

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

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

WOLVERINE WORLD WIDE, INC.

(Exact name of issuer as specified in its charter)

Delaware	38-1185150
(State or other jurisdiction	(IRS Employer
of incorporation or organization)	Identification No.)

9341 Courtland Drive, Rockford, Michigan 49351
(Address of principal executive offices)

WOLVERINE WORLD WIDE, INC. 1994 DIRECTORS' STOCK OPTION PLAN
(Full Title of Plan)

Blake W. Krueger
Secretary and General Counsel
9341 Courtland Drive
Rockford, Michigan 49351
(Name and address of agent for service)

(616) 866-5500
(Telephone Number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share(3)	Proposed Maximum Aggregate Offering Price(3)	Amount of Registration Fee
Common Stock \$1.00 Par Value	120,000 (1)	\$22.625 (2)	\$2,715,000 (2)	\$936.21

<FN>

(1) Plus such indeterminate number of additional shares as may be required to be issued in the event of an adjustment as a result of an increase in the number of issued shares of Common Stock resulting from a subdivision of such shares, the payment of a stock dividend or certain other capital adjustments.

(2) Estimated solely for the purpose of calculating the registration fee.

(3) The shares that are to be offered on an incentive stock option basis will be offered at a price of not less than 100% of the fair market value of the shares of Common Stock of Wolverine World Wide, Inc. (the "Company"), at the date of the grant of the option. On August 19, 1994, the mean between the high and low sales prices of the Corporation's Common Stock on the New York Stock Exchange was \$22.625.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed with the Securities and Exchange Commission are incorporated in this registration statement by reference:

- (a) The Registrant's latest annual report filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act").
- (b) All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the annual report referred to in (a) above.
- (c) The description of the Registrant's Common Stock, \$1 par value, which is contained in the Registrant's Registration Statement filed under the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Registrant (also referred to as the "Corporation") 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 securities offered hereby have been sold or which deregisters all securities remaining unsold, shall be deemed to be incorporated by reference

in this registration statement and to be a part of this registration statement from the date of filing of such documents.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Blake W. Krueger, Secretary and General Counsel of the Corporation, is also a partner of Warner, Norcross & Judd, general counsel for the Corporation.

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Item 6. Indemnification of Directors and Officers.

Under Section 145 of the Delaware General Corporation Law, the Corporation is permitted to indemnify its directors and officers (among others) against expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred by such persons in connection with actions, suits, or proceedings arising

out of that person's acting in a corporate capacity or at the request of the Corporation if such person acted in good faith and in a matter he or she reasonably believed to be in or not opposed to the best interests of the Corporation. That section also requires that such indemnification be made to the extent that such person has been successful on the merits or otherwise in defense of any such action, suit, or proceeding.

Similarly, Article Nine of the Corporation's Certificate of

Incorporation requires the Corporation to indemnify a present or former director, officer, employee, or agent of the Corporation against any and all expenses, judgments, fines, and amounts reasonably incurred in connection with any pending or threatened action, suit, or proceeding, civil or criminal, in which such person may become involved by reason of his or her being or having been a director, officer, employee, or agent of the Corporation or any firm, corporation, or organization which he or

she served in any capacity at the request of the Corporation. It is a condition to indemnification in connection with any such action, suit, or proceeding that such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and, in criminal proceedings, had no reasonable cause to believe his or her conduct was unlawful. Furthermore, where such action, suit, or proceeding is by or in the right of the Corporation, no

indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be

liable to the Corporation, unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses.

Termination of an action, suit, or proceeding, civil or criminal, by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent does not, of itself, create a presumption that such person did not meet the required standard of conduct. The determination that a person has or has not met

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the standard of conduct required for indemnification may only be made by (i) the Board of Directors by a majority of a quorum consisting of the directors who were not party to such action, suit, or proceeding, (ii) by written opinion of independent legal

counsel who may be the regular counsel of the Corporation, or (iii) by the stockholders of the Corporation. These indemnification rights are expressly declared to be additional to such other rights to which any officer or director may be entitled by contract or as a matter of law. The Corporation also maintains in force a policy of directors and officers liability insurance.

Wolverine's amended Certificate of Incorporation provides that no director of the Corporation will be personally liable to the Corporation or to the stockholders for any breach of fiduciary duty. The amendment does not affect the liability of a director for any breach of his or her duty of loyalty, for acts or omissions not in good faith or that involve intentional misconduct, for any conduct proscribed under Section 174 of Delaware's General Corporation Law, or for any transaction from which the director derived an improper personal benefit.

Item 7. Exemption From Registration Claimed.

Not applicable.

Item 8. Exhibits.

The following exhibits have been filed as part of this registration statement:

Exhibit Number	Document
4.1	The Company's Certificate of Incorporation, as amended, filed as an exhibit to the Company's Annual Report on Form 10-K for the fiscal year ended January 2, 1988, is incorporated herein by reference.
4.2	The Company's Amended and Restated Bylaws, filed as an exhibit to the Company's Annual Report on Form 10-K for the fiscal year ended December 28, 1991, are incorporated herein by reference.

- 5 Opinion Regarding Legality of Securities Offered--
Included in Exhibit 23.1 and incorporated herein
by reference.
- 23.1 Consent of Warner, Norcross & Judd.
- 23.2 Consent of Ernst & Young LLP.
- 24 Powers of Attorney.
- 99 Wolverine World Wide, Inc. 1994 Directors' Stock
Option Plan.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or
sales are being made, a post-effective amendment to this
registration statement;

(i) To include any prospectus required by
Section 10(a)(3) of the Securities Act of 1933 (the
"1933 Act");

(ii) To reflect in the prospectus any facts or
events arising after the effective date of the
registration statement (or the most recent post-
effective amendment thereto) which, individually or in
the aggregate, represent a fundamental change in the
information set forth in the registration statement;

(iii) 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;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii)
do not apply if the information required to be included in a
post-effective amendment by those paragraphs is contained in
periodic reports filed by the Registrant pursuant to
Section 13 or 15(d) of the Exchange Act that are
incorporated by reference in this registration statement.

(2) That, for the purpose of determining any liability
under the 1933 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
that remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for
purposes of determining liability under the 1933 Act, each filing
of the Registrant's annual report pursuant to Section 13(a) or

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) Insofar as indemnification for liabilities arising under the 1933 Act may be permitted to directors, officers, and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the 1933 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 1933 Act and will be governed by the final adjudication of such issue.

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SIGNATURES

Pursuant to the requirements of the 1933 Act, 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 Rockford, State of Michigan, on this 24th day of August, 1994.

WOLVERINE WORLD WIDE, INC.

By /s/ Blake W. Krueger
Blake W. Krueger
Secretary and General Counsel

Pursuant to the requirements of the 1933 Act, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Signature	Title	Date
Geoffrey B. Bloom* Geoffrey B. Bloom	President, Chief Executive Officer, and Director	May 17, 1994
Stephen L. Gulis, Jr.* Stephen L. Gulis, Jr.	Vice President Finance and Corporate Controller (Principal Financial and Accounting Officer)	May 17, 1994
Phillip D. Matthews* Phillip D. Matthews	Chairman of the Board	May 17, 1994
Thomas D. Gleason* Thomas D. Gleason	Vice Chairman of the Board	May 16, 1994
Daniel T. Carroll* Daniel T. Carroll	Director	May 17, 1994

Signature	Title	Date
David P. Mehney* David P. Mehney	Director	May 16, 1994
Stuart J. Northrop* Stuart J. Northrop	Director	May 17, 1994
David T. Kollat* David T. Kollat	Director	May 18, 1994
Joseph A. Parini* Joseph A. Parini	Director	May 17, 1994

*By /s/ Blake W. Krueger
Blake W. Krueger, Secretary and General Counsel
Attorney-in-Fact

Commission No. 33-_____

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

EXHIBITS

TO

FORM S-8

REGISTRATION STATEMENT

WOLVERINE WORLD WIDE, INC.
9341 Courtland Drive
Rockford, Michigan 49351
(616) 866-5500

EXHIBIT INDEX

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5	Opinion Regarding Legality of Securities Offered-- Included in Exhibit 23.1 and incorporated herein by reference.	*
23.1	Consent of Warner, Norcross & Judd.	
23.2	Consent of Ernst & Young LLP.	
24	Powers of Attorney.	
99	Wolverine World Wide, Inc. 1994 Directors' Stock Option Plan.	

<FN>

* Incorporated by reference.

EXHIBIT 99

WOLVERINE WORLD WIDE, INC.

1994 DIRECTORS' STOCK OPTION PLAN

SECTION 1

Establishment of Plan; Purpose of Plan

1.1 Establishment of Plan. The Company hereby establishes the 1994 DIRECTORS' STOCK OPTION PLAN (the "Plan") for its Non-Employee Directors. The Plan permits the grant of Stock Options that are nonqualified stock options.

1.2 Purpose of Plan. The purpose of the Plan is to advance the interests of the Company and its stockholders by attracting and retaining the services of experienced and knowledgeable Non-Employee Directors and to provide additional incentive for such Non-Employee Directors to continue to promote and work for the best interests of the Company and its stockholders through continuing ownership of the Company's Common Stock.

SECTION 2

Definitions

The following words have the following meanings unless a different meaning is plainly required by the context:

- 2.1 "Act" means the Securities Exchange Act of 1934, as amended.
- 2.2 "Board" means the Board of Directors of the Company.
- 2.3 "Code" means the Internal Revenue Code of 1986, as amended.
- 2.4 "Committee" means the Compensation Committee of the Board or such other committee as the Board shall designate to administer the Plan.
- 2.5 "Common Stock" means the Common Stock of the Company, par value \$1 per share.
- 2.6 "Company" means Wolverine World Wide, Inc., a Delaware corporation, and its successors and assigns.
- 2.7 "Market Value" shall equal the mean of the highest and lowest sales prices of shares of Common Stock on the New York Stock Exchange (or any successor exchange that is the primary stock

exchange for trading of Common Stock) on the date of grant, or if the New York Stock Exchange (or any such successor) is closed on that date, the last preceding date on which the New York Stock Exchange (or any such successor) was open for trading and on which shares of Common Stock were traded.

- 2.8 "Non-Employee Directors" means directors of the Company who are not also employees of the Company or any of its subsidiaries.
- 2.9 "Retirement" means the reaching of mandatory retirement age for a director as established by the Board, which is currently 70 years of age.

2.10 "Stock Option" means the right to purchase Common Stock at a stated price for a specified period of time. For purposes of the Plan, all Stock Options shall be nonqualified stock options.

SECTION 3

Administration

3.1 Power and Authority. The Committee shall administer the Plan, shall have full power and authority to interpret the provisions of the Plan and to supervise the administration of the Plan. All determinations, interpretations, and selections made by the Committee regarding the Plan shall be final and conclusive. The Committee shall hold its meetings at such times and places as it deems advisable. Action may be taken by a written instrument signed by a majority of the members of the Committee, and any action so taken shall be fully as effective as if it had been taken at a meeting duly called and held. The Committee shall make such rules and regulations for the conduct of its business as it deems advisable. The members of the Committee shall not be paid any additional fees for their services.

3.2 Indemnification of Committee Members. Each person who is or has been a member of the Committee shall be indemnified and held harmless by the Company from and against any cost, liability, or expense imposed or incurred in connection with such person's or the Committee's taking or failing to take any action under the Plan. Each such person shall be justified in relying on information furnished in connection with the Plan's administration by any appropriate person or persons.

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SECTION 4

Shares Subject to the Plan

4.1 Number of Shares. Subject to adjustment as provided in subsection 4.2, a maximum of 80,000 shares of Common Stock shall be available for Stock Options under the Plan. Such shares shall be authorized and may be either unissued or treasury shares.

4.2 Adjustments. If the number of shares of Common Stock outstanding changes on or after March 10, 1994, by reason of a stock dividend, stock split, reverse stock split, recapitalization, merger, consolidation, combination, exchange of shares, or any other change in the corporate structure or shares of the Company, the number and kind of securities subject to and reserved under the Plan, including, without limitation, the number of shares to be granted pursuant to subsection 5.1, together with applicable exercise prices, shall be appropriately adjusted. No fractional shares shall be issued pursuant to the Plan, and any fractional shares resulting from adjustments shall be eliminated from the respective Stock Options, with an appropriate cash adjustment for the value of any Stock Options eliminated. If a Stock Option is canceled, surrendered, modified, exchanged for a substitute Stock Option, or expires or terminates during the term of the Plan but prior to the exercise or vesting of the Stock Option in full, the shares subject to but not delivered under such Stock Option shall be available for other Stock Options.

SECTION 5

Stock Options

5.1 Grant. Subject to adjustment as provided in subsection 4.2, a Stock Option to purchase 750 shares of Common Stock shall be granted automatically on the date of the 1994 Annual Meeting of Stockholders and the date of each annual meeting thereafter to each director of the Company who is, at the close of each such annual meeting, a Non-Employee Director. In addition, each Non-Employee Director shall at the time of his or her initial election or appointment be granted a Stock Option to purchase 3,000 shares of Common Stock. Stock Option grants to Non-Employee Directors under this Plan are supplemental to and not in replacement of grants of options under the Company's Directors Stock Option Plan, which was approved by the stockholders in 1988 (the "1988 Plan"); provided, however, that the number of shares awarded to a Non-Employee Director pursuant to a Stock Option under this Plan shall be reduced by the number of shares awarded to such Non-Employee Director on the same date pursuant to the 1988 Plan such that no Non-Employee Director receives a combination of options under both plans to purchase a number of shares that is greater than the number of shares that would have been subject to Stock Options under this Plan alone on the applicable date. Stock Options shall be subject to such terms and

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conditions, consistent with the other provisions of the Plan, as may be determined by the Committee in its sole discretion.

5.2 Stock Option Agreements. Stock Options shall be evidenced by Stock Option agreements containing such terms and conditions, consistent with the provisions of the Plan, as the Committee shall from time to time determine. Each Stock Option agreement shall conclusively evidence, by the Non-Employee Director's signature thereon, that it is the intent of the Non-Employee Director to continue to serve as a director of the Company for the remainder of his or her term during which the Stock Option was granted.

5.3 Stock Option Price. The per share Stock Option price shall be one hundred percent (100%) of the Market Value of the Common Stock on the date of grant.

5.4 Medium and Time of Payment. The exercise price for each share purchased pursuant to a Stock Option granted under the Plan shall be payable in cash or in shares of Common Stock (including Common Stock to be received upon a simultaneous exercise) or other consideration substantially equivalent to cash. When appropriate arrangements are made with a broker or other institution, payment may be made by a properly executed exercise notice directing delivery of shares to a broker, together with irrevocable instructions to the broker to deliver promptly to Wolverine the amount of sale or loan proceeds to pay the exercise price.

5.5 Limits on Exercisability. Stock Options shall be exercisable for a period not to exceed 10 years from the date of grant. At the time of the exercise of a Stock Option, the holder of the Stock Option, if requested by the Committee, must represent to the Company that the shares are being acquired for investment and not with a view to the distribution thereof.

5.6 Restrictions on Transferability.

(a) General. No Stock Options granted under the Plan may be sold, exchanged, transferred, pledged, assigned, or otherwise alienated or hypothecated except by will or the laws of descent and distribution. All Stock Options granted to a Non-Employee Director shall be exercisable during the Non-Employee Director's lifetime only by such Non-Employee Director or the legal representative acting in the name of the Non-Employee Director.

(b) Other Restrictions. The Committee may impose other restrictions on any shares of Common Stock acquired pursuant to the exercise of a Stock Option under the Plan as the Committee deems advisable, including, without limitation, restrictions under applicable federal or state securities laws.

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5.7 Termination of Directorship.

(a) General. If a Non-Employee Director ceases to be a director of the Company for any reason other than the Non-Employee Director's death, disability, or Retirement, the Non-Employee Director may exercise his Stock Options only for a period of three months after such termination of director status.

(b) Death. If a Non-Employee Director dies either while a director of the Company or after the termination of his or her directorship, the Stock Option issued to such Non-Employee Director shall be exercisable by the personal representative of such Non-Employee Director or other successor to the interest of the Non-Employee Director for one year after the Non-Employee Director's death.

(c) Disability. If a Non-Employee Director ceases to be a director of the Company due to the Non-Employee Director's disability, the Non-Employee Director may exercise a Stock Option for a period of one year following such termination of directorship.

(d) Non-Employee Director Retirement. If a Non-Employee Director reaches mandatory Retirement age for a director, any Stock Option granted under the Plan may be exercised during the remaining term of the Stock Option.

SECTION 6

General Provisions

6.1 No Rights to Awards. Except as otherwise provided in subsection 5.1, no Non-Employee Director or other person shall have any claim to be granted any Stock Option under the Plan, and there is no obligation of uniformity of treatment of Non-Employee Directors or holders or beneficiaries of Stock Options under the Plan. To the extent consistent with the Plan, the terms and conditions of Stock Options and the determination of the Committee to grant a waiver or modification of any Stock Option and the terms and conditions thereof need not be the same with respect to each Non-Employee Director.

6.2 Compliance With Laws; Listing and Registration of Shares. All Stock Options granted under the Plan (and all issuances of Common Stock or other securities under the Plan) shall be subject to all applicable laws, rules, and regulations, and to the requirement that if at any time the Committee shall determine, in its discretion, that the listing, registration, or qualification of the shares covered thereby upon any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body, is necessary or desirable as

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a condition of, or in connection with, the grant of such Stock Option or the issue or purchase of shares thereunder, such Stock Option may not be exercised in whole or in part, or the restrictions on such Stock Option shall not lapse, unless and until such listing, registration, qualification, consent, or approval shall have been effected or obtained free of any conditions not acceptable to the Committee.

6.3 No Limit on Other Compensation Arrangements. Nothing contained in the Plan shall prevent the Company from adopting or continuing in effect other or additional compensation arrangements, including the grant of stock options and other stock-based awards, and such arrangements may be either generally applicable or applicable only in specific cases.

6.4 No Right to Directorship. The grant of a Stock Option shall not be construed as giving a Non-Employee Director the right to be retained as a director of the Company. A Non-Employee Director may be removed from his or her directorship in accordance with the Company's By-Laws, Certificate of Incorporation, or applicable law, free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan or in any written agreement with a Non-Employee Director.

6.5 Governing Law. The validity, construction, and effect of the Plan and any rules and regulations relating to the Plan shall be determined in accordance with the laws of the State of Michigan and applicable federal law.

6.6 Severability. In the event any provision of the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

SECTION 7

Amendment

The Board may from time to time amend the Plan as it deems proper and in the best interests of the Company; provided, however, that the Plan may not be amended more than once every six months, other than to comport with changes in the Code, the Employee Retirement Income Security Act, or the rules thereunder; and provided further, that without stockholder approval no such amendment shall be effective that would: (a) materially increase either the benefits to Non-Employee Directors under the Plan or the number of shares that may be issued under the Plan; (b) modify the eligibility requirements for participation in the Plan; or (c) require stockholder approval pursuant to Rule 16b-3 under the Act or the rules of the New York Stock Exchange or any other exchange upon which the Company's Common Stock is traded. In addition, no termination, amendment, or modification of the Plan shall become effective with respect to any Stock

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Option previously granted under the Plan without the prior written consent of the Non-Employee Director holding such Stock Option, unless such termination, amendment, or modification operates solely to the benefit of the Non-Employee Director, except according to the terms of the Plan or the Stock Option agreement.

SECTION 8

Effective Date and Duration of the Plan

This Plan shall take effect April 21, 1994, subject to approval by the stockholders at the 1994 Annual Meeting of Stockholders or any adjournment thereof or at a Special Meeting of Stockholders. Stock Options

granted under the Plan shall not be exercisable prior to such stockholder approval and shall expire if the stockholders do not approve the Plan at the 1994 Annual Meeting of Stockholders or any adjournment thereof. The Board may terminate the Plan at any time and, unless earlier terminated by the Board, the Plan shall terminate on April 20, 2004. No Stock Option shall be granted under the Plan after such date.

EXHIBIT 5 AND 23.1

August 23, 1994

Securities and Exchange Commission
450 Fifth Street, N.W.
Judiciary Plaza
Washington, D.C. 20549

Re: Wolverine World Wide, Inc.
Registration Statement on Form S-8
1994 Directors' Stock Option Plan

Dear Sir or Madam:

We represent Wolverine World Wide, Inc., a Delaware corporation (the "Corporation") with respect to the above-captioned registration statement on Form S-8 (the "Registration Statement") filed pursuant to the Securities Act of 1933 (the "Act") to register 120,000 shares of the Corporation's common stock, \$1 par value per share.

As general counsel for the Corporation, we have examined and are familiar with the Corporation's Certificate of Incorporation, Bylaws, and other corporate records and documents and have made such further examination as we have deemed necessary or advisable in order to enable us to render this opinion. We have also assisted in preparing the Registration Statement.

Based on the foregoing, we are of the opinion that:

1. The Corporation is a corporation duly organized and validly existing under the laws of the State of Delaware.
2. The one hundred twenty thousand (120,000) shares of common stock being registered on Form S-8 under the Act are duly authorized shares, and when issued pursuant to the Corporation's 1994 Directors' Stock Option Plan will be legally issued and outstanding, fully paid, and nonassessable.

We hereby consent to the use of this opinion as an Exhibit to the Registration Statement on Form S-8 covering the common stock to be issued pursuant to the Corporation's 1994 Directors' Stock Option Plan.

Very truly yours,

WARNER, NORCROSS & JUDD

By /s/ Blake W. Krueger
Blake W. Krueger
A Partner

EXHIBIT 24

POWER OF ATTORNEY

Each of the undersigned, in his or her capacity as a director or officer, or both, as the case may be, of Wolverine World Wide, Inc., does hereby appoint GEOFFREY B. BLOOM and BLAKE W. KRUEGER, and any of them severally, his or her true and lawful attorney or attorneys to execute in his or her name, in his or her capacity as a director or officer, or both, as the case may be, of Wolverine World Wide, Inc., a Form S-8 Registration Statement of Wolverine World Wide, Inc. with respect to the issuance of up to 120,000 shares of its Common Stock, \$1.00 par value, to be offered in connection with the Wolverine World Wide, Inc. 1994 Directors' Stock Option Plan, any and all amendments to such Registration Statement and post-effective amendments thereto, and to file the same with the Securities and Exchange Commission. Each of such attorneys shall have full power and authority to do and to perform in the name and on behalf of each of the undersigned, in any and all capacities, every act whatsoever requisite or necessary to be done in the premises as fully and to all intents and purposes as each of the undersigned might or could do in person, hereby ratifying and approving the acts of such attorneys and each of them.

Signature	Title	Date
/s/ Phillip D. Matthews Phillip D. Matthews	Chairman of the Board	May 17, 1994
/s/ Thomas D. Gleason Thomas D. Gleason	Vice Chairman of the Board	May 16, 1994
/s/ Daniel T. Carroll Daniel T. Carroll	Director	May 17, 1994
/s/ Stuart J. Northrop Stuart J. Northrop	Director	May 17, 1994
/s/ David T. Kollat David T. Kollat	Director	May 18, 1994
/s/ David P. Mehney David P. Mehney	Director	May 16, 1994
/s/ Joseph A. Parini Joseph A. Parini	Director	May 17, 1994

Signature	Title	Date
/s/ Geoffrey B. Bloom Geoffrey B. Bloom	President, Chief Executive Officer and Director	May 17, 1994
/s/ Stephen L. Gulis, Jr. Stephen L. Gulis, Jr.	Vice President Finance, Principal Financial Officer and Principal Accounting Officer	May 17, 1994

EXHIBIT 23.2

CONSENT OF INDEPENDENT AUDITORS

We consent to the incorporation by reference in the Form S-8 Registration Statement pertaining to the Wolverine World Wide, Inc. 1994 Directors' Stock Option Plan of our report dated February 14, 1994, with respect to the consolidated financial statements and schedules of Wolverine World Wide, Inc. and subsidiaries included in its Annual Report (Form 10-K) for the fiscal year ended January 1, 1994, filed with the Securities and Exchange Commission.

Grand Rapids, Michigan
August 18, 1994

By /s/ Ernst & Young LLP
Ernst & Young LLP