SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

[X] Quarterly Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the quarterly period ended:

June 30, 1999

or

[ ] Transition Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the transition period from: ______to______

Commission file number: 1-10686

MANPOWER INC.
(Exact name of registrant as specified in its charter)

Wisconsin	39-1672779
(State or other jurisdiction of incorporation)	(IRS Employer Identification No.)

5301 N. Ironwood Road Milwaukee, Wisconsin	53217
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (414) 961-1000

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes X No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Shares Outstanding at June 30, 1999
Common Stock, $.01 par value	76,719,316

MANPOWER INC. AND SUBSIDIARIES

INDEX

PART I - FINANCIAL INFORMATION

Item 1 - Financial Statements

MANPOWER INC. AND SUBSIDIARIES

Consolidated Balance Sheets
(in thousands)

ASSETS

	June 30, 1999 (unaudited)	December 31, 1998
CURRENT ASSETS:		
Cash and cash equivalents	$116,788	$180,456
Accounts receivable, less allowance for doubtful accounts of $40,302 and $39,504, respectively	1,654,099	1,674,729
Prepaid expenses and other assets	62,501	53,565
Future income tax benefits	51,099	52,812
Total current assets	1,884,487	1,961,562
OTHER ASSETS:		
Investments in licensees	34,512	33,055
Other assets	219,658	195,223
Total other assets	254,170	228,278
PROPERTY AND EQUIPMENT:		
Land, buildings, leasehold improvements and equipment	396,097	411,391
Less: accumulated depreciation and amoritization	217,621	220,131
Net property and equipment	178,476	191,260
Total assets	$2,317,133	$2,381,100

The accompanying notes to consolidated financial statements are an integral part of these balance sheets.

MANPOWER INC. AND SUBSIDIARIES

Consolidated Balance Sheets
(in thousands, except share data)

LIABILITIES AND STOCKHOLDERS' EQUITY

	June 30, 1999 (unaudited)	December 31, 1998
CURRENT LIABILITIES:		
Payable to banks	$ 51,511	$ 99,268
Accounts payable	410,790	347,864
Employee compensation payable	69,204	77,084
Accrued liabilities	159,402	154,428
Accrued payroll taxes and insurance	275,245	319,053
Value added and income taxes payable	265,809	309,283
Current maturities of long-term debt	3,587	4,076
Total current liabilities	1,235,548	1,311,056
OTHER LIABILITIES:		
Long-term debt	211,400	154,594
Other long-term liabilities	271,908	246,512
Total other liabilities	483,308	401,106
STOCKHOLDERS' EQUITY:		
Preferred stock, $.01 par value, authorized 25,000,000 shares, none issued	-	-
Common stock, $.01 par value, authorized 125,000,000 shares, issued 83,541,916 and 83,279,149 shares, respectively	835	833
Capital in excess of par value	1,607,730	1,602,721
Accumulated deficit	(742,981)	(787,699)
Accumulated other comprehensive loss	(80,083)	(17,895)
Treasury stock at cost, 6,822,600 and 4,349,400 shares, respectively	(187,224)	(129,022)
Total stockholders' equity	598,277	668,938
Total liabilities and stockholders' equity	$2,317,133	$2,381,100

The accompanying notes to consolidated financial statements are an integral part of these balance sheets.

MANPOWER INC. AND SUBSIDIARIES

Consolidated Statements of Operations (Unaudited)
(in thousands, except per share data)

	3 Months Ended June 30, 1999	3 Months Ended June 30, 1998	6 Months Ended June 30, 1999	6 Months Ended June 30, 1998
Revenues from services	$2,327,597	$2,136,103	$4,502,833	$4,008,969
Cost of services	1,922,879	1,775,718	3,717,881	3,321,226
Gross profit	404,718	360,385	784,952	687,743
Selling and administrative expenses	377,306	315,450	720,748	606,045
Operating profit	27,412	44,935	64,204	81,698
Interest and other expense	5,047	4,352	9,887	7,496
Earnings before income taxes	22,365	40,583	54,317	74,202
Provision for income taxes	(9,420)	14,411	1,924	26,340
Net earnings	$ 31,785	$ 26,172	$ 52,393	$ 47,862
Net earnings per share	$ .41	$ .32	$ .67	$ .59
Net earnings per share - diluted	$ .40	$ .32	$ .66	$ .58
Weighted average common shares	77,789	80,646	78,413	80,602
Weighted average common shares - diluted	78,508	82,031	79,196	82,012

The accompanying notes to consolidated financial statements are an integral part of these statements.

MANPOWER INC. AND SUBSIDIARIES

Supplemental Systemwide Information (Unaudited)
(in thousands)

	3 Months Ended June 30, 1999	3 Months Ended June 30, 1998	6 Months Ended June 30, 1999	6 Months Ended June 30, 1998
Systemwide Sales	$2,756,067	$2,561,343	$5,318,537	$4,838,259

Systemwide information represents the total of Company-owned branches and franchises.

MANPOWER INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows (Unaudited)
(in thousands)

	6 Months Ended June 30, 1999	6 Months Ended June 30, 1998
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net earnings	$52,393	$47,862
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	33,151	26,586
Deferred income taxes	(13)	223
Provision for doubtful accounts	6,513	7,186
Changes in operating assets and liabilities:		
Accounts receivable	(125,835)	(232,452)
Other assets	(33,794)	(12,641)
Other liabilities	83,753	154,419
Cash provided (used) by operating activities	16,168	(8,817)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(38,703)	(63,322)
Proceeds from the sale of property and equipment	10,272	882
Acquisitions of businesses, net of cash acquired	(2,518)	(6,913)
Cash used by investing activities	(30,949)	(69,353)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net change in payable to banks	(33,194)	51,560
Proceeds from long-term debt	61,161	40,292
Repayment of long-term debt	(4,845)	(757)
Proceeds from stock option and purchase plans	5,012	9,515
Repurchase of common stock	(58,202)	-
Dividends paid	(7,675)	(7,263)
Cash (used) provided by financing activities	(37,743)	93,347
Effect of exchange rate changes on cash	(11,144)	(1,872)
Net change in cash and cash equivalents	(63,668)	13,305
Cash and cash equivalents, beginning of period	180,456	142,246
Cash and cash equivalents, end of period	$116,788	$155,551
SUPPLEMENTAL CASH FLOW INFORMATION:		
Interest paid	$7,601	$4,157
Income taxes paid	$37,763	$16,011

The accompanying notes to consolidated financial statements are an integral part of these statements.

Notes to Consolidated Financial Statements (Unaudited)
For the Six Months Ended June 30, 1999 and 1998
(in thousands, except per share data)

(1) Basis of Presentation

Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted pursuant to the rules and regulations of the Securities and Exchange Commission, although the Company believes that the disclosures are adequate to make the information presented not misleading. These consolidated financial statements should be read in conjunction with the consolidated financial statements included in the Company's 1998 Annual Report to Shareholders.

The information furnished reflects all adjustments that, in the opinion of management, are necessary for a fair statement of the results of operations for the periods presented. Such adjustments are of a normal recurring nature.

(2) Accounting Policies

The Financial Accounting Standards Board ("FASB") issued SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities" in June 1998. This statement establishes accounting and reporting standards requiring that every derivative instrument be recorded on the balance sheet as either an asset or liability measured at its fair value. The statement requires that changes in the derivative's fair value be recognized currently in earnings unless specific hedge accounting criteria are met, in which case the gains or losses would offset the related results of the hedged item. In June 1999, the FASB issued SFAS No. 137, "Accounting for Derivative Instruments and Hedging Activities-Deferral of the Effective Date of FASB Statement No. 133" which defers the required adoption date of SFAS No. 133 until 2001 for the Company, however early adoption is allowed. The Company has not yet determined the timing or method of adoption or quantified the impact of adopting this statement. While the statement could increase volatility in earnings and other comprehensive income, it is not expected to have a material impact on the Consolidated Financial Statements due to the Company's limited use of derivative instruments.

(3) Earnings Per Share

The calculations of net earnings per share and net earnings per share - diluted are as follows:

	3 Months Ended June 30, 1999	3 Months Ended June 30, 1998	6 Months Ended June 30, 1999	6 Months Ended June 30, 1998
Net earnings per share:				
Net earnings available to common shareholders	$ 31,785	$ 26,172	$ 52,393	$ 47,862
Weighted average common shares outstanding	77,789	80,646	78,413	80,602
	$ .41	$ .32	$ .67	$ .59
Net earnings per share - diluted:				
Net earnings available to common shareholders	$ 31,785	$ 26,172	$ 52,393	$ 47,862
Weighted average common shares outstanding	77,789	80,646	78,413	80,602
Effect of dilutive stock options	719	1,385	783	1,410
	78,508	82,031	79,196	82,012
	$ .40	$ .32	$ .66	$ .58

(4) Income Taxes

The Company had a one-time tax benefit of $15.7 million during the quarter ended June 30, 1999 in connection with the Company's dissolution of a non-operating subsidiary. Exclusive of the effect of this benefit, the Company provided for income taxes at 35.5%, which is equal to the estimated annual effective tax rate based on the currently available information. This rate is higher than the U.S. Federal statutory rate due to foreign tax rate differences and U.S. state income taxes.

(5) Stockholders' Equity

Total comprehensive income (loss) consists of net earnings and foreign currency translation adjustments and is as follows:

	3 Months Ended June 30, 1999	3 Months Ended June 30, 1998	6 Months Ended June 30, 1999	6 Months Ended June 30, 1998
Net earnings	$ 31,785	$ 26,172	$ 52,393	$ 47,862
Foreign currency translation adjustments	(20,856)	4,631	(62,188)	(5,929)
Total comprehensive income (loss)	$ 10,929	$ 30,803	$ (9,795)	$ 41,933

On April 26, 1999, the Company's Board of Directors declared a cash dividend of $.10 per share which was paid on June 14, 1999 to shareholders of record on June 2, 1999.

(6) Interest Rate Swap

The Company has an interest rate swap agreement, expiring in 2001, to fix the interest rate at 6.0% on $50,000 of the Company's borrowings under the revolving credit agreement. This swap agreement had an immaterial impact on the recorded interest expense during the six months of 1999. As of June 30, 1999, the variable interest rate under the revolving credit agreement was 5.3%.

(7) Business Segment Data by Geographical Area

Geographical segment information is as follows:

	3 Months Ended June 30, 1999	3 Months Ended June 30, 1998	6 Months Ended June 30, 1999	6 Months Ended June 30, 1998
Revenues from services:				
United States (a)	$ 560,092	$ 538,499	$1,075,921	$1,037,572
France	893,336	900,685	1,721,359	1,622,074
United Kingdom	264,704	254,473	537,507	502,707
Other Europe	357,212	262,207	684,134	493,045
Other Countries	252,253	180,239	483,912	353,571
	$2,327,597	$2,136,103	$4,502,833	$4,008,969
Operating Unit Profit:				
United States	$ 21,023	$ 20,284	$ 34,341	$ 35,544
France	21,302	18,150	34,665	30,216
United Kingdom	7,467	5,592	14,338	12,985
Other Europe	12,582	7,310	21,941	13,427
Other Countries	4,269	5,458	7,661	12,617
	66,643	56,794	112,946	104,789
Corporate expenses	(9,559)	(10,670)	(17,489)	(20,667)
Amortization of intangible assets	(1,672)	(1,189)	(3,253)	(2,424)
Non-recurring expenses (b)	(28,000)	-	(28,000)	-
Operating profit	27,412	44,935	64,204	81,698
Interest and other expense	5,047	4,352	9,887	7,496
Earnings before income taxes	$ 22,365	$ 40,583	$ 54,317	$ 74,202

(a) Total systemwide sales in the United States, which includes sales of Company-owned branches and franchises, was $930,526 and $894,951 for the three months ended June 30, 1999 and 1998, respectively, and $1,780,916 and $1,726,200 for the six months ended June 30, 1999 and 1998, respectively.

(b) Represents non-recurring items ($16,400 after tax) in the second quarter of 1999 related to employee severances, retirement costs and other associated realignment costs.

(8) Subsequent Events

On July 26, 1999, the Company issued euro200,000 in unsecured notes with an effective interest rate of 5.69%, due in July 2006. Net proceeds from the issuance were used to repay amounts under the Company's unsecured revolving credit agreement and the commercial paper program.

Item 2 - Management's Discussion and Analysis of Financial Condition and Results of Operations

Operating Results - Three Months Ended June 30, 1999 and 1998

Revenues increased 9.0% to $2,327.6 million for the second quarter of 1999. Revenues were unfavorably impacted by changes in currency exchange rates during the second quarter of 1999 due to the strengthening of the U.S. Dollar, as compared to the second quarter of 1998, relative to the currencies in most of the Company's non-U.S. markets. At constant exchange rates, the increase in revenues would have been 10.1%. Volume, as measured by billable hours of branch operations, increased 7.7% in the quarter. All of the Company's major markets experienced revenue increases, as measured in their local currencies, including the United States (4.0%), France (2.4%) and the United Kingdom (7.0%). The Company's Other Europe and Other Countries segments reported revenue increases, as measured in their local currencies, of 41.7% and 24.6%, respectively.

Cost of services, which consists of payroll and related expenses of temporary workers, decreased as a percentage of revenues to 82.6% in the second quarter of 1999 from 83.1% in the second quarter of 1998. Gross margins increased in France during the quarter due to enhanced pricing.

Selling and administrative expenses increased 19.6% to $377.3 million in the quarter, primarily due to non-recurring items totaling $28.0 million ($16.4 million after tax) related to employee severances, retirement costs and other associated realignment costs. Excluding these non-recurring items, selling and administrative expenses remained constant with the first quarter of 1999 level despite the Company's continued investments in new or expanding markets.

Interest and other expense was $5.0 million in the second quarter of 1999 compared to $4.4 million in the second quarter of 1998. Net interest expense, plus the cost of the U.S. accounts receivable securitization program in 1999, was $4.3 million and $2.4 million in the second quarter of 1999 and 1998, respectively. This increase is primarily due to higher borrowing levels to finance the share repurchase program and the Company's investment in new markets. Translation gains were $100,000 in the second quarter of 1999 compared to losses of $1.2 million in the second quarter of 1998.

The Company had a one-time tax benefit of $15.7 million during the quarter ended June 30, 1999 in connection with the Company's dissolution of a non-operating subsidiary. Exclusive of the effect of the benefit, the Company provided for income taxes at 35.5%, which is equal to the estimated annual effective tax rate based on the currently available information. This rate is higher than the U.S. Federal statutory rate due to foreign tax rate differences and U.S. state income taxes.

On a diluted basis, net earnings per share was $.40 in the second quarter of 1999 compared to $.32 in the secon++d quarter of 1998. Excluding the non-recurring items and one-time income tax gain, net earnings per share on a diluted basis would have been $.41 in the second quarter of 1999. The diluted weighted average shares decreased by 4.3% for the quarter due to the Company's treasury stock purchases and a smaller effect of dilutive stock options (see Note 3 to the Consolidated Financial Statements) because of the lower average share price during the quarter.

Operating Results - Six Months Ended June 30, 1999 and 1998

Revenues increased 12.3% to $4,502.8 million for the first six months of 1999. Revenues were unfavorably impacted by changes in currency exchange rates during the first six months of 1999 due to the strengthening weakening of the U.S. Dollar, as compared to the first six months of 1998, relative to the currencies in most of the Company's non-U.S. markets. At constant exchange rates, the increase in revenues would have been 11.5%. Volume, as measured by billable hours of branch operations, increased 9.2% in the six month period. All of the Company's major markets experienced revenue increases, as measured in their local currencies, including the United States (3.7%), France (5.9%) and the United Kingdom (8.9%). The Company's Other Europe and Other Countries segments reported revenue increases, as measured in their local currencies, of 40.1% and 23.9%, respectively.

Cost of services, which consists of payroll and related expenses of temporary workers, was 82.6% of revenues in the six months of 1999 compared to 82.8% during the same period in 1998. Gross margins increased in France during the first six months of 1999 due to enhanced pricing.

Selling and administrative expenses increased 18.9% to $720.7 million during the first six month period of 1999 primarily due to non-recurring items totaling $28.0 million ($16.4 million after tax) related to employee severances, retirement costs and other associated realignment costs. Excluding these non-recurring items, selling and administrative expenses remain at or below the expense levels of late 1998 despite the Company's continued investments in new or expanding markets.

Interest and other expense was $9.9 million in the first six months of 1999 compared to $7.5 million in the first six months of 1998. Net interest expense, plus the cost of the U.S. accounts receivable securitization program in 1999, was $8.3 million and $3.3 million in the first six months of 1999 and 1998, respectively. This increase is primarily due to higher borrowing levels to finance the share repurchase program and the Company's investment in new markets. Translation losses were $900,000 in the first six months of 1999 compared to $2.4 million in the first six months of 1998.

The Company had a one-time tax benefit of $15.7 million during the six month period ended June 30, 1999 in connection with the Company's dissolution of a non-operating subsidiary. Exclusive of the effect of the benefit, the Company provided for income taxes at 35.5%, which is equal to the estimated annual effective tax rate based on the currently available information. This rate is higher than the U.S. Federal statutory rate due to foreign tax rate differences and U.S. state income taxes.

On a diluted basis, net earnings per share was $.66 in the first six months of 1999 compared to $.58 in the first six months of 1998. Excluding the non-recurring items and one-time income tax gain, net earnings per share on a diluted basis would have been $.67 during the first six months of 1999. The diluted weighted average shares decreased by 3.4% for the first six months due to the Company's treasury stock purchases and a smaller effect of dilutive stock options (see Note 3 to the Consolidated Financial Statements) because of the lower average share price during the first six months.

Liquidity and Capital Resources

Cash provided by operating activities was $16.2 million in the first six months of 1999 compared to cash used by operating activities of $8.8 million in the first six months of 1998. This change reflects the increased earnings in the first six months of 1999, along with the change in working capital requirements between periods. Cash provided by operating activities before the changes in working capital requirements was $92.1 million in the first six months of 1999 compared to $81.9 million in the first six months of 1998. Cash used by changes in working capital was $75.9 million and $90.7 million in the first six months of 1999 and 1998, respectively.

Capital expenditures were $38.7 million in the first six months of 1999 compared to $63.3 million during the first six months of 1998. These expenditures included capitalized software of $1.2 million and $18.6 million in the first six months of 1999 and 1998, respectively. The balance is comprised of purchases of computer equipment, office furniture and other costs related to office openings and refurbishments.

Net cash provided from additional borrowings was $23.1 million and $91.1 million in the first six months of 1999 and 1998, respectively. The additional borrowings in 1999 were primarily used to support the working capital growth and to repurchase the Company's common stock. The Company repurchased 2.5 million common shares at a cost of $58.2 million during the first six months of 1999. The additional borrowings in 1998 were primarily used to support the working capital growth, investment in new markets and capital expenditures.

Accounts receivable decreased to $1,654.1 million at June 30, 1999 from $1,674.7 million at December 31, 1998. This decrease is primarily due to the effect of the change in currency exchange rates during the first six months of 1999 offset by the growth in many of the Company's major markets. The change in exchange rates negatively impacted the receivable balance by $149.5 million.

As of June 30, 1999, the Company had borrowings of $139.5 million and letters of credit of $60.0 million outstanding under its $415 million U.S. revolving credit facility, and borrowings of $68.0 million outstanding under its U.S. commercial paper program. The commercial paper borrowings have been classified as long-term debt due to the availability to refinance them on a long-term basis under the revolving credit facility.

On July 26, 1999, the Company issued euro200 million in unsecured notes with an effective interest rate of 5.69%, due in July 2006. Net proceeds from the issuance were used to repay amounts outstanding under the Company's unsecured revolving credit agreement and the commercial paper program.

The Company and some of its foreign subsidiaries maintain separate lines of credit with foreign financial institutions to meet short-term working capital needs. As of June 30, 1999, such lines totaled $154.9 million, of which $103.4 million was unused.

Year 2000

State of Readiness - In order to address Year 2000 compliance, the Company has initiated a comprehensive project designed to eliminate or minimize any business disruption associated with its information technology ("IT") and non-IT systems. In connection with this project, all significant Company subsidiaries have done systems assessments to determine what modifications will be required and detailed plans and timetables have been developed to complete and test the necessary remediation.

Primarily due to changing customer requirements, the Company is in the process of converting and upgrading many of its IT systems, and these new IT systems are Year 2000 compliant. For those IT systems not otherwise being converted or upgraded, remediation efforts have been planned. In the U.S., initial remediation efforts are completed, and testing of this remediation is substantially complete. Any further remediation needed as a result of the testing, and additional testing of the system interfaces, will continue through August of 1999. For all other significant subsidiaries, initial remediation is completed and ongoing testing of the remediation is scheduled to be completed during the third quarter of 1999. The ongoing remediation or replacement of all critical non-IT systems is scheduled to be completed by the third quarter of 1999. The Company presently believes that with these conversions, upgrades and remediation efforts, all significant Year 2000 Issues related to the Company's systems will be addressed.

In addition, the Company is contacting significant franchisees, vendors and customers to determine the extent to which the Company is vulnerable to those third parties' potential failure to remediate their own systems to address Year 2000 Issues. The Company has sent information to all U.S. and international franchisees regarding the business risks associated with the Year 2000. In addition, the Company contacted all franchisees requesting information regarding their Year 2000 status. The results will be used to assess the Year 2000 operational risks of our franchisees. Despite the Company's diligence, there can be no guarantee that companies that the Company relies upon to conduct its day-to-day business will be compliant.

Costs - To date, the Company has used both external and internal resources for the assessment, remediation and testing of its systems. As of June 30, 1999, approximately $8.4 million has been expensed for external resources. The total expense for external resources is currently estimated to be $10 million to $12 million. Hardware purchases directly related to the project, which are expensed as incurred, have been minimal as of June 30, 1999, and the Company does not expect any remaining hardware purchases to be significant. The cost of internal resources is aggregated with the Company's information technology cost centers. The total cost of the project is not expected to have a material impact on the Company's financial position, results of operations or cash flows.

Risks - With respect to the risks associated with its systems, the Company believes that the most reasonably likely worst case scenario is that the Company will experience a number of minor system malfunctions and errors in the early days and weeks of the Year 2000. The Company does not expect these problems to have a material impact on the Company's ability to place and pay workers or invoice customers.

With respect to the risks associated with third parties, the Company believes that the most reasonably likely worst case scenario is that some of the Company's franchisees, vendors and customers will not be compliant. Failure by these companies, or any governmental entities, to remediate their systems on a timely basis could have a material adverse effect on the Company.

Contingency Plans - The Company is currently preparing to handle the most reasonably likely worst case scenarios described above. The Company is evaluating and developing contingency plans for these risks and is scheduled to have them completed by October of 1999.

The Euro

On January 1, 1999, eleven of the fifteen member countries of the European Union (the "participating countries") established fixed conversion rates between their existing sovereign currencies (the "legacy currencies") and the Euro and have agreed to adopt the Euro as their common legal currency. The legacy currencies will remain legal tender in the participating countries as denominations of the Euro between January 1, 1999 and January 1, 2002 (the "transition period"). During the transition period, public and private parties may pay for goods and services using either the Euro or the participating country's legacy currency.

The Company is currently assessing the impact of the Euro in its business operations in all participating countries. In some countries, the Company has made system modifications to generate dual currency invoices, allowing customers to pay in either the legacy currency or in Euro. To date, the Company has not had significant customer requests for specific invoicing or reporting formats that are not handled by the current systems. However, modifications will be necessary to convert database information to report information in either Euro or in both currencies. Such modifications will occur throughout the transition period and will be coordinated with other system-related upgrades and enhancements. The Company expenses all such system modification costs as incurred. To date, all modification costs have been minimal, and the Company currently does not expect significant costs related to future modifications.

Forward-Looking Statements

Certain information included or incorporated by reference in this filing and identified by use of the words `expects,' `believes,' `plans' or the like constitutes forward-looking statements, as such term is defined in Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. In addition, any information included or incorporated by reference in future filings by the Company with the Securities and Exchange Commission, as well as information contained in written material, releases and oral statements issued by or on behalf of the Company may include forward-looking statements. All statements which address operating performance, events or developments that the Company expects or anticipates will occur or future financial performance are forward-looking statements.

These forward-looking statements speak only as of the date on which they are made. They rely on a number of assumptions concerning future events and are subject to a number of risks and uncertainties, many of which are outside of the Company's control, that could cause actual results to differ materially from such statements. These risks and uncertainties include, but are not limited to:

* material changes in the demand from larger customers, including customers with which the Company has national or global arrangements
* availability of temporary workers or increases in the wages paid to these workers
* competitive market pressures, including pricing pressures
* ability to successfully invest in and implement information systems
* unanticipated technological changes, including obsolescence or impairment of information systems
* changes in customer attitudes toward the use of staffing services
* government or regulatory policies adverse to the employment services industry
* general economic conditions in international markets
* interest rate and exchange rate fluctuations

The Company disclaims any obligation to update publicly or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Item 3 - Quantitative and Qualitative Disclosures About Market Risk

The Company's annual report on Form 10-K contains certain disclosures about market risks affecting the Company. There have been no material changes to the information provided which would require additional disclosures as of the date of this filing except for the issuance of the euro200 million unsecured notes in July 1999 (see the Liquidity and Capital Resource section of the Management Discussion and Analysis for additional information). These notes will be accounted for as a hedge of the Company's net investment in European subsidiaries with Euro functional currencies. Since the Company's net investment in these subsidiaries exceeds the amount of the notes, all translation gains or losses related to the these notes will be recorded as a component of Other comprehensive income.

PART II - OTHER INFORMATION

Item 4 - Submission of Matters to a Vote of Security Holders

On April 26, 1999, at the Company's Annual Meeting of Shareholders (the "Annual Meeting") the shareholders of the Company voted to: (1) Elect two directors to serve until 2002 as Class III directors, (2) increase the number of shares authorized for issuance under the 1994 Executive Stock Option and Restricted Stock Plan of Manpower Inc. and (3) ratify the appointment of Arthur Andersen LLP as the Company's independent auditors for 1999. In addition Messrs. Dennis Stevenson and John R. Walter continued as Class I directors (term expiring 2000), and Messrs. J. Ira Harris, Terry A. Hueneke, Newton N. Minow and Gilbert Palay continued as Class II directors (term expiring 2001). The results of the proposals voted upon at the Annual Meeting are as follows:

	For	Against	Withheld	Abstain	Broker Non-Vote
1. a) Election of Dudley J. Godfrey, Jr.	60,241,162	-	1,537,658	-	-
b) Election of Marvin B. Goodman	60,761,400	-	1,017,420	-	-
2. Increase the number of shares authorized for issuance under the 1994 Executive Stock Option and Restricted Stock Plan	42,293,133	19,230,932	-	254,755	-
3. Ratification of Arthur Andersen LLP as independent auditors	61,550,133	61,970	-	166,717	

Item 5 - Other Information

On July 26, 1999, the Company issued euro200 million in unsecured notes with an effective interest rate of 5.69%, due in July 2006. The Notes were offered outside the United States in reliance on Regulation S under the Securities Act of 1933, as amended, through a group of managers led by Goldman Sachs International. The Company applied to list the Notes on the Luxembourg Stock Exchange.

Item 6 - Exhibit and Reports on Form 8-K

(a) Exhibits

10.1 Stock Option Agreement between Manpower Inc. and John R. Walter dated April 26, 1999.

10.2 Advisory Services Agreement between Manpower, Inc., Ashlin Management Company and John R. Walter dated April 26, 1999.

10.3 Nonstatutory Stock Option Agreement between Manpower Inc. and Mitchell S. Fromstein dated April 26, 1999.

10.4 Agreement between Manpower Inc. and Mitchell S. Fromstein dated April 26, 1999.

27 Financial Data Schedule

(b) Reports on Form 8-K

The Company filed one current report on Form 8-K on May 3, 1999 with respect to Item 5 - Other Events for the period ended April 26, 1999.

The Company filed one current report on Form 8-K on June 28, 1999 with respect to Item 5 - Other Events for the period ended June 25, 1999.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

MANPOWER INC.

(Registrant)

Date: August 16, 1999

/s/ Michael J. Van Handel

Michael J. Van Handel
Senior Vice President
Chief Financial Officer,
Treasurer and Secretary
(Signing on behalf of the Registrant and as the Principal Financial Officer and Principal Accounting Officer)

MANPOWER INC.

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 Van Handel

/s/ John R. Walter

John R. Walter

Manpower Inc.
5301 North Ironwood Road
Milwaukee, Wisconsin 53217

April 26, 1999

Ashlin Management Company:

This letter will confirm our agreement with respect to the advisory services to be provided by Mr. John R. Walter to Manpower Inc. (the "Corporation"):

1. The Corporation is retaining Mr. Walter, through Ashlin Management Company ("Ashlin"), to provide such advice and assistance respecting the affairs and activities of the Corporation and its direct or indirect subsidiaries (the "Manpower Group") as the senior executive officers of the Corporation may reasonably request from time to time, including without limitation, advice on investor relations matters, conceptual strategic planning matters, long-term growth planning and compensation issues. We understand that these services will be rendered on an irregular, part-time basis at such times as are mutually agreed upon by Mr. Walter and the Corporation.

2. This advisory relationship will begin on the date of this letter and will continue until April 30, 2001, subject to extension by our mutual agreement, unless sooner terminated as provided below (the "Advisory Period").

3. In consideration for Mr. Walter's services:

(a) The Corporation is granting to Mr. Walter an option to purchase 175,000 shares of the Corporation's common stock contemporaneously with the execution and delivery of this letter agreement.

(b) During the Advisory Period, the Corporation will pay Ashlin a fee at the rate of $500,000 per year, payable in equal monthly installments on the first day of each month beginning May 1, 1999.

4. The Corporation will reimburse Ashlin for all reasonable out-of-pocket expenses incurred by Mr. Walter or Ashlin in the course of performing his services

during the Advisory Period, subject to your compliance with the guidelines of the Corporation concerning expense reimbursement.

5. The Advisory Period will terminate early as follows:

(a) The Advisory Period will terminate upon Mr. Walter's death.

(b) If Mr. Walter becomes physically or mentally disabled so as to become unable, for a total of one hundred eighty days within any one year period during the Advisory Period, to perform his duties hereunder when requested, the Corporation may, at its option, terminate the Advisory Period.

(c) The Corporation may terminate the Advisory Period for "Cause." As used in this letter, "Cause" will mean (i) Mr. Walter's willful engaging in conduct which is demonstrably and materially injurious to the Manpower Group, monetarily or otherwise, (ii) any dishonest or fraudulent conduct which results or is intended to result in gain to Mr. Walter or his personal enrichment at the expense of the Manpower Group, or (iii) Mr. Walter's conviction of a felony, misdemeanor or criminal offense, as evidenced by a binding and final judgment, order or decree of a court of competent jurisdiction which impairs his ability substantially to perform his duties under this letter agreement.

(d) You may terminate the Advisory Period at any time by delivering notice to the Corporation of your election to terminate.

4. Mr. Walter will at all times remain an independent contractor and nothing in our arrangement will create an employment relationship between Mr. Walter and the Corporation. Accordingly, the Corporation will not have the right to control or direct the details and means by which Mr. Walter accomplishes his advisory services.

5. Our agreement as confirmed by this letter will be governed by and construed in accordance with the internal laws of Wisconsin, without regard to principles of conflicts of law.

If the foregoing conforms with your understanding of our agreement, would you kindly indicate your acceptance by signing the enclosed copy of this letter in the space provided below and returning it to the Corporation.

Yours very truly,

MANPOWER INC.

By: /s/ Terry Hueneke

Accepted and agreed to the 26th day of April, 1999.

ASHLIN MANAGEMENT COMPANY

By: /s/ John R. Walter

/s/ John R. Walter

John R. Walter

MANPOWER INC.

NONSTATUTORY STOCK OPTION AGREEMENT

This Nonstatutory Stock Option Agreement (this "Agreement") is executed as of April 26, 1999, by and between MANPOWER INC., a Wisconsin corporation (the "Corporation"), and MITCHELL S. FROMSTEIN (the "Employee").

W I T N E S S E T H:

WHEREAS, the Board of Directors of the Corporation has established the 1994 Executive Stock Option and Restricted Stock Plan (the "Plan") for employees of the Corporation and its subsidiaries; and

WHEREAS, the Corporation has granted to the Employee an option under the Plan, on the terms provided in this Agreement and the Plan, in partial consideration of the commitments made by the Employee in an agreement between the Corporation and the Employee being executed and delivered concurrently herewith, regarding the Employee's resignation from full-time service with the Corporation and continuing advisory relationship with the Corporation, and as an additional incentive to the Employee to put forth maximum effort for the continued success and growth of the Corporation and its subsidiaries;

NOW, THEREFORE, the Corporation and the Employee hereby agree as follows:

1. Provisions of Plan Control. This Agreement shall be governed by the provisions of the Plan, the terms and conditions of which are incorporated herein by reference. 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 Employee. Unless otherwise provided herein, all capitalized words in this Agreement shall have the meaning ascribed to them in the Plan. A copy of the Plan will be delivered to the Employee upon reasonable request.

2. Option; Number of Shares; Option Price. The Employee shall have the right and option to purchase all or any part of an aggregate of 100,000 Shares (the "Option") at the purchase price of $23.5625 per Share.

3. Time Limitations on Exercise of Option. Unless the Committee establishes otherwise or except as otherwise provided in the Plan, immediately on or after the date hereof, all or any portion of the Shares covered hereby may be purchased. To the extent not previously exercised according to the terms hereof, the Option shall expire on the fifth anniversary of the date hereof.

4. Termination of Employment. The Option shall be exercisable upon the termination of the Employee's employment relationship with the Corporation and its subsidiaries only in the manner and to the extent provided in Paragraph 10 of the Plan.

5. 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 purchase price of the Shares then being acquired upon exercise in the manner described in Paragraph 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 Employee of such documents and information as the Committee may deem necessary or appropriate in connection with such registration or qualification or the issuance of Shares hereunder.

6. Prohibition Against Transfer. Unless otherwise provided by the Committee and except as provided in Paragraph 11 of the Plan, the Option, and the rights and privileges conferred hereby, may not be transferred by the Employee, and shall be exercisable during the lifetime of the Employee only by the Employee.

7. Notices. Any notice to be given to the Corporation under the terms of this Agreement shall be given in writing either to the management of the subsidiary employing the Employee, or to the Corporation in care of its Secretary at 5301 North Ironwood Road, Milwaukee, Wisconsin 53217. Any notice to be given to the Employee may be addressed to him at his address as it appears on the payroll records of the Corporation or any subsidiary thereof. Any such notice shall be deemed to have been duly given if and when actually received by the party to whom it is addressed, as evidenced by a written receipt to that effect.

8. 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 or cash payable hereunder or otherwise until arrangements satisfactory to the Corporation have been made with respect to such withholding obligations.

IN WITNESS WHEREOF, the Corporation has caused these presents to be executed as of the date and year first above written, which is the date of the granting of the Option evidenced hereby.

MANPOWER INC.

By: /s/ Michael J. Van Handel

Michael J. Van Handel Secretary

The undersigned Employee hereby accepts the foregoing Option and agrees to the several terms and conditions hereof and of the Plan.

/s/ Mitchell S. Fromstein

Mitchell S. Fromstein Employee

Manpower Inc.
5301 North Ironwood Road
Milwaukee, Wisconsin 53217

April 26, 1999

Mr. Mitchell S. Fromstein:

This letter will confirm our agreement with respect to your resignation from full-time service with Manpower Inc. (the "Corporation") and your continuing advisory relationship with the Corporation. We have agreed as follows:

1. Resignation. By executing this letter, you resign from your positions as Chairman and a member of the Board of Directors, as President and Chief Executive Officer of the Corporation, as a trustee of each of the benefit plans of the Corporation for which you currently serve as trustee, and as a director and/or officer of each subsidiary and affiliate of the Corporation for which you currently serve as a director and/or officer, all effective as of April 30, 1999 (the "Effective Date"). As of the Effective Date, the Board of Directors has appointed you Chairman Emeritus.

2. 1999 Compensation. The Corporation will pay you your full base salary through the Effective Date at the rate now in effect. In accordance with your Employment Agreement dated September 16, 1987, as amended, the Corporation will also pay you as an incentive bonus for 1999 an amount equal to the product of (i) the incentive bonus which would have been payable to you had your full-time employment with the Corporation not terminated pursuant to this letter agreement and (ii) a fraction the numerator of which is 120, and the denominator of which is 365. Your incentive bonus for 1999 will be payable at the time the incentive bonus is normally payable.

3. Supplemental Benefit. In accordance with the terms of your Employment Agreement dated September 16, 1987, as amended, the Corporation will pay you supplemental retirement pay equal to Five Million Two Hundred Eighty-Seven Thousand Seven Hundred Eleven Dollars ($5,287,711). Notwithstanding the terms of such agreement, such amount will be payable in a lump sum on July 1, 1999

4. Benefits.

(a) In accordance with the terms of your Employment Agreement dated September 16, 1987, as amended, for the remainder of the lives of you and your spouse, regardless of any eligibility rules in effect at any time and regardless of your age, the Corporation will arrange to provide you and your spouse, at the Corporation's expense, with full coverage under medical and dental plans of the Corporation having benefits at least as favorable as those existing under the Corporation's plans in effect on

September 16, 1990,
and any increased benefits as may thereafter have been or may be provided from time to time under any such plan or substitute therefor or modification thereof; and notwithstanding any provision of any such plan to the contrary, neither you nor your spouse will be required to make any additional payment in order to obtain this coverage. In the event that your participation in any such plan is prohibited by the terms and provisions thereof or the Corporation otherwise cannot offer such benefits under its plans, the Corporation will provide alternative coverage for

you and your spouse for each of your remaining lives, as nearly as practicable, equivalent to that which you and your spouse would otherwise be entitled under this Section 4(a).

(b) In addition to other payments under this letter, the Corporation will make equal monthly payments to you for your lifetime (or to your spouse for her lifetime if you predecease her) in such amount as is necessary to assure that the total payments received by you (or your spouse) under this Section 4(b) and under the Manpower Inc. Retirement Plan and the Manpower Inc. Deferred Compensation Plan will equal Seven Hundred Fifty Thousand Dollars ($750,000) per year; provided, however, that if you were to remarry, the amount payable under this Section 4(b) to your new spouse during her lifetime if you predecease her shall not exceed the actuarial equivalent as of the time of your death of the amount which would be payable to a spouse with the birth date of your present spouse. These monthly payments will commence on the first day of the month immediately after the month in which the Effective Date occurs, and will continue on the first day of each calendar month thereafter for the life of the survivor of you and your spouse.

(c) Except for the retirement benefits and medical and dental insurance set forth in this Section 4, any accrued benefits under company plans and the stock options referred to in Section 8, below, and any employee benefits provided by law, you shall not receive on or after April 30, 1999, any employee benefits or perquisites from the Corporation or be entitled to participate in any Corporation stock or other benefit plans.

5. Advisory Services. Beginning on the Effective Date and continuing until the date three years thereafter unless earlier terminated under Section 14 hereof (the "Advisory Period"), you will be employed by the Corporation on a part-time basis to render such advice and assistance respecting the affairs and activities of the Corporation and its direct or indirect subsidiaries (collectively, the "Manpower Group") as the Chairman of the Board of Directors or a senior executive officer of the Corporation may from time to time reasonably request, contemplated to include advice and assistance as requested relating to management transition issues, customers and franchisees, and investor relations matters. Your advisory services will be performed at such times as are mutually agreed upon by you and the Corporation. During the Advisory Period, you may engage in other activities, subject to the restrictions set forth in Sections 10 through 12 hereof. At the end of the Advisory Period, your employment will terminate.

6. Advisory Fee. In consideration of the advisory services to be performed by you pursuant hereto, and in partial consideration of your other obligations under this letter, the Corporation will pay you during the Advisory Period an annual salary (the "Advisory Fee") of

Five Hundred Thousand Dollars ($500,000). The Advisory Fee will be payable in installments according to the standard payroll practice of the Corporation.

7. Expense Reimbursement. The Corporation will reimburse you for all reasonable out-of-pocket expenses incurred by you in the course of performing advisory services requested by the Corporation and approved by the Chief Executive Officer during the Advisory Period, subject to your compliance with the guidelines or rules of the Corporation concerning expense reimbursement.

8. Stock Options. The Corporation confirms that:

(a) this letter agreement will not affect your rights with respect to the options you hold to purchase shares of the Corporation's stock under the Nonstatutory Stock Option granted May 31, 1991, the Nonstatutory Stock Option granted February 10, 1992, and the Nonstatutory Stock Option Agreement executed as of April 26, 1999 (the "Grant Documents");

(b) your employment will not be considered to have terminated for purposes of determining your rights with respect to such options until the termination of the Advisory Period; and

(c) the 1991 Executive Stock Option and Restricted Stock Plan (the "1991 Plan") has been amended to provide for a period of one year, as opposed to three months as originally provided, following the cessation of employment due to retirement (as described in the 1991 Plan) to exercise any option held under the 1991 Plan, and the 1991 Plan as so amended will govern your rights with respect to such options notwithstanding the terms of the applicable Grant Documents.

9. Office and Secretary. The Corporation shall provide to you reasonable and reasonably equipped office space in a location to be mutually agreed upon between you and the Corporation and secretarial assistance during the Advisory Period and for a period of two years thereafter.

10. Nondisclosure Agreement. You will not, directly or indirectly, at any time during the Advisory Period or during the two-year period immediately following the termination of the Advisory Period, use for yourself or others, or disclose to others, any Confidential Information (as defined below), whether or not conceived, developed, or perfected by you and no matter how it became known to you, unless (i) you first secure written consent of the Corporation to such disclosure or use, (ii) the same shall have lawfully become a matter of public knowledge other than by your act or omission, or (iii) you are ordered to disclose the same by a court of competent jurisdiction or are otherwise required to disclose the same by law, and you promptly notify the Corporation of such disclosure. "Confidential Information" shall mean all business information (whether or not in written form) which relates to any company in the Manpower Group and which is not known to the public generally (absent your disclosure), including but not limited to confidential knowledge, operating instructions, computer software, training materials and systems, customer lists, sales records and documents, marketing and sales strategies and plans, market surveys, cost and profitability analyses, pricing information, competitive strategies,

personnel-related information, and supplier lists. This obligation will survive the termination of your employment for a period of two years and will not be construed to in any way limit the Corporation's rights to protect confidential information which constitute trade secrets under applicable trade secrets law even after such two-year period. Upon your termination of employment with the Manpower Group, or at any other time upon request of the Corporation, you will promptly surrender to the Corporation, or destroy and certify such destruction to the Corporation, any documents, materials, or computer or electronic records containing any Confidential Information which are in your possession or under your control.

11. Noncompetition Agreement. During the Advisory Period, you will not directly or indirectly assist any competitor of the Manpower Group in any capacity. In addition, you will not at any time during the two-year period following the termination of the Advisory Period, either directly or indirectly:

(a) Contact any customer or prospective customer of the Manpower Group with whom you have had contact on behalf of the Manpower Group during the two-year period preceding the date of such termination or any customer or prospective customer about whom you obtained Confidential Information (as defined below) in connection with your employment by the Manpower Group during such two-year period so as to cause or attempt to cause such customer or prospective customer of the Manpower Group not to do business or to reduce such customer's business with the Manpower Group or divert any business from the Manpower Group.

(b) Provide services or assistance of a nature similar to the services provided to the Manpower Group during the term of your full-time and/or part-time employment with the Manpower Group to any entity engaged in the business of providing temporary staffing services anywhere in the United States or any other country in which the Manpower Group conducts business as of the date when the Advisory Period terminates which has, together with its affiliated entities, annual revenues from such business in excess of US $500,000,000. You acknowledge that the scope of this limitation is reasonable in that, among other things, providing any such services or assistance during such two-year period would permit you to use unfairly your close identification with the Manpower Group and the customer contacts you developed while employed by the Manpower Group and would involve the use or disclosure of Confidential Information pertaining to the Manpower Group.

12. Nonsolicitation of Employees. You agree that you will not, at any time during the Advisory Period or during the two-year period immediately following the termination of the Advisory Period, either on your own account or in conjunction with or on behalf of any other person, company, business entity, or other organization whatsoever, directly or indirectly induce, solicit, entice or procure any person who is an employee of any company in the Manpower Group, or has been such an employee within the preceding three months, to terminate his or her employment with the Manpower Group so as to accept employment elsewhere.

13. Requests for Services; Injunction. The restrictions imposed by Sections 10 through 12, above, will not apply in circumstances where you have been asked to perform services that

might otherwise involve
a violation of such Sections. You recognize that irreparable and incalculable injury will result to the Manpower Group and its businesses and properties in the event of your breach of any of the restrictions imposed by Sections 10 through 12, above. You therefore agree that, in the event of any such actual, impending or threatened breach, the Corporation will be entitled, in addition to any other remedies and damages available to it, to temporary and permanent injunctive relief (without the necessity of posting a bond or other security) restraining the violation, or further violation, of such restrictions by you and by any other person or entity from whom you may be acting or who is acting for you or in concert with you.

14. Termination of Advisory Period. The Advisory Period shall terminate prior to the date three years after the Effective Date upon the occurrence of any of the following.

(a) Death. The Advisory Period shall terminate upon your death.

(b) Cause. The Corporation may terminate the Advisory Period for "Cause." As used in this letter, "Cause" shall include (i) your willful and continued failure to substantially perform your duties with the Corporation after a written demand for substantial performance is delivered to you that specifically identifies the manner in which the Corporation believes that you have not substantially performed your duties, and you have failed to resume substantial performance of your duties on a continuous basis within ten days after receiving such demand, (ii) your willful engaging in conduct which is demonstrably and materially injurious to the Manpower Group, monetarily or otherwise, (iii) any dishonest or fraudulent conduct which results or is intended to result in gain to you or your personal enrichment at the expense of the Manpower Group, or (iv) your conviction of a felony, misdemeanor or criminal offense, as evidenced by a binding and final judgment, order or decree of a court of competent jurisdiction which impairs your ability substantially to perform your duties with the Corporation.

(c) Voluntary Termination. You may terminate the Advisory Period at any time by delivering notice to the Corporation of your election to terminate.

15. Nondisparagement. As of the Effective Date, the Manpower Group agrees to maintain a positive and constructive attitude and demeanor toward you, and agrees to refrain from making any derogatory comments or statements of a negative nature about you. Likewise, as of the Effective Date, you agree to maintain a positive and constructive attitude and demeanor toward the Manpower Group, and agree to refrain from making derogatory comments or statements of a negative nature about the Manpower Group, its officers, directors, shareholders, agents, partners, representatives and employees, to anyone.

16. Release of Claims.

(a) Release of Claims by You. As further consideration for the benefits and payments to you as described in this letter (which you acknowledge to be greater, in their totality, than any benefits due you absent the commitments being made by the Corporation in this letter), you hereby irrevocably and unconditionally release, waive,

and fully and forever
discharge all companies within the Manpower Group and their past and current agents, servants, officers, directors, stockholders, attorneys, and employees and their respective successors and assigns (the "Released Parties") from and against any and all claims, liabilities, obligations, covenants, rights, demands and damages of any nature whatsoever, whether known or unknown, anticipated or unanticipated, relating to or arising out of any agreement, act, omission, occurrence, transaction or matter up to and including the date you sign this letter confirming your agreement to its terms as provided below, including, without limitation, any and all claims relating to or arising out of your employment by the Manpower Group and also including any claim that might arise regarding our agreement set forth above providing for your reduction to part-time employment and your eventual termination of employment at the end of the Advisory Period. This release of claims includes, but is not limited to, any claims or remedies arising under or affected by the Age Discrimination in Employment Act of 1967, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Equal Pay Act, as amended, the Employee Retirement Income Security Act, as amended, the Americans With Disabilities Act, the Fair Labor Standards Act, as amended, the Family and Medical Leave Act of 1993, the Wisconsin Fair Employment Act, as amended, the Wisconsin Family and Medical Leave Act, or any other local, state or federal laws, whether statutorily codified or not, or any claim arising in contract or in tort. You agree to give up any benefit conferred on you by any order or judgment issued in connection with any proceeding filed against any of the Released Parties regarding the matters released in this Subsection 16(a).

(b) Release of Claims by the Manpower Group. As further consideration for the agreements being made by you as provided in this letter, the Corporation, on behalf of all companies within the Manpower Group, hereby irrevocably and unconditionally releases, waives, and fully and forever discharges you and your successors and assigns from and against any and all claims, liabilities, obligations, covenants, rights, demands and damages of any nature whatsoever, whether known or unknown, anticipated or unanticipated, relating to or arising out of any agreement, act, omission, occurrence, transaction or matter up to and including the date you sign this letter confirming your agreement to its terms as provided below.

(c) Scope of Release. Nothing in the waivers or releases set forth in this letter shall be construed to constitute any release or waiver by you of any rights or claims against the Manpower Group, or by the Manpower Group against you, arising under this letter.

(d) Waiver of Reinstatement. You waive any and all rights to reinstatement to full-time employment, and hereby agree not to reapply for full-time employment with any company in the Manpower Group.

(e) Representations. You represent and warrant to the Corporation that: (i) BY SIGNING THIS LETTER TO CONFIRM YOUR AGREEMENT, YOU UNDERSTAND THAT YOU HEREBY WAIVE AND RELEASE ANY AND ALL RIGHTS AND CLAIMS ARISING UNDER THE AGE DISCRIMINATION

IN EMPLOYMENT ACT OF 1967, AS AMENDED, ITS STATE LAW EQUIVALENT AND ALL OTHER CLAIMS AGAINST THE CORPORATION ARISING UP TO AND INCLUDING THE DATE YOU SIGN THIS LETTER, AND ANY CLAIM ARISING FROM YOUR RESIGNATION FROM FULL-TIME EMPLOYMENT, (ii) you have executed this letter to confirm your agreement on the date set forth below your name on the signature page hereof, (iii) you have carefully read this letter, you know and understand its contents, you signed this letter freely and voluntarily, and you intend to be bound by it, and (iv) you are not relying on any representations, statements, or promises whatsoever of the Corporation or anyone else, other than as set forth in this letter, as an inducement to execute this letter.

(f) No Admission. Nothing in this letter shall be deemed an admission by you or any company in the Manpower Group of liability or wrongdoing of any nature.

17. Execution and Revocation Rights.

(a) You have the right to sign this letter, confirming your agreement, any time within twenty-one (21) calendar days following receipt of the letter.

(b) Following the date you sign, you have the right to revoke the agreement reflected by this letter at any time within seven (7) calendar days of your signing it, not including the date of your signing (the "Revocation Period"). Any notice of revocation shall be deemed effective when it is deemed to have been given as provided below. Our agreement as reflected by this letter will not become effective or enforceable until the Revocation Period has expired. If you give a notice of revocation during the Revocation Period, this agreement reflected by this letter will be null and void, all rights and claims of the parties which would have existed, but for the execution of this letter, will be restored.

18. Company Car. You have the right to purchase the car provided to you by the Corporation during the twelve month period immediately preceding the Effective Date, at the book value thereof on the Effective Date, exercisable within thirty days after the Effective Date. If you do not purchase the car, you agree to return it to the Corporation within thirty days after the Effective Date.

19. Successors; Binding Agreement. This letter agreement will be binding on any successor of the Corporation and will inure to the benefit of and be enforceable by your personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

20. Notices. Any notice required or permitted to be given or made hereunder shall be sufficient if, and occur when, hand delivered, mailed postage prepaid, sent by prepaid express or courier service or sent by facsimile transmission and actually received, to the party to receive such notice at its address set forth beneath its signature hereto or to such changed address as such party shall designate by proper notice to the other.

21. Previous Agreement. This letter, upon acceptance by you, expressly supersedes any and all previous agreements or understandings relating to your employment by the Corporation or the Manpower Group, the termination of such employment, or compensation or benefits to be provided by Manpower Group, including, but not limited to, your Employment Agreement dated September 16, 1987, as amended, and all such agreements and understandings shall have no further force or effect.

22. Modification. No provision of this letter may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by you and the Corporation.

23. Withholding. The amounts payable to you hereunder are stated before deductions, if any, required to be made by the Corporation under applicable law.

If this letter correctly sets forth your understanding of our agreement, please sign and return one copy of this letter which will constitute our agreement with respect to the subject matter of this letter.

THIS LETTER WAIVES LEGAL CLAIMS AGAINST THE CORPORATION, INCLUDING POTENTIAL AGE DISCRIMINATION AND OTHER CLAIMS. YOU ARE ADVISED TO CONSULT YOUR OWN ATTORNEY PRIOR TO SIGNING THE DOCUMENT. YOU HAVE TWENTY-ONE (21) DAYS TO SIGN THIS LETTER. YOU CAN REVOKE YOUR ACCEPTANCE AS PROVIDED IN THIS LETTER. YOUR DECISION TO SIGN THIS LETTER MUST BE KNOWING AND VOLUNTARY.

Sincerely,

MANPOWER INC.

By: /s/ Michael J. Van Handel

Address for Notice:
5301 North Ironwood Road
Milwaukee, WI 53217
Attn: President

Agreed this 26th day of April, 1999.

/s/ Mitchell S. Fromstein
- -------------------------
Mitchell S. Fromstein

Address for Notice:
1501 East Fox Lane
Milwaukee, WI 53217

5
THIS SCHEDULE CONTAINS SUMMARY
FINANCIAL INFORMATION EXTRACTED
FROM THE FINANCIAL STATEMENTS OF
THE REGISTRANT AS OF AND FOR THE
SIX MONTHS ENDED JUNE 30, 1999
AND IS QUALIFIED IN ITS ENTIRETY
BY REFERENCE TO SUCH FINANCIAL
STATEMENTS.
1,000
6-MOS
DEC-31-1999
JUN-30-1999
116,788
0
1,654,099
40,302
0
1,884,487
396,097
217,621
2,317,133
1,235,548
211,400
0
0
835
597,442
2,317,133
0
4,502,833
0
3,717,881
0
6,513
7,772
54,317
1,924
52,393
0
0
0
52,393
0.67
0.66