

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 10)

United Retail Group, Inc.

(Name of Issuer)

Common Stock (\$.001 Par Value)

(Title of Class of Securities)

911380103

(CUSIP Number)

Samuel P. Fried, Esq., Senior Vice President and General Counsel,
The Limited, Inc.,
Three Limited Parkway, Columbus, Ohio 43230, Telephone: (614) 415-7199

(Name, Address and Telephone Number of Person Authorized to Receive Notices and
Communications)

September 17, 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 which is the subject of this Schedule 13D, and is filing this schedule because of Sections 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 Section 240.13d-7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP NO. 911380103

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1 NAME OF REPORTING PERSON
 I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)
 Limited Direct Associates, L.P.
 I.R.S. # 31-1251727

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

3 SEC USE ONLY

4 SOURCE OF FUNDS
 AF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
 TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION
 Delaware

	7	SOLE VOTING POWER
NUMBER OF	0	
SHARES		

	8	SHARED VOTING POWER
BENEFICIALLY	1,600,000	
OWNED BY		

	9	SOLE DISPOSITIVE POWER
EACH	0	
REPORTING		
PERSON		

	10	SHARED DISPOSITIVE POWER
WITH	1,600,000	

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
 1,600,000

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

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
 11.8%

14 TYPE OF REPORTING PERSON
 PN

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CUSIP NO. 911380103

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1 NAME OF REPORTING PERSON
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

Limited Direct, Inc.
I.R.S. # 51-0301511

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

3 SEC USE ONLY

4 SOURCE OF FUNDS
AF

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

7 SOLE VOTING POWER
NUMBER OF 7
SHARES 0

8 SHARED VOTING POWER
BENEFICIALLY 8
OWNED BY 1,600,000

9 SOLE DISPOSITIVE POWER
EACH 9
REPORTING 0

10 SHARED DISPOSITIVE POWER
WITH 10
1,600,000

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
1,600,000

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

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
11.8%

14 TYPE OF REPORTING PERSON
CO

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1 NAME OF REPORTING PERSON
 I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)
 The Limited, Inc.
 I.R.S. # 31-1029810

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

3 SEC USE ONLY

4 SOURCE OF FUNDS

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
 TO ITEMS 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION
 Delaware

	7	SOLE VOTING POWER
NUMBER OF	0	
SHARES		

	8	SHARED VOTING POWER
BENEFICIALLY	1,600,000	
OWNED BY		

	9	SOLE DISPOSITIVE POWER
EACH	0	
REPORTING		
PERSON		

	10	SHARED DISPOSITIVE POWER
WITH	1,600,000	

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
 1,600,000

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

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
 11.8%

14 TYPE OF REPORTING PERSON
 CO

AMENDMENT NO. 10 TO STATEMENT ON SCHEDULE 13D

This Amendment No. 10 to Schedule 13D is being filed on behalf of Limited Direct Associates, L.P. ("LDA"), a Delaware limited partnership, Limited Direct, Inc., a Delaware corporation and the general partner of LDA, and The Limited, Inc., a Delaware corporation and the ultimate parent of LDA, in connection with United Retail Group, Inc. Common Stock ("URGI Common Stock") held by LDA. This Amendment No. 10 amends the statement on Schedule 13D filed with the Commission by the reporting persons on July 22, 1993, as amended by Amendments No. 1-9 thereto. This Amendment No. 10 amends Items 5 and 6 of Schedule 13D. Capitalized terms used herein and not otherwise defined shall have the same meanings as set forth in Amendments No. 4 and 5 to Schedule 13D.

Item 3. Purpose of Transaction.

LDA has granted URGI a right of first refusal with respect to URGI Common Stock owned by LDA. See Item 6, below.

Item 5. Interest in Securities of the Issuer.

- a. See Items 11 and 13 of the cover pages attached hereto for the aggregate number and percentage of URGI Common Stock beneficially owned by the reporting persons.
- b. See Items 7-10 of the cover pages attached hereto for the number of shares of URGI Common Stock of the reporting persons as to which the reporting persons have the sole or shared power to vote or direct the vote and the sole or shared power to dispose or direct the disposition.

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

LDA has granted URGI a right of first refusal with respect to URGI Common Stock owned by LDA. Pursuant to the right of first refusal, LDA will give URGI prior notice of any proposed sale by LDA of shares of URGI Common Stock, and URGI will have the opportunity to purchase any or all such shares. If the sale is proposed to take place on the NASDAQ National Market System, the price payable by URGI will be the closing price in the NASDAQ National Market System on the day notice is given. In the case of other sales, the price payable by URGI will be the price offered in such other sale. Donations to charity and transfers to affiliates of LDA are excepted from the right of first refusal. The right of first refusal will expire on September 17, 2000 unless renewed by mutual agreement of LDA and URGI. URGI paid LDA a fee of \$1,000 in consideration of the grant of the right of first refusal.

SCHEDULE 13D

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Item 7. Material to be Filed as Exhibits.

Exhibit Number	Description of Exhibit
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9	Right of First Refusal, dated September 17, 1999, between Limited Direct Associates, L.P. and United Retail Group, Inc..
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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: September 23, 1999

LIMITED DIRECT ASSOCIATES, L.P.
By: LIMITED DIRECT, INC., as
General Partner

By:/s/ Samuel P. Fried

Samuel P. Fried
Vice President

LIMITED DIRECT, INC.

By:/s/ Samuel P. Fried

Samuel P. Fried
Vice President

THE LIMITED, INC.

By:/s/ Samuel P. Fried

Samuel P. Fried
Senior Vice President

This RIGHT OF FIRST REFUSAL between LIMITED DIRECT ASSOCIATES, L.P. (the "Stockholder") and UNITED RETAIL GROUP, INC. (the "Corporation"), dated September 17, 1999.

WHEREAS, the Stockholder holds shares of Common Stock, \$.001 par value per share ("Shares"), of the Corporation;

WHEREAS, the Shares are traded on the NASDAQ National Market System ("NASDAQ"); and

WHEREAS, from time to time the Stockholder may desire to sell Shares and the Corporation may desire to repurchase Shares.

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. Fee. The Corporation paid the Stockholder \$1,000, receipt of --- which is hereby acknowledged, in consideration of the issuance and delivery of this Right of First Refusal.

SECTION 2. Rights of First Refusal. (a) Subject to the provisions of ----- Section 2(b) and 2(c), if the Stockholder wishes to sell or otherwise transfer any or all of the Shares then owned by it, it shall first give notice (the "Transfer Notice") to the Corporation specifying the number of Shares it wishes to transfer (the "Transfer Shares"), the identity of the proposed transferee, the proposed consideration per Share to be received (which proposed consideration shall be deemed to be the "Transfer Price", except as otherwise provided in Section 2(b), and except that if all or any part of the proposed consideration to be received is not cash, the corresponding portion of the Transfer Price shall be the amount of cash equal to the fair value of such non-cash consideration), and any other material terms and conditions of the proposed transfer, and containing an irrevocable offer (open to acceptance for a period of three business days after the date such Transfer Notice is given) to sell any or all of the Transfer Shares to the Corporation at the Transfer Price.

(b) Anything in Section 2(a) to the contrary notwithstanding, if the Stockholder wishes to transfer shares in transactions to be executed on NASDAQ, the Transfer Notice shall so state and shall specify the number of Shares the Stockholder wishes to sell on NASDAQ and the closing price for Shares on NASDAQ on the day the Transfer Notice is given (which closing price shall be deemed to be the "Transfer Price"), and the Transfer Notice need not contain any other information, and such Transfer Notice shall constitute an irrevocable offer (open to acceptance until 9:15 a.m. Eastern Time on the business day following the date such Transfer Notice is given) to sell any or all of the Transfer Shares to the Corporation at the Transfer Price.

(c) Anything in Section 2(a) and 2(b) to the contrary notwithstanding, the Stockholder shall have the unconditional right at any time to donate Shares to operating charities and charitable foundations, and to transfer Shares to any affiliate of the Stockholder, and such donations and transfers shall not be subject to the terms and provisions of this Right of First Refusal, provided

that in the case of a transfer to an affiliate, such affiliate shall be bound by this Right of First Refusal.

(d) The number of Transfer Shares shall in no event be less than 25,000 Shares, unless the Stockholder holds fewer than 25,000 Shares, in which event the Transfer Notice must be for all Shares owned by the Stockholder.

(e) The Corporation shall have the right to purchase any or all of the Transfer Shares; provided that the Corporation must determine the number of the

Transfer Shares it will purchase and evidence its irrevocable acceptance of the offer and its agreement to purchase such Transfer Shares by delivering to the Stockholder, prior to the expiration of the period during which the offer remains open for acceptance pursuant to Section 2(a) or 2(b), notice (the "Notice of Acceptance") of the number of Transfer Shares the Corporation has elected to purchase.

(f) The closing of the purchase by the Corporation of any Transfer Shares that it elects to purchase shall be effected in accordance with the same procedures that would apply to a trade on NASDAQ, including as to timing of settlement (T+3) and form of payment (immediately available funds), through such broker as the Stockholder may designate by notice to the Corporation from time to time. In the event that either the Stockholder shall default in the delivery of the Transfer Shares or the Corporation shall default in the delivery of funds, the other party and its broker shall be entitled to the same rights and remedies as would be available to such party if such failure occurred in connection with a sale on NASDAQ. The Corporation hereby acknowledges that certain certificates representing Shares are legended and waives any default by the Stockholder resulting from the existence of such legends.

(g) If, at the expiration of the period during which the offer remains open for acceptance pursuant to Section 2(a) or 2(b), the Corporation has either not delivered a Notice of Acceptance of the offer contained in a Transfer Notice or has delivered a Notice of Acceptance with respect to fewer than all of the Transfer Shares, then the Stockholder shall have 90 days in which to sell any or all of the Transfer Shares not accepted for purchase by the Corporation at a price not lower than the Transfer Price, unless such Transfer Shares are sold on NASDAQ, in which case at whatever price is obtainable on NASDAQ. If, at the end of such 90-day period, the Stockholder has not completed the transfer of all of such Transfer Shares, it shall no longer be permitted to transfer any such Transfer Shares without again complying with this Right of First Refusal in its entirety.

(h) If the Stockholder determines at any time within such 90-day period that it is impractical to sell all or any part of such Transfer Shares in accordance with Section 2(g), it may terminate all attempts to sell such Transfer Shares and recommence the procedures of this Right

of First Refusal in their entirety without waiting for the expiration of such 90-day period by delivering written notice of such decision to the Corporation.

SECTION 3. Severability; Governing Law. If any provision of this Right of

First Refusal shall be determined to be illegal and unenforceable by any court of law, the remaining provisions shall be severable and enforceable in accordance with their terms. This Right of First Refusal shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 4. Benefits of Agreement. This Agreement shall be binding upon

and inure to the benefit of the parties and their respective successors and assigns.

SECTION 5. Notices. All notices and communications to be given or to

otherwise be made to any party shall be effective upon delivery if contained in a written instrument delivered by fax, e-mail, in person or by a recognized national courier service, charges prepaid, addressed to:

(a) If to the Corporation:

United Retail Group, Inc.
365 West Passaic Street
Rochelle Park, New Jersey 07662-6563
Attention: Chief Administrative Officer
Telephone: (201) 909-2110
Fax: (201) 909-2122
E-mail: gremeta@unitedretail.com

with a copy to:

United Retail Group, Inc.
365 West Passaic Street
Rochelle Park, New Jersey 07662-6563
Attention: General Counsel
Telephone: (201) 909-2200
Fax: (201) 909-2103
E-mail: kcarroll@unitedretail.com

(b) If to the Stockholder:

Limited Direct Associates, L.P.
c/o The Limited, Inc.
Three Limited Parkway
Columbus, OH 43230
Attention: Kenneth B. Gilman
Vice Chairman

Telephone: (614) 415-7222
Fax: (614) 415-7185
E-mail: kgilman@limited.com

with a copy to:

The Limited, Inc.
Three Limited Parkway
Attention: Patrick Hectorne
Treasurer
Columbus, Ohio 43230
Fax: (614) 415-7060
E-mail: phectorne@limited.com

provided that Transfer Notices with respect to proposed sales on NASDAQ and

Notices of Acceptance in response to such Transfer Notices shall be delivered by
fax and e-mail.

SECTION 6. Modification; Amendment. Except as otherwise provided herein,

neither this Right of First Refusal nor any provision hereof can be modified,
changed, discharged or terminated except by an instrument in writing signed by
the party to be bound.

SECTION 7. Disclosure; Public Announcements. None of the parties hereto

shall furnish copies of, disclose the terms or existence of or make any public
announcement regarding this Right of First Refusal without first identifying the
persons to which such copies are proposed to be furnished and delivering the
text of any such proposed disclosure or public announcement to the other parties
hereto and receiving the prior written consent of such other parties to such
furnishing, disclosure or public announcement, which consent shall not be
unreasonably withheld or delayed.

SECTION 8. Term. Unless extended by written consent of each party hereto,

this Right of First Refusal shall expire on September 17, 2000.

SECTION 9 Captions and References to Sections. The captions herein are

inserted for convenience only and shall not define, limit, extend or describe
the scope of this Right of First Refusal or affect the construction hereof.

SECTION 10. Entire Agreement. This Right of First Refusal sets forth the

entire understanding of the parties with respect to the subject matter hereof.
There are no restrictions, agreements, promises, representations, warranties,
covenants or undertakings with respect to the

subject matter hereof other than those expressly set forth herein. This Right of First Refusal supersedes all prior agreements and understandings between the parties with respect to its subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal on the date first above written.

LIMITED DIRECT ASSOCIATES, L.P.

By: LIMITED DIRECT, INC.

By: /s/ Patrick Hectorne

Title: Treasurer

UNITED RETAIL GROUP, INC.

By: /s/ G. R. Remeta

Vice Chairman and
Chief Administrative Officer