

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER
THE SECURITIES EXCHANGE ACT OF 1933

CAMPBELL SOUP COMPANY
(Exact Name of Issuer As Specified in Its Charter)

NEW JERSEY
State of Incorporation

21-0419870
I.R.S. Employer Identification No.

CAMPBELL PLACE
CAMDEN, NEW JERSEY 08103-1799
Principal Executive Offices

CAMPBELL SOUP COMPANY
MANAGEMENT WORLDWIDE INCENTIVE PLAN
SUPPLEMENTAL SAVINGS PLAN
SALARY DEFERRAL PLAN
(FULL TITLES OF THE PLANS)

JOHN M. COLEMAN
SENIOR VICE PRESIDENT - LAW AND PUBLIC AFFAIRS
CAMPBELL SOUP COMPANY
CAMPBELL PLACE, CAMDEN, NEW JERSEY 08103-1799
Name and address of agent for service

TELEPHONE NUMBER, INCLUDING AREA CODE, OF AGENT FOR SERVICE: (609) 342-4800

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price per Share (2)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee
Capital Stock (\$0.075 par value)	1,000,000 Shares	\$63.00	\$63,000,000.00	\$21,724.14

(1) Represents maximum aggregate number of shares of Capital Stock issuable under the Plans that are covered by this Registration Statement pursuant to Rule 457(h). This amount represents Registrant's estimate of employee contributions for the next 5 years of operation of the Plans.

(2) The amounts are based upon the average of the high and low sale prices for the Capital Stock as reported on the New York Stock Exchange on January 31, 1996, and are used solely for the purpose of calculating the registration fee in accordance with paragraphs (c) and (h) of Rule 457 under the Securities Act of 1933.

In addition, pursuant to Rule 416(c) under the Securities Act of 1933, this Registration Statement also covers an indeterminate amount of interests to be

offered or sold pursuant to the employee benefit plans described herein.

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An Index of Exhibits appears on page 8. This Form S-8 contains 21 pages including Exhibits.

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PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing information specified in Part I of Form S-8 will be sent or given to employees eligible to participate in the Campbell Soup Company Management Worldwide Incentive Plan, Supplemental Savings Plan and Salary Deferral Plan (collectively, the "Plans") as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended. Those documents and the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act of 1933, as amended.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The Registrant incorporates by reference into the registration statement the documents listed below:

(a) Registrant's annual report on Form 10-K for the fiscal year ended July 30, 1995.

(b) All other reports filed by the Registrant pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 since July 30, 1995.

(c) The description of the Capital Stock contained in Campbell's Registration Statement dated November 16, 1954, filed under the Securities Registration Act of 1933, including any amendment or report filed for the purpose of updating such description; and

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

Item 4. Description of Securities

Campbell Soup Company Capital Stock, is registered under Section 12 of the Exchange Act.

Item 5. Interest of Named Experts

Not Applicable.

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Item 6. Indemnification of Directors and Officers

Section 14A:3-5 of the New Jersey Business Corporation Act requires a

corporation to indemnify a director, officer or employee for expenses to the extent that he or she has been successful in any legal proceeding involving that individual by reason of his or her having served as a "corporate agent" as defined in the statute. It permits a corporation to indemnify for expenses and liabilities irrespective of the outcome, as follows: (i) in a civil proceeding, other than by or in the right of the corporation, if the individual acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation; and (ii) in a criminal proceeding, if the individual had no reasonable cause to believe his or her conduct was unlawful. In civil proceedings, by or in the right of the corporation, the law also enables a corporation to provide indemnification for expenses if the individual acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation. If the individual has been found liable to the corporation for negligence or misconduct, such indemnification may only be provided if an appropriate court determines that in view of all the circumstances the individual is fairly and reasonably entitled to indemnity for expenses.

Article IV of the By-Laws of the Registrant provides as follows:

Section 1. The Corporation shall indemnify to the full extent from time to time permitted by law any present, former or future director, officer, or employee ("Corporate Agent") made, or threatened to be made, a party to, or a witness or other participant in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative, legislative, investigative, or of any other kind, including by or in the right of the Corporation ("Proceeding"), by reason of the fact that such person is or was a Corporate Agent of the Corporation or any subsidiary of the Corporation or, while serving as a Corporate Agent of the Corporation or any subsidiary of the Corporation, serves or served another enterprise (including, without limitation, any sole proprietorship, association, corporation, partnership, joint venture or trust), whether or not for profit, at the request of the Corporation as a director, officer, employee or agent thereof (including service with respect to any employee benefit plan of the Corporation or any subsidiary of the Corporation), against expenses (including attorneys' fees), judgments, fines, penalties, excise taxes and amounts paid in settlement, actually and reasonably incurred by such person in connection with such Proceeding or any appeal therein. No indemnification pursuant to this Article IV shall be required with respect to any settlement or other nonadjudicated disposition of any threatened or pending Proceeding unless the Corporation has given its prior consent to such settlement or other disposition.

Section 2. Expenses incurred in connection with a Proceeding shall be paid by the Corporation for any Corporate Agent of the Corporation in advance of the final disposition of such Proceeding promptly upon receipt of an undertaking by or on behalf of such person to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Corporation. Such an undertaking shall not, however, be required of a nonparty witness.

Section 3. The foregoing indemnification and advancement of expenses shall not be deemed exclusive of any other rights to which any person indemnified may be entitled.

Section 4. The rights provided to any person by this Article IV shall be enforceable against the Corporation by such person, who shall be presumed to have relied upon it in serving or continuing to serve as a Corporate Agent. No elimination of or amendment to this Article IV shall deprive any person of rights hereunder arising out of alleged or actual occurrences, acts or failures to act occurring prior to such elimination or amendment. The rights provided to any person by this Article IV shall inure to the benefit of such person's

legal representative and shall be applicable to Proceedings commenced or continuing after the adoption of this Article IV, whether arising from acts or omissions occurring before or after such adoption.

Section 5. The Corporation's Board of Directors may from time to time delegate

(i) to a Committee of the Board of Directors of the Corporation or to independent legal counsel the authority to determine whether a Director or officer of the Corporation, and

(ii) to one or more officers of the Corporation the authority to determine whether an employee of the Corporation or any subsidiary, other than a Director or officer of the Corporation,

is entitled to indemnification or advancement of expenses pursuant to, and in accordance with, applicable law and this Article IV, subject to such conditions and limitations as the Board of Directors may prescribe.

Item 7. Exemption From Registration Claimed

Not Applicable.

Item 8. Exhibits

- 4 (a) - Campbell Soup Company Management Worldwide Incentive Plan as amended November 17, 1994, was filed with the Securities and Exchange Commission with Campbell's 1994 Proxy Statement and is incorporated herein by reference.
- (b) - Supplemental Savings Plan as amended on May 25, 1995, was filed with the Securities and Exchange Commission with Campbell's 10-K for the fiscal year ended July 30, 1995, and is incorporated herein by reference.
- (c) - Salary Deferral Plan, effective January 1, 1996
- 23 - Consent of Price Waterhouse LLP
- 24 - Power of Attorney

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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;

(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 thereof) 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 Registration Statement is on Form S-3 or Form S-8, and 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 Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) 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 Securities Act of 1933 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 Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by

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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 Act and will be governed by the final adjudication of such issue.

SIGNATURES

The Registrant. Pursuant to the requirements of the Securities Act of 1933, 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 Camden and State of New Jersey, on the 1st day of February, 1996.

CAMPBELL SOUP COMPANY

BY: /s/Leo J. Greaney

Leo J. Greaney
Vice President - Controller

Officers and Directors. Pursuant to the requirements of the Securities Act of 1933, this Registration has been signed by the following persons in the capacities and on date indicated:

Date: February 1, 1996

By: /s/Leo J. Greaney

Leo J. Greaney
Vice President - Controller
(Principal financial and
accounting officer)

David W. Johnson	Chairman, President, Chief Executive Officer and Director (Principal executive officer)	} } }	
Alva A. App	Director	}	
Edmund M. Carpenter	Director	}	By: /s/John M. Coleman
Bennett Dorrance	Vice Chairman and Director	}	-----
Thomas W. Field, Jr.	Director	}	John M. Coleman
Philip E. Lippincott	Director	}	Senior Vice President - Law and Public
Mary Alice Malone	Director	}	Affairs
Charles H. Mott	Director	}	
Ralph A. Pfeiffer, Jr.	Director	}	
George M. Sherman	Director	}	
Donald M. Stewart	Director	}	
George Strawbridge, Jr.	Director	}	
Robert J. Vlasic	Director	}	
Charlotte C. Weber	Director	}	

The Plans. Pursuant to the requirements of the Securities Act of 1933, the Administrative Committee has duly caused this registration statement to be signed on its behalf by the undersigned thereunto duly authorized, in the City of Camden, State of New Jersey, on February 1, 1996.

Campbell Soup Company
Management Worldwide Incentive Plan
Supplemental Savings Plan
Salary Deferral Plan

By: /s/Gerald S. Lord

Gerald S. Lord
Administrator of the Plans

Document	Page
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4 (b) Supplemental Savings Plan as amended on May 25, 1995, was filed with the SEC with Campbell's 10-K for the fiscal year ended July 30, 1995, and is incorporated herein by reference.	
4 (c) Salary Deferral Plan, effective January 1, 1996	9
23 Consent of Price Waterhouse LLP	20
24 Power of Attorney	21

CAMPBELL SOUP COMPANY
SALARY DEFERRAL PLAN
(EFFECTIVE JANUARY 1, 1996)

This is the Salary Deferral Plan for Executives of Campbell Soup Company to provide an additional method of planning for retirement. The Plan is intended to be an "unfunded" plan maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974.

ARTICLE I - DEFINITIONS

The following words and phrases as used herein have the following meanings unless the context plainly requires a different meaning:

2.1 Account Balance means the total amount credited to the bookkeeping investment accounts in which a Participant's Contributions are maintained, including earnings thereon.

2.2 Beneficiary means the person that the Participant designates to receive any unpaid portion of the Participant's Account Balance should the Participant's death occur before the Participant receives the entire Account Balance. If the Participant does not designate a beneficiary, his Beneficiary shall be his spouse if he is married at the time of his death, or his estate if he is unmarried at the time of his death.

2.3 Board of Directors means the board of directors of Campbell Soup Company.

2.4 Code means the Internal Revenue Code of 1986, as amended.

2.5 Compensation means all amounts that are treated as wages for Federal income tax withholding under section 3401(a) of the Code for the Plan Year plus amounts that would be paid to the Employee during the year but for the Employee's election under a cash or deferred arrangement described in section 401(k) of the Code or a cafeteria plan described in section 125 of the Code. Notwithstanding the preceding sentence, Compensation shall not include:

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2.5.1 bonuses or other amounts payable under the Campbell Soup Company Management Worldwide Incentive Plan, other annual incentive plans sponsored by the Employer, the Campbell Soup Company 1994 Long-Term Incentive Plan and any successor plans,

2.5.2 contributions by the Employer to this or any other plan or plans for the benefit of its employees, except as otherwise expressly provided in this Plan, or

2.5.3 amounts identified by the Employer as expense allowances or reimbursements regardless of whether such amounts are treated as wages under the Code.

2.6 Contribution means an amount deferred under the Plan pursuant to a Participant's election under Article IV and allocated to a Participant's Account Balance. No money or other assets will actually be

contributed to such Account Balance.

2.7 Deferred Compensation Program means the Program approved by the Plan Administrator which contains certain of the administrative procedures for the Plan as authorized by Section 2.22.

2.8 Effective Date means January 1, 1996.

2.9 Employee means an individual who is employed by the Employer.

2.10 Employer means the Campbell Soup Company and any subsidiary that the Vice President-Human Resources designates as an Employer. A list of the subsidiaries currently designated as an Employer is attached hereto as Appendix A.

2.11 Executive means an Employee who is classified as "exempt" under the Fair Labor Standards Act of 1938, as amended, and whose salary grade is at least 28 and whose annual salary equals or exceeds \$70,000.

2.12 Participant means an Executive who elects to participate in the Plan.

2.13 Plan means the Salary Deferral Plan, as may be amended from time to time.

2.14 Plan Administrator means the Treasurer of Campbell Soup Company.

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2.15 Plan Year means the 12-month period beginning January 1 and ending December 31.

ARTICLE II - PARTICIPATION

2.16 Eligibility to Participate. All Executives are eligible to participate in the Plan, except those who are subject to tax outside the United States. An Executive subject to tax outside the United States must have his or her deferral election approved by the Plan Administrator.

2.17 Participation. Any Executive who elects to participate in the Plan shall become a Participant in the Plan immediately upon enrolling as a Participant by the method required by the Plan Administrator. An individual shall remain a Participant under the Plan until all amounts credited to the Participant's Account Balance have been distributed to the Participant or the Participant's Beneficiary.

ARTICLE III - VESTING

2.18 Participants are always fully vested in all amounts credited to their Account Balance under the Plan.

ARTICLE IV - CONTRIBUTIONS

2.19 Eligibility to Receive Contributions. A Participant may receive Contributions in each Plan Year that the Participant is an Executive.

2.20 Salary Deferral Contributions. A Participant may elect to defer up to 50% of the Participant's Compensation and to have the Employer make a Contribution of that amount to the Participant's Account

Balance under the Plan.

2.21 Supplemental Savings Contributions. If a Participant elects to defer compensation under this Plan and the Participant is also contributing amounts to the Campbell Soup Company Savings and 401(k) Plan for Salaried Employees (Savings Plan), the Employer will make a contribution to the Participant's Account Balance equal to the contribution the Employer would have made to the Savings Plan based upon the Compensation the Participant defers under this Plan.

ARTICLE V - ADMINISTRATIVE PROCEDURES

2.22 The Plan Administrator shall establish procedures and rules regarding the timing of deferral elections, the time period for deferral, the

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maximum number of annual installment payments, the measurement units for valuing Account Balances, transfer of the Account Balances among measurement units, statements of Account Balances, the time and manner of payment of Account Balances, and other administrative items for this Plan.

ARTICLE VI - PLAN ADMINISTRATION

2.23 General. The Plan shall be administered by the Plan Administrator.

2.24 Plan Interpretation. The Plan Administrator shall have the authority and responsibility to interpret and construe the Plan and to decide all questions arising thereunder, including without limitation, questions of eligibility for participation, eligibility for Contributions, the amount of Account Balances, and the timing of the distribution thereof, and shall have the authority to deviate from the literal terms of the Plan to the extent the Plan Administrator shall determine to be necessary or appropriate to operate the Plan in compliance with the provisions of applicable law.

2.25 Responsibilities and Reports. The Plan Administrator may pursuant to a written instruction name other persons to carry out specific responsibilities. The Plan Administrator shall be entitled to rely conclusively upon all tables, valuations, certificates, opinions and reports that are furnished by any accountant, controller, counsel, or other person who is employed or engaged for such purposes.

2.26 Governing Law. This Plan shall be governed by and construed in accordance with the laws of the State of New Jersey to the extent not preempted by federal law.

ARTICLE VII - CLAIMS PROCEDURE

2.27 Denial of Claim for Benefits. Any denial by the Plan Administrator of any claim for benefits under the Plan by a Participant or Beneficiary shall be stated in writing by the Plan Administrator and delivered or mailed to the Participant or Beneficiary. The Plan Administrator shall furnish the claimant with notice of the decision not later than 90 days after receipt of the claim, unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90 day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render the final decision. The notice of the Plan

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Administrator decision shall be written in a manner calculated to be understood by the claimant and shall include (i) the specific reasons for the denial, including, where appropriate, references to the Plan, (ii) any additional information necessary to perfect the claim with an explanation of why the information is necessary, and (iii) an explanation of the procedure for perfecting the claim.

2.28 Appeal of Denial. The claimant shall have 60 days after receipt of written notification of denial of his or her claim in which to file a written appeal with the Plan Administrator. As a part of any such appeal, the claimant may submit issues and comments in writing and shall, on request, be afforded an opportunity to review any documents pertinent to the perfection of his or her claim. The Plan Administrator shall render a written decision on the claimant's appeal ordinarily within 60 days of receipt of notice thereof but, in no case, later than 120 days.

ARTICLE VIII - FUNDING

2.29 Funding. The Employer shall not segregate or hold separately from its general assets any amounts credited to the Accounts, and shall be under no obligation whatsoever to fund in advance any amounts under the Plan, including Contributions and earnings thereon.

2.30 Insolvency. In the event that the Employer becomes insolvent, all Participants and Beneficiaries shall be treated as general, unsecured creditors of the Employer with respect to any amounts credited to the Accounts under the Plan.

ARTICLE IX - AMENDMENT AND TERMINATION

2.31 The Employer reserves the right to amend or terminate the Plan at any time by action of the Vice President-Human Resources or the Plan Administrator. Notwithstanding the foregoing, no such amendment or termination shall reduce any Participant's Account Balance as of the date of such amendment or termination. Upon a complete termination of the Plan, all amounts credited to Participants' Account Balance shall become immediately distributable.

ARTICLE X - MISCELLANEOUS

2.32 Limited Purpose of Plan. The establishment or existence of the Plan shall not confer upon any individual the right to be continued as an Employee. The Employer expressly reserves the right to discharge any Employee whenever in its judgment its best interests so require.

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2.33 Non-alienation. No amounts payable under the Plan shall be subject in any manner to anticipation, assignment, or voluntary or involuntary alienation.

2.34 Facility of Payment. If the Plan Administrator, in its sole discretion, deems a Participant or Beneficiary who is eligible to receive any payment hereunder to be incompetent to receive the same by reason of age, illness or any infirmity or incapacity of any kind, the Plan

Administrator may direct the Employer to apply such payment directly for the benefit of such person, or to make payment to any person selected by the Plan Administrator to disburse the same for the benefit of the Participant or Beneficiary. Payments made pursuant to this Section shall operate as a discharge, to the extent thereof, of all liabilities of the Employer and the Plan Administrator to the person for whose benefit the payments are made.

ARTICLE XI - CHANGE IN CONTROL

2.35 Contrary Provisions. Notwithstanding anything contained in the Plan to the contrary, the provisions of this Article XI shall govern and supersede any inconsistent terms or provisions of the Plan.

2.36 Change in Control. For purposes of the Plan "Change in Control" shall mean any of the following events:

(a) The acquisition in one or more transactions by any "Person" (as the term person is used for purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "1934 Act")) of "Beneficial Ownership" (within the meaning of Rule 13d-3 promulgated under the 1934 Act) of twenty-five percent (25%) or more of the combined voting power of the Company's then outstanding voting securities (the "Voting Securities"), provided, however, that for purposes of this Section 2.36(a), the Voting Securities acquired directly from the Company by any Person shall be excluded from the determination of such Person's Beneficial Ownership of Voting Securities (but such Voting Securities shall be included in the calculation of the total number of Voting Securities then outstanding); or

(b) The individuals who, as of January 25, 1990, were members of the Board (the "Incumbent Board"), cease for any reason to constitute at least two-thirds of the Board; provided, however, that if the election, or nomination for election by the Company's stockholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board, such new director shall, for purposes of the Plan, be considered as a member of the Incumbent Board; or

(c) Approval by stockholders of the Company of (1) a merger or consolidation involving the Company if the stockholders of the Company, immediately before

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such merger or consolidation, do not own, directly or indirectly immediately following such merger or consolidation, more than eighty percent (80%) of the combined voting power of the outstanding voting securities of the corporation resulting from such merger or consolidation in substantially the same proportion as their ownership of the Voting Securities immediately before such merger or consolidation or (2) a complete liquidation or dissolution of the Company or an agreement for the sale or other disposition of all or substantially all of the assets of the Company; or

(d) Acceptance of stockholders of the Company of shares in a share exchange if the stockholders of the Company, immediately before such share exchange, do not own, directly or indirectly immediately following such share exchange, more than eighty percent (80%) of the combined voting power of the outstanding voting securities of the corporation resulting from such share exchange in substantially the same proportion as their ownership of the Voting Securities outstanding immediately before such share exchange.

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because twenty-five percent (25%) or more of the then outstanding Voting Securities is acquired by (i) a trustee or other fiduciary holding securities under one or more employee benefit plans maintained by the Company or any of its subsidiaries, (ii) any corporation which, immediately

prior to such acquisition, is owned directly or indirectly by the stockholders of the Company in the same proportion as their ownership of stock in the Company immediately prior to such acquisition, (iii) any "Grandfathered Dorrance Family Stockholder" (as hereinafter defined) or (iv) any Person who has acquired such Voting Securities directly from any Grandfathered Dorrance Family Stockholder but only if such Person has executed an agreement which is approved by two-thirds of the Board and pursuant to which such Person has agreed that he (or they) will not increase his (or their) Beneficial Ownership (directly or indirectly) to 30% or more of the outstanding Voting Securities (the "Standstill Agreement") and only for the period during which the Standstill Agreement is effective and fully honored by such Person. For purposes of this Section, "Grandfathered Dorrance Family Stockholder" shall mean at any time a "Dorrance Family Stockholder" (as hereinafter defined) who or which is at the time in question the Beneficial Owner solely of (v) Voting Securities Beneficially Owned by such individual on January 25, 1990, (w) Voting Securities acquired directly from the Company, (x) Voting Securities acquired directly from another Grandfathered Dorrance Family Stockholder, (y) Voting Securities which are also Beneficially Owned by other Grandfathered Dorrance Family Stockholders at the time in question, and (z) Voting Securities acquired after January 25, 1990 other than directly from the Company or from another Grandfathered Dorrance Family Stockholder by any "Dorrance Grandchild" (as hereinafter defined) provided that the aggregate amount of Voting Securities so acquired by each such Dorrance Grandchild shall not exceed five percent (5%) of the Voting Securities outstanding

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at the time of such acquisition. A "Dorrance Family Stockholder" who or which is at the time in question the Beneficial Owner of Voting Securities which are not specified in clauses (v), (w), (x), (y) and (z) of the immediately preceding sentence shall not be a Grandfathered Dorrance Family Stockholder at the time in question. For purposes of this Section, "Dorrance Family Stockholders" shall mean individuals who are descendants of the late Dr. John T. Dorrance, Sr. and/or the spouses, fiduciaries and foundations of such descendants. A "Dorrance Grandchild" means as to each particular grandchild of the late Dr. John T. Dorrance, Sr., all of the following taken collectively: such grandchild, such grandchild's descendants and/or the spouses, fiduciaries and foundations of such grandchild and such grandchild's descendants.

Moreover, notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any Person (the "Subject Person") acquired Beneficial Ownership of more than the permitted amount of the outstanding Voting Securities as a result of the acquisition of Voting Securities by the Company which, by reducing the number of Voting Securities outstanding, increases the proportional number of shares Beneficially Owned by the Subject Person, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of Voting Securities by the Company, and after such share acquisition by the Company, the Subject Person becomes the Beneficial Owner of any additional Voting Securities which increases the percentage of the then outstanding Voting Securities Beneficially Owned by the Subject Person, then a Change in Control shall occur.

2.37 Cause. For purposes of the Plan, a termination for "Cause" is a termination evidenced by a resolution adopted in good faith by two-thirds of the Board that the Executive (a) intentionally and continually failed to substantially perform his duties with the Company (other than a failure resulting from the Executive's incapacity due to physical or mental illness) which failure continued for a period of at least thirty (30) days after a written notice of demand for substantial performance has been delivered to the Executive specifying the manner in which the Executive has failed to substantially perform, or (b) intentionally engaged in conduct which is demonstrably and materially injurious to the Company, monetarily or otherwise; provided, however that no termination of the Executive's employment shall be

for Cause as set forth in clause (b) above until (x) there shall have been delivered to the Executive a copy of a written notice setting forth that the Executive was guilty of the conduct set forth in clause (b) and specifying the particulars thereof in detail, and (y) the Executive shall have been provided an opportunity to be heard by the Board (with the assistance of the Executive's counsel if the Executive so desires). No act, nor failure to act, on the Executive's part, shall be considered "intentional" unless he has acted, or failed to act, with an absence of good faith and without a reasonable belief that his action or failure to act was in the best interest of the Company. Notwithstanding anything contained in the Plan to

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the contrary, in the case of any Executive who is a party to a severance protection agreement, no failure to perform by the Executive after a Notice of Termination (as defined in the Executive's severance protection agreement) is given by the Executive shall constitute Cause for purposes of the Plan.

2.38 Accrued Benefit

(a) Upon a Change in Control, the funds accrued as if invested in Company stock shall be converted into cash in an amount equal to the greater of (1) the highest price per share of the Company's common stock (a "Share") paid to holders of the Shares in any transaction (or series of transactions) constituting or resulting in a Change in Control or (2) the highest fair market value per Share during the ninety (90) day period ending on the date of a Change in Control multiplied by the number of shares of Company Stock credited to an Executive's Account Balance under the Plan.

(b) Upon an Executive's termination of employment by the Company (other than for Cause) or by the Executive for any reason within two (2) years following a Change in Control, the Company shall, within thirty (30) days, pay to the Executive a lump sum cash payment equal to the lump sum of his Account Balance as of the date of his termination of employment regardless of the Executive's previous distribution election.

2.39 Amendment or Termination

a) This Article XI shall not be amended or terminated at any time

(b) For a period of two (2) years following a Change in Control, the Plan shall not be terminated or amended in any way, nor shall the manner in which the Plan is administered be changed in a way that adversely affects the Executive's right to existing or future Company provided benefits or contributions provided hereunder. Furthermore, the Plan may not be merged or consolidated with any other program during said two (2) year period.

(c) Any amendment or termination of the Plan prior to a Change in Control which (1) was at the request of a third party who has indicated an intention or taken steps reasonably calculated to effect a Change in Control or (2) otherwise arose in connection with or in anticipation of a Change in Control, shall be null and void and shall have no effect whatsoever.

2.40 Trust Arrangement. All benefits under the Plan represent an unsecured promise to pay by the Company. The Plan shall be unfunded and the benefits hereunder shall be paid only from the general assets of the Company resulting in the Executives having no greater rights than the Company's general

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creditors; provided, however, nothing herein shall prevent or prohibit the Company from establishing a trust or other arrangement for the purpose of providing for the payment of the benefits payable under the Plan.

To record the adoption of the Plan, the Campbell Soup Company has caused its authorized officers to affix its corporate name and seal this 1st day of February, 1996.

[CORPORATE SEAL]

Attest: /s/ JOHN J. FUREY

John J. Furey
Corporate Secretary

By: /s/ EDWARD F. WALSH

Edward F. Walsh
Vice President - Human Resources

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EXHIBIT A

CAMPBELL SOUP COMPANY
DEFERRED COMPENSATION PLAN
PARTICIPATING SUBSIDIARIES

- Aligar, Inc.
- CAH Corporation
- Campbell Finance Corp.
- Campbell Investment Company
- Campbell Sales Company
- Campbell's Fresh, Inc.
- CIRT Urban Renewal Corp.
- CSC Advertising, Inc.
- CSC Brands, Inc.
- CSC Standards, Inc.
- Fresh Start Bakeries, Inc.
- Fresh Start Bakeries Worldwide Holdings, Inc.
- Godiva Chocolatier, Inc.
- Gourmet Collection, Inc.
- Herider Farms, Inc.
- Joseph Campbell Company
- PF Brands, Inc.
- Pepperidge Farm, Incorporated
- Pepperidge Farm Mail Order Company, Inc.
- Sanwa Foods, Inc.
- The Greenfield Healthy Foods Company
- Vlasic Foods, Inc.
- Waterfront Properties, Inc.

As of January 1, 1996

Consent of Independent Accountants

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated September 6, 1995, which appears on page F-9 of Campbell Soup Company's Annual Report on Form 10-K for the fiscal year ended July 30, 1995.

PRICE WATERHOUSE LLP
Thirty South Seventeenth Street
Philadelphia, Pennsylvania 19103

February 5, 1996

POWER OF ATTORNEY
FORM S-8 REGISTRATION STATEMENT FOR
CAMPBELL SOUP COMPANY MANAGEMENT WORLDWIDE INCENTIVE PLAN, SUPPLEMENTAL SAVINGS
PLAN AND THE SALARY DEFERRAL PLAN

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints John M. Coleman and John J. Furey, and each of them severally, until March 31, 1996, their true and lawful attorneys-in-fact and agents, with full power of substitution and revocation, for them and in their name, place and stead, in any and all capacities, to sign a Registration Statement on Form S-8 covering the registration under the Securities Act of 1933 for participations in the Campbell Soup Company Management Worldwide Incentive Plan, Supplemental Savings Plan and Salary Deferral Plan and any amendments thereto, and to file the same with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fat and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

CAMPBELL SOUP COMPANY

January 25, 1996

Signature

/S/David W. Johnson

David W. Johnson
Chairman, President and Chief
Executive Officer and Director

/S/Charles H. Mott

Charles H. Mott
Director

/S/Alva A. App

Alva A. App
Director

/S/Ralph A. Pfeiffer, Jr.

Ralph A. Pfeiffer, Jr.
Director

/S/Edmund M. Carpenter

Edmund M. Carpenter
Director

/S/George M. Sherman

George M. Sherman
Director

/S/Bennett Dorrance

Bennett Dorrance
Director

/S/Donald M. Stewart

Donald M. Stewart
Director

/S/Thomas W. Field, Jr.

Thomas W. Field, Jr.
Director

/S/George Strawbridge, Jr

George Strawbridge, Jr.
Director

/S/Philip E. Lippincott

Philip E. Lippincott
Director

/S/Robert J. Vlasic

Robert J. Vlasic
Director

/S/Mary Alice Malone

Mary Alice Malone
Director

/S/Charlotte C. Weber

Charlotte C. Weber
Director

