in its articles of incorporation or by-laws; (ii) by written agreement between the director or officer and the corporation; (iii) by resolution of its board of directors; or (iv) by resolution of a majority of all of the corporation's voting shares then issued and outstanding.

As permitted by Section 180.0858, the Company has adopted indemnification provisions in its By-Laws which closely track the statutory indemnification provisions with certain exceptions. In particular, Article VII of the Company's By-Laws provides (i) that an individual shall be indemnified unless it is proven by a final judicial adjudication that indemnification is prohibited, and (ii) payment or reimbursement of expenses, subject to certain limitations, will be mandatory rather than permissive.

The Company's officers and directors currently are covered by officers' and directors' liability insurance.

Item 8. Exhibits

- 4 Stock Option Agreement between John R. Walter and Manpower Inc. dated as of April 26, 1999
- 5 Opinion of Godfrey & Kahn, S.C.
- 23.1 Consent of Arthur Andersen LLP
- 23.2 Consent of Godfrey & Kahn, S.C. (included in Exhibit 5)
- 24 Powers of Attorney

Item 9. Undertakings *

The Registrant hereby undertakes:

(a) (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement to include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, as amended (the "Securities 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.

(b) (4) That, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange 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.

(h) (5) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and

controlling persons of the Registrant pursuant to

the provisions described in Item 6 of this Registration Statement 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 Securities 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 the Securities Act and will be governed by the final adjudication of such issue.

* Paragraphs correspond to Item 512 of Regulation S-K.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Milwaukee, State of Wisconsin, on July 2, 1999.

MANPOWER INC.

By: /s/ Jeffrey A. Joerres
Jeffrey A. Joerres, President
and Chief Executive Officer

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

Signature	Title	Date
/s/Jeffrey A. Joerres Jeffrey A. Joerres	President, Chief Executive Officer and a Director (Principal Executive Officer)	July 2, 1999
/s/Michael J. Van Handel Michael J. Van Handel	Senior Vice President-Chief Financial Officer, Treasurer and Secretary (Principal Financial Officer and Principal Accounting Officer)	July 2, 1999

Directors: John R. Walter, Dudley J. Godfrey, Jr., Marvin B. Goodman,
J. Ira Harris, Terry A. Hueneke, Newton N. Minow,
Gilbert Palay and Dennis Stevenson

By: /s/ Michael J. Van Handel
Michael J. Van Handel
Attorney-In-Fact* July 2, 1999

* Pursuant to authority granted by powers of attorney,
copies of which are filed herewith.

EXHIBIT INDEX

Exhibits

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- 24 Powers of Attorney

STOCK OPTION AGREEMENT

This Stock Option Agreement (this "Agreement") is executed the 26th day of April, 1999, by and between MANPOWER INC., a Wisconsin corporation (the "Corporation"), and John R. Walter (the "Advisor").

WITNESSETH:

WHEREAS, the Corporation has granted to the Advisor, in partial consideration for the advisory services to be rendered by the Advisor to the Corporation, a stock option on the terms provided in this Agreement;

NOW, THEREFORE, it is agreed as follows:

1. Incorporation of 1994 Plan. The terms and conditions of the 1994 Executive Stock Option and Restricted Stock Plan of the Corporation (the "Plan") shall be incorporated herein by reference and, although it is not being granted under such Plan, the Option (as defined below) will be subject to the terms of the Plan as if the Advisor were an employee of the Corporation and as if the option had been granted under the Plan, except to the extent explicitly modified by this Agreement. Unless otherwise provided herein, all capitalized words in this Agreement shall have the meaning ascribed to them in the Plan. The Plan empowers the Committee to make interpretations, rules and regulations thereunder, and, in general, provides that determinations of such Committee with respect to the Plan shall be binding upon the Advisor. A copy of the Plan has been delivered to the Advisor concurrently with the execution of this Agreement.

2. Option; Number of Shares; Option Price. The Advisor shall have the right and option to purchase, on the terms and conditions hereinafter set forth, all or any part of an aggregate of 175,000 Shares (the "Option") at the purchase price of \$23.5625 per share (the "Option Price"), which is 100% of the fair market value of the common stock of the Corporation on the date this option is granted. The Shares purchased shall, at the option of the Corporation, be shares of authorized but unissued common stock or shares of such stock held as treasury shares of the Corporation.

3. Time Limitations on Exercise of Option. The Option shall be exercisable as to all or any portion of the 175,000 Shares commencing on the date hereof. Except as otherwise provided in the Plan, to the extent not previously exercised, the Option shall expire on the tenth anniversary of the date hereof. The Option will be exercisable upon termination of the Advisor's advisory relationship (or, if the Advisor becomes an employee of the Corporation or any of its subsidiaries during the term of the advisory relationship, upon a later termination of such employment relationship) with the Corporation and its subsidiaries only in the manner and to the extent provided in the Plan (applied as if the Advisor were an employee).

4. Method of Exercising Option. The Option may be exercised in whole or in part by delivery to the Corporation, at the office of its Secretary at Milwaukee, Wisconsin, of (a) written notice identifying the Option and stating the number of Shares with respect to which it is being exercised, and (b) payment in full of the Option Price of the Shares then being acquired upon exercise in the manner described in Section 6 of the Plan. The Corporation shall have the right to delay the issue or delivery of any Shares to be delivered hereunder until (a) the completion of such registration or qualification of such shares under

federal, state or foreign law, ruling or regulation as the Corporation shall deem to be necessary or advisable, and (b) receipt from the Advisor of such documents and information as the Corporation may deem necessary or appropriate in connection with such registration or qualification or the issuance of Shares hereunder.

5. Prohibition Against Transfer. Except as otherwise provided by the Committee or as provided in the Plan, the Option, and the rights and privileges conferred hereby, may not be transferred by the Advisor, and during the lifetime of the Advisor the Option shall be exercisable only by the Advisor.

6. Notices. Any notice to be given to the Corporation under the terms of this Agreement shall be given in writing to the Corporation in care of its Secretary at 5301 North Ironwood Road, Milwaukee, Wisconsin 53217. Any notice to be given to the Advisor may be addressed to him at his address as it appears on the records of the Corporation or any subsidiary thereof.

7. Taxes. The Corporation may require payment or reimbursement of or may withhold any tax that it believes is required as a result of the grant or exercise of the Option, and the Corporation may defer making delivery with respect to Shares hereunder until arrangements satisfactory to the Corporation have been made with respect to such withholding obligations.

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

MANPOWER INC.

By: /s/Michael J. Van Handel

/s/John R. Walter
John R. Walter

Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, Wisconsin 53202
Phone (414) 273-3500
Fax (414) 273-5198

July 8, 1999

Manpower Inc.
5301 North Ironwood Road
Milwaukee, WI 53217

Ladies and Gentlemen:

We have acted as your counsel in connection with the offer by Manpower Inc., a Wisconsin corporation (the "Company"), of up to 175,000 shares of common stock, \$.01 par value (the "Shares"). The Shares are to be issued pursuant to the Stock Option Agreement between John R. Walter and the Company dated as of April 26, 1999 (the "Agreement") as described in the Company's Prospectus (the "Prospectus"), including all amendments and supplements thereto, which relates to the Company's Registration Statement on Form S-8, to be filed with the Securities and Exchange Commission on or about July 7, 1999 (the "Registration Statement").

We have examined: (a) the Prospectus and the Registration Statement, (b) the Company's Amended and Restated Articles of Incorporation and Amended and Restated By-Laws, (c) certain resolutions of the Company's Board of Directors, and (d) such other proceedings, documents and records as we have deemed necessary to enable us to render this opinion.

Based on the foregoing, we are of the opinion that the Shares are duly authorized and, upon issuance in accordance with the terms of the Agreement, will be validly issued, fully paid and nonassessable, subject to Section 180.0622(2)(b) of the Wisconsin Statutes, or any successor provision. Section 180.0622(2)(b) of the Wisconsin Statutes provides that shareholders of a corporation may be assessed up to the par value of their shares to satisfy the obligations of such corporation to its employees for services rendered, but not exceeding six months service in the case of any individual employee. Certain Wisconsin courts have interpreted "par value" to mean the full amount paid by the purchaser of shares upon issuance thereof.

We consent to the use of this opinion as an exhibit to the Registration Statement. In giving this consent, however, we do not admit that we are "experts" within the meaning of Section 11 of the Securities Act of 1933, as amended, or within the category of persons whose consent is required by Section 7 of said Act.

Very truly yours,

/s/Godfrey & Kahn, S.C.

GODFREY & KAHN, S.C.

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this Registration Statement of our report dated January 29, 1999 included in Manpower Inc.'s Form 10-K for the year ended December 31, 1998 and to all references to our firm included in this Registration Statement.

/s/Arthur Anderson LLP

ARTHUR ANDERSEN LLP

Milwaukee, Wisconsin
July 2, 1999

POWER OF ATTORNEY

Each of the undersigned directors of Manpower Inc. (the "Company") hereby constitutes and appoints Jeffrey A. Joerres and Michael J. Van Handel, and each of them, the undersigned's true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for the undersigned and in the undersigned's name, place and stead, in any and all capacities, to sign for the undersigned and in the undersigned's name in the capacity as a director of the Company the Registration Statement on Form S-8 relating to the Stock Option Agreement between John R. Walter and Manpower Inc. dated as of April 26, 1999 and any and all amendments (including post-effective amendments) and/or supplements thereto, and to file the same, with all exhibits thereto, other documents in connection therewith, and any amendments to any of the foregoing, with the Securities and Exchange Commission and any other regulatory authority, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or the undersigned's substitute, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned have each executed this Power of Attorney, on one or more counterparts, as of this 23rd day of June, 1999.

/s/John R. Walter
John R. Walter

/s/Dudley J. Godfrey, Jr.
Dudley J. Godfrey, Jr.

/s/Marvin B. Goodman
Marvin B. Goodman

/s/J. Ira Harris
J. Ira Harris

/s/Terry A. Hueneke
Terry A. Hueneke

/s/Newton N. Minow
Newton N. Minow

/s/Gilbert Palay
Gilbert Palay

/s/Dennis Stevenson
Dennis Stevenson

/s/Jeffrey A. Joerres
Jeffrey A. Joerres