

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO RULE 13d-2(a)

(AMENDMENT NO. 19)

THE LIMITED, INC.

(Name of Issuer)

COMMON STOCK, \$0.50 PAR VALUE

532716-10-7

(Title of class of securities)

(CUSIP number)

RAYMOND O. GIETZ, ESQ.
WEIL, GOTSHAL & MANGES LLP
767 FIFTH AVENUE
NEW YORK, NEW YORK 10153
(212) 310-8000

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

MAY 3, 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 Rules 13d-1(e), 13d-1(f) or 13d-1(g), check the following
box .

NYFS01...:\08\80808\0004\306\13D3119X.12D

CUSIP No. 532716-10-7

13D

Page 2

1 NAME OF REPORTING PERSON: Leslie H. Wexner

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY):

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

3 SEC USE ONLY

4 SOURCE OF FUNDS: N/A

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 SHARES	7	SOLE VOTING POWER:	51,885,582
BENEFICIALLY OWNED BY	8	SHARED VOTING POWER:	6,233,317
EACH REPORTING	9	SOLE DISPOSITIVE POWER:	52,426,980
PERSON WITH	10	SHARED DISPOSITIVE POWER:	6,233,317
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON: 58,660,297		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES: <input checked="" type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 25.7%		
14	TYPE OF REPORTING PERSON: IN		

SEE INSTRUCTIONS BEFORE FILLING OUT!

1 NAME OF REPORTING PERSON: The Wexner Foundation

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY):

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

3 SEC USE ONLY

4 SOURCE OF FUNDS: N/A

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

6 CITIZENSHIP OR PLACE OF ORGANIZATION: Ohio

NUMBER OF 7 SOLE VOTING POWER: 883,317
SHARES

BENEFICIALLY 8 SHARED VOTING POWER: -0-
OWNED BY

EACH 9 SOLE DISPOSITIVE POWER: 883,317
REPORTING

PERSON WITH 10 SHARED DISPOSITIVE POWER: -0-

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON: 883,317

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

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 0.4%

14 TYPE OF REPORTING PERSON: OO

SEE INSTRUCTIONS BEFORE FILLING OUT!

1 NAME OF REPORTING PERSON: Health and Science Interests II

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY):

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

3 SEC USE ONLY

4 SOURCE OF FUNDS: N/A

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

6 CITIZENSHIP OR PLACE OF ORGANIZATION: Ohio

NUMBER OF SHARES	7	SOLE VOTING POWER:	350,000
BENEFICIALLY OWNED BY	8	SHARED VOTING POWER:	-0-
EACH REPORTING	9	SOLE DISPOSITIVE POWER:	350,000
PERSON WITH	10	SHARED DISPOSITIVE POWER:	-0-

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON: 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): 0.2%

14 TYPE OF REPORTING PERSON: OO

SEE INSTRUCTIONS BEFORE FILLING OUT!

1 NAME OF REPORTING PERSON: The Wexner Children's Trust

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY):

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

3 SEC USE ONLY

4 SOURCE OF FUNDS: N/A

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

6 CITIZENSHIP OR PLACE OF ORGANIZATION: Ohio

NUMBER OF SHARES	7	SOLE VOTING POWER:	18,750,000
BENEFICIALLY OWNED BY	8	SHARED VOTING POWER:	-0-
EACH REPORTING	9	SOLE DISPOSITIVE POWER:	18,750,000
PERSON WITH	10	SHARED DISPOSITIVE POWER:	-0-

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON: 18,750,000

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

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 8.2%

14 TYPE OF REPORTING PERSON: OO

SEE INSTRUCTIONS BEFORE FILLING OUT!

1 NAME OF REPORTING PERSON: Harry, Hannah, David and Sarah Wexner Trust

I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY):

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP:

(A)

(B)

3 SEC USE ONLY

4 SOURCE OF FUNDS: N/A

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

6 CITIZENSHIP OR PLACE OF ORGANIZATION: Ohio

NUMBER OF 7 SOLE VOTING POWER: 5,000,000
SHARES

BENEFICIALLY 8 SHARED VOTING POWER: -0-
OWNED BY

EACH 9 SOLE DISPOSITIVE POWER: 5,000,000
REPORTING

PERSON WITH 10 SHARED DISPOSITIVE POWER: -0-

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON: 5,000,000

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

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11): 2.2%

14 TYPE OF REPORTING PERSON: OO

SEE INSTRUCTIONS BEFORE FILLING OUT!

This Amendment No. 19 amends the Schedule 13D dated June 25, 1985, as amended in certain respects by Amendments No. 1 through 18 thereto, filed by a group currently comprised of Leslie H. Wexner, The Wexner Foundation, Health and Science Interests II, The Wexner Children's Trust, and the Harry, Hannah, David and Sarah Wexner Trust (collectively, the "Purchasers"), with respect to the common stock, \$0.50 par value per share (the "Common Stock"), of The Limited, Inc. (the "Company").

Item 2. Identity and Background.

On September 11, 1998, Leslie H. Wexner contributed 5,000,000 shares of Common Stock to the Harry, Hannah, David and Sarah Wexner Trust. The trustees of such trust are Mr. Wexner and Jeffrey E. Epstein. Accordingly, the trust has become a member of the Purchasers' group.

On February 1, 1999, the Harry, Hannah, and David Wexner Trust disposed of all of its shares of Common Stock to Leslie H. Wexner. Accordingly, such trust is no longer a member of the Purchasers' group.

An agreement among the Purchasers with respect to the filing of this statement is attached hereto as Exhibit 2.

Item 4. Purpose of Transaction.

Pursuant to an Agreement, entered into as of May 3, 1999, among the Company, Leslie H. Wexner, in his individual capacity and Leslie H. Wexner, as Trustee of The Wexner Children's Trust (the "Agreement"), the parties agreed to rescind for all purposes that certain Contingent Stock Redemption Agreement, dated as of January 26, 1996 (filed as Exhibit A to Amendment No. 14 to the Schedule 13D), and as amended on July 19, 1996, as if such Contingent Stock Redemption Agreement was never of any force or effect. Accordingly, the "Redemption Right" and the "Company Redemption Right", described in Item 6 of Amendment No. 14 to the Schedule 13D have been rescinded.

A copy of the Agreement is attached hereto as Exhibit 1.

Item 5. Interest in Securities of the Issuer.

(a) The responses of the Purchasers to Rows (11) through (13) of the cover pages of this Amendment No. 19 are incorporated herein by reference. As of May 3, 1999, the Purchasers beneficially owned the number shares of the Common Stock listed below, representing approximately the percentage of the outstanding shares

of Common Stock set forth opposite such number (the outstanding shares of Common Stock, 228,165,712, being based on the number of shares outstanding as of March 26, 1999 as reported in the Company's Form 10-K for the fiscal year ended January 30, 1999):

	Person -----	Number of Shares -----	Percent of Class -----
1.	Leslie H. Wexner	58,660,297 (1) (2) (3) (4) (5)	25.7%
2.	The Wexner Foundation	883,317 (1)	0.4%
3.	Health and Science Interests II	350,000 (2)	0.2%
4.	The Wexner Children's Trust	18,750,000 (4)	8.2%
5.	Harry, Hannah, David and Sarah Wexner Trust	5,000,000 (5)	2.2%

-
- (1) Power to vote or direct the disposition of the 883,317 shares held by The Wexner Foundation may be deemed to be shared by Leslie H. Wexner and Jeffrey E. Epstein as the trustees of The Wexner Foundation. Leslie H. Wexner and Jeffrey E. Epstein disclaim beneficial ownership of the shares held by The Wexner Foundation.
- (2) Power to vote or direct the disposition of the 350,000 shares held by Health and Science Interests II may be deemed to be shared by Leslie H. Wexner and Jeffrey E. Epstein as trustee thereof. Leslie H. Wexner and Jeffrey E. Epstein disclaim beneficial ownership of shares held by Health and Science Interests II.
- (3) Includes 541,398 shares held in The Limited, Inc. Savings and Retirement Plan for Mr. Wexner's account (as of March 31, 1999) over which he exercises dispositive but not voting control. Also includes 437,610 shares issuable upon exercise of options held by Mr. Wexner. Excludes 820 shares and 254 options held directly by Mr. Wexner's spouse and 200,000 shares held in a trust of which Mr. Wexner's spouse is a beneficiary, as to which Mr. Wexner disclaims beneficial ownership.
- (4) Power to vote or direct the disposition of the 18,750,000 shares held by Leslie H. Wexner as the sole trustee of The Wexner Children's Trust.
- (5) Power to vote or direct the disposition of the 5,000,000 shares held by the Harry, Hannah, David and Sarah Wexner Trust may be deemed to be shared by Leslie H. Wexner and Jeffrey E. Epstein as trustees of such trust.

(b) The responses of the Purchasers to (i) Rows (7) through (10) of the cover pages of this Amendment No. 19 and (ii) Item 5(a) hereof are incorporated herein by reference.

(c) During the past 60 days, the Purchasers effected the following transactions in the Common Stock:

Person -----	Date of Transaction -----	Amount of Securities -----	Price per Share -----	Where and How Effected -----
Leslie H. Wexner	4/6/99	33,100 shares	N/A	Acquisition of shares as a result of vesting of restricted stock granted by the Company on May 4, 1993 (net of 17,785 shares utilized for withholding taxes).

(d), (e): Not Applicable

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

The response to Item 4 of this Amendment No. 19 is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits

Exhibit 1 Agreement, entered into as of May 3, 1999, among The Limited, Inc., Leslie H. Wexner, in his individual capacity and Leslie H. Wexner, as Trustee of The Wexner Children's Trust.

Exhibit 2 Joint Filing Agreement by and among Leslie H. Wexner, The Wexner Foundation, Health and Science Interests II, The Wexner Children's Trust, Harry, Hannah and David Wexner Trust, and the Harry, Hannah, David and Sarah Wexner Trust, dated May 3, 1999.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: May 3, 1999

LESLIE H. WEXNER

Leslie H. Wexner

THE WEXNER FOUNDATION

By: DARREN K. INDYKE

Darren K. Indyke, Secretary

HEALTH AND SCIENCE INTERESTS II

By: JEFFREY E. EPSTEIN

Jeffrey E. Epstein, Trustee

THE WEXNER CHILDREN'S TRUST

By: LESLIE H. WEXNER

Leslie H. Wexner, Trustee

HARRY, HANNAH AND DAVID WEXNER TRUST

By: JEFFREY E. EPSTEIN

Jeffrey E. Epstein, Trustee

HARRY, HANNAH, DAVID AND
SARAH WEXNER TRUST

By: JEFFREY E. EPSTEIN

Jeffrey E. Epstein, Trustee

EXHIBIT INDEX

Exhibit No.

- - - - -

- Exhibit 1 Agreement, entered into as of May 3, 1999, among The Limited, Inc., Leslie H. Wexner, in his individual capacity and Leslie H. Wexner, as Trustee of The Wexner Children's Trust.
- Exhibit 2 Joint Filing Agreement by and among Leslie H. Wexner, The Wexner Foundation, Health and Science Interests II, The Wexner Children's Trust, Harry, Hannah and David Wexner Trust, and the Harry, Hannah, David and Sarah Wexner Trust, dated May 3, 1999.

EXECUTION COPY

AGREEMENT

THIS AGREEMENT is made and entered into as of May 3, 1999 by and among The Limited, Inc., a Delaware corporation (the "Company"), Leslie H. Wexner, in his individual capacity (in such capacity, "Wexner"), and Leslie H. Wexner, as Trustee (in such capacity, the "Trustee") of The Wexner Children's Trust under a Trust Agreement dated January 24, 1996 (the "Trust").

RECITALS

WHEREAS, the Company desires to distribute its interest in Limited Too pro rata to its shareholders (the "Limited Too Spin-Off") in a transaction which will qualify for tax-free treatment under Section 355 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Company, Wexner and the Trustee are parties to a Contingent Stock Redemption Agreement, dated as of January 26, 1996 and amended on July 19, 1996 (as so amended, the "Contingent Stock Redemption Agreement"); and

WHEREAS, the parties desire to rescind the Contingent Stock Redemption Agreement, including, without limitation, the credit support established by the Company and its wholly-owned subsidiary, Special Funding, Inc., as required by Section 3.06 of the Contingent Stock Redemption Agreement (the "Credit Support"); and

WHEREAS, the Company desires to utilize approximately \$351,000,000. of cash presently restricted under the Credit Support, which will become unrestricted upon the rescission of the Contingent Stock Redemption Agreement, together with an additional approximately \$449,000,000 of available cash, to purchase in a modified "Dutch auction" tender offer (the "Tender Offer") shares of the Company's common stock from shareholders other than Wexner and certain related parties;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants of the parties hereto contained herein, the parties hereto agree as follows:

Section 1. Rescission of the Contingent Stock Redemption Agreement and Credit Support. As of the date hereof, the Contingent Stock Redemption Agreement shall be deemed, for all purposes, to be rescinded, as if such agreement was never of any force or effect, with no further action required of any of the parties hereto to effect such rescission. Without limiting the generality of the foregoing sentence, the rescission of the Contingent Stock Redemption Agreement shall terminate the Credit Support. Each of the parties agrees to take such actions and to execute and deliver such instruments as may be reasonably requested by the other to effectuate the transactions contemplated hereby, including, without limitation, the termination of the Credit Support.

Section 2. Representations and Warranties of the Company. The Company represents and warrants to Wexner and the Trustee that (a) the Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the corporate power and authority to enter into this Agreement and to carry out its obligations hereunder, (b) the execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or any of the transactions contemplated hereby, and (c) this Agreement has been duly executed and delivered by the Company and, assuming this Agreement constitutes a valid and binding obligation of Wexner and the Trustee, constitutes a valid and binding obligation of the Company and is enforceable against the Company in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and the availability of equitable remedies may be limited by equitable principles of general applicability.

Section 3. Representations and Warranties of the Trustee. The Trustee represents and warrants to the Company that (i) the Trust has been duly constituted and is validly existing under the laws of the State of Ohio, and has the requisite power and authority to enter into this Agreement and to carry out its obligations hereunder, (ii) the execution and delivery of this Agreement by the Trustee and the consummation by the Trustee of the transactions contemplated

hereby have been duly authorized by all necessary action under the Trust=s trust agreement and no other proceedings on the part of the Trustee or any other person are necessary to authorize this Agreement or any of the transactions contemplated hereby, and (iii) this Agreement has been duly executed and delivered by the Trustee and, assuming this Agreement constitutes a valid and binding obligation of the Company and Wexner, constitutes a valid and binding obligation of the Trustee and/or its successors in trust, enforceable in accordance with its terms, except as the enforceability thereof may be limited

by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and the availability of equitable remedies may be limited by equitable principles of general applicability.

Section 4. Representations and Warranties of Wexner. Wexner represents and warrants to the Company that the Agreement has been duly executed and delivered by Wexner and, assuming this Agreement constitutes a valid and binding obligation of the Company and the Trustee, constitutes a valid and binding obligation of Wexner, enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and the availability of equitable remedies may be limited by equitable principles of general applicability.

Section 5. Covenants of Wexner. (a) Wexner agrees that he will not, and will cause all members of his Immediate Family (as such term is defined in Rule 16a-1(e) under the Securities Exchange Act of 1934, as amended) who reside in his household and any corporation, partnership, trust or other entity, all of the stockholders, partners, owners or beneficiaries of which are Wexner or members of his Immediate Family not to, tender any shares of Common Stock in the Tender Offer.

(b) Immediately prior to the Limited Too Spin-Off and any other spin-off or split-off of one or more businesses owned, directly or indirectly, by the Company (any such transaction, including, without limitation, the Limited Too Spin-Off, a "Spin-Off Transaction"), which Spin-Off Transaction occurs within 24 months of the date of this Agreement, Wexner will, if required in order for such Spin-Off Transaction to be tax-free under applicable law, represent and warrant in writing to the Company and counsel to the Company that, as of the effective date of such Spin-Off Transaction, none of Wexner, the Wexner Children's Trust, or any other person or entity described in Section 5(a) of this Agreement has any then-current plan or intention to sell exchange, transfer by gift or otherwise dispose of, after the effective date of the Spin-Off Transaction, any stock in, or securities of, the Company and Limited Too or any other business distributed to the Company's shareholders pursuant to that Spin-Off Transaction, as the case may be.

Section 6. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be either (i) hand-delivered, (ii) delivered by reputable overnight courier delivery or (iii) sent by telecopy (with receipt confirmed) and shall be deemed given upon delivery when hand-delivered, or one business day after having been deposited

with the overnight courier service or upon receipt of confirmation of telecopier, addressed as follows (or to such other address as a party may designate by notice to the other):

If to Wexner:

Leslie H. Wexner
c/o The Limited, Inc.
Three Limited Parkway
P.O. Box 1600
Columbus, OH 43216
Facsimile: (614) 415-7208

If to the Trustee:

The Wexner Children=s Trust
c/o The Limited, Inc.
Three Limited Parkway
P.O. Box 1600
Columbus, OH 43216
Attention: Leslie H. Wexner
Facsimile: (614) 415-7208

If to the Company:

The Limited, Inc.
Three Limited Parkway
P.O. Box 1600
Columbus, OH 43216
Attention: General Counsel
Facsimile: (614) 415-7188

Section 7. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.

Section 8. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 9. Assignment; Third Party Beneficiaries. This Agreement may not be assigned by any of the parties hereto. Nothing in this Agreement, expressed or implied, shall be construed to give any person other than the

parties hereto and their successors any legal or equitable right, remedy or claim under or by reason of this Agreement or any provision contained herein.

Section 10. Public Announcements. Wexner and the Company shall jointly approve any public announcements relating to this Agreement or the transactions contemplated hereby.

Section 11. Entire Agreement. This Agreement and any documents delivered by the parties pursuant hereto, constitute the entire understanding and agreement of the parties hereto with regard to the subject matter hereof and thereof, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

THE LIMITED, INC.

By: KENNETH B. GILMAN

Name: Kenneth B. Gilman
Title: Vice Chairman

LESLIE H. WEXNER

LESLIE H. WEXNER

LESLIE H. WEXNER

LESLIE H. WEXNER
as Trustee of The
Wexner Children's Trust

JOINT FILING AGREEMENT

This will confirm the agreement by and among all the undersigned that the Schedule 13D filed on or about this date and any amendments thereto with respect to beneficial ownership by the undersigned of shares of the common stock, par value \$0.50 per share, of The Limited, Inc. is being filed on behalf of each of the undersigned in accordance with Rule 13d-1(k)(1) under the Securities Exchange Act of 1934. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Dated: May 3, 1999

LESLIE H. WEXNER

Leslie H. Wexner

THE WEXNER FOUNDATION

By: DARREN K. INDYKE

Darren K. Indyke, Secretary

HEALTH AND SCIENCE INTERESTS II

By: JEFFREY E. EPSTEIN

Jeffrey E. Epstein, Trustee

THE WEXNER CHILDREN'S TRUST

By: LESLIE H. WEXNER

Leslie H. Wexner, Trustee

HARRY, HANNAH AND DAVID WEXNER TRUST

By: JEFFREY E. EPSTEIN

Jeffrey E. Epstein, Trustee

HARRY, HANNAH, DAVID AND
SARAH WEXNER TRUST

By: JEFFREY E. EPSTEIN

Jeffrey E. Epstein, Trustee