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 **March 1, 2002**

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 1-4365

OXFORD INDUSTRIES, INC.
(Exact name of registrant as specified in its charter)

Georgia	**58-0831862**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification number)

222 Piedmont Avenue, N.E., Atlanta, Georgia 30308
(Address of principal executive offices)
(Zip Code)

(404) 659-2424
(Registrant's telephone number, including area code)

Not Applicable
(Former name, former address and former fiscal year, if changed since last report.)

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.

Title of each class	Number of shares outstanding As of April 1, 2002
Common Stock, $1 par value	7,513,629

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements.

OXFORD INDUSTRIES, INC.

OXFORD INDUSTRIES, INC.

CONSOLIDATED STATEMENT OF EARNINGS

QUARTERS AND NINE MONTHS ENDED MARCH 1, 2002 AND March 2, 2001

(UNAUDITED)

$ in thousands except per share amount	Quarters Ended		Nine Months Ended	
	March 1, 2002	March 2, 2001	March 1, 2002	March 2, 2001
Net Sales	$149,495	$197,404	$485,553	$596,641
Cost of goods sold	120,583	160,599	392,776	486,696
Gross Profit	28,912	36,805	92,777	109,945
Selling, general and administrative	26,697	29,224	84,724	90,040
Earnings Before Interest and Taxes	2,215	7,581	8,053	19,905
Interest	26	1,271	77	3,627
Earnings Before Income Taxes	2,189	6,310	7,976	16,278
Income Taxes	832	2,398	3,031	6,186
Net Earnings	**$1,357**	**$3,912**	**$4,945**	**$10,092**
Basic Earnings Per Common Share	$0.18	$0.53	$0.66	$1.35
Diluted Earnings Per Common Share	$0.18	$0.53	$0.66	$1.35
Basic Number of Shares Outstanding	7,512,635	7,376,783	7,487,040	7,495,370
Diluted Number of Shares Outstanding	7,573,933	7,376,783	7,534,031	7,503,218
Dividends Per Share	$0.21	$0.21	$0.63	$0.63

See notes to consolidated financial statements.

OXFORD INDUSTRIES, INC.			
CONSOLIDATED BALANCE SHEETS			
MARCH 1, 2002 JUNE 1, 2001 AND MARCH 2, 2001			
(UNAUDITED EXCEPT FOR JUNE 1, 2001)			
$ in thousands	March 1, 2002	June 1, 2001	March 2, 2001
Assets			
Current Assets:			
Cash	$4,610	$10,185	$6,150
Receivables	107,363	50,699	135,989
Inventories:			
Finished Goods	77,609	92,623	117,785
Work in process	10,625	22,064	27,490
Fabric, trim & Supplies	17,187	32,683	24,141
	105,421	147,370	169,416
Prepaid expenses	12,133	11,416	9,607
Total Current Assets	229,527	219,670	321,162
Property, Plant and Equipment	29,369	33,516	34,381
Deferred Income Taxes	1,066	-	70
Other Assets	8,918	10,054	10,660
Total Assets	**$268,880**	**$263,240**	**$366,273**
Liabilities and Stockholders' Equity			
Current Liabilities			
Notes payable	$26,500	$ -	$64,000
Trade accounts payable	36,376	54,787	59,547
Accrued compensation	7,515	11,617	9,344
Other accrued expenses	19,433	18,252	21,088
Dividends Payable	1,578	1,549	1,548
Income taxes	1,382	2,924	994
Current Maturities of long-term debt	204	263	189
Total Current Liabilities	92,988	89,392	156,710
Long Term Debt, less current maturities	289	399	40,483
Noncurrent Liabilities	4,500	4,500	4,500
Deferred Income Taxes	-	9	-
Stockholders' Equity:			
Common Stock	7,513	7,406	7,372
Additional paid in capital	14,567	11,741	11,056
Retained earnings	149,023	149,793	146,152
Total Stockholders' equity	171,103	168,940	164,580
Total Liabilities and Stockholders' Equity	**$268,880**	**$263,240**	**$366,273**

See notes to consolidated financial statements.

OXFORD INDUSTRIES, INC.		
CONSOLIDATED STATEMENTS OF CASH FLOWS		
NINE MONTHS ENDED MARCH 1, 2002 AND MARCH 2, 2001		
(UNAUDITED)		
$ in thousands	March 1, 2002	March 2, 2001
Cash Flows From Operating Activities		
Net earnings	$4,945	$10,092
Adjustments to reconcile net earnings to		
Net cash used in operating activities:		
Depreciation and amortization	6,445	6,893
Gain on sale of property, plant and equipment	34	(91)
Changes in working capital:		
Receivables	(56,664)	(23,122)
Inventories	41,949	(16,179)
Prepaid Expenses	(1,165)	711
Trade accounts payable	(18,411)	(8,874)
Accrued expenses and other current liabilities	(2,921)	(4,307)
Income taxes payable	(1,542)	(154)
Deferred income taxes	(627)	(181)
Other noncurrent assets	(438)	(329)
Net cash used in operating activities	**(28,395)**	**(35,541)**
Cash Flows from Investing Activities		
Purchase of property, plant and equipment	(981)	(3,306)
Proceeds from sale of property, plant and equipment	224	805
Net cash used in investing activities	**(757)**	**(2,501)**
Cash flows from Financing Activities		
Short-term borrowings	26,500	45,500
Long-term debt	(169)	(46)
Proceeds from issuance of common stock	1,943	186
Purchase and retirement of common stock	-	(5,314)
Dividends on common stock	(4,697)	(4,759)
Net cash provided by financing activities	**23,577**	**35,567**
Net change in Cash and Cash Equivalents	(5,575)	(2,475)
Cash and Cash Equivalents at the Beginning of Period	10,185	8,625
Cash and Cash Equivalents at End of Period	$4,610	$6,150
Supplemental disclosure of Cash Flow Information		
Cash paid for:		
Interest, net	$ 104	$3,347
Income taxes	4,018	6,414

See notes to consolidated financial statements.

OXFORD INDUSTRIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
QUARTERS ENDED MARCH 1, 2002 AND MARCH 2, 2001

1. The foregoing unaudited consolidated financial statements reflect all adjustments which are, in the opinion of management, necessary for a fair statement of the results for the interim periods. All such adjustments are of a normal recurring nature. The results for interim periods are not necessarily indicative of results to be expected for the year.

2. The financial information presented herein should be read in conjunction with the consolidated financial statements included in the Registrant's Annual Report on Form 10-K for the fiscal year ended June 1, 2001.

3. The Company is involved in certain legal matters primarily arising in the normal course of business. In the opinion of management, the Company's liability under any of these matters would not materially affect its financial condition or results of operations.

4. The Company's business segments are the Oxford Shirt Group, Lanier Clothes, Oxford Slacks and the Oxford Womenswear Group.

   The Shirt Group operations encompass dress and sport shirts, golf and children's apparel. Lanier Clothes produces suits, sportcoats, suit separates and dress slacks. Oxford Slacks is a producer of private label dress and casual slacks and shorts. The Oxford Womenswear Group is a producer of budget and moderate priced private label women's apparel.

   Corporate and other is a reconciling category for reporting purposes and includes the Company's corporate offices and other costs and services that are not allocated to operating groups.

Oxford Industries, Inc.				
Segment Information				
(unaudited)				
$ in thousands				
	Quarters Ended		Nine Months Ended	
	March 1, 2002	March 2, 2001	March 1, 2002	March 2, 2001
Net Sales				
Oxford Shirt Group	$40,158	$51,895	$139,373	$174,174
Lanier Clothes	34,503	40,212	113,678	130,450
Oxford Slacks	19,060	22,959	59,522	75,895
Oxford Womenswear Group	55,674	82,271	172,641	215,866
Corporate and other	100	67	339	256
Total	$149,495	$197,404	$485,553	$596,641

Oxford Industries, Inc.				
Segment Information				
(unaudited)				
$ in thousand	Quarters Ended		Nine Months Ended	
	March 1, 2002	March 2, 2001	March 1, 2002	March 2, 2001
Depreciation and amortization				
Oxford Shirt Group	$521	$610	$1,559	$1,809
Lanier Clothes	450	482	1,346	1,357
Oxford Slacks	266	296	769	843
Oxford Womenswear Group	674	721	2,052	2,114
Corporate and other	228	261	719	770
Total	$2,139	$2,370	$6,445	$6,893
EBIT				
Oxford Shirt Group	$(599)	$(1,710)	$(1,721)	$(445)
Lanier Clothes	2,947	2,985	9,015	9,062
Oxford Slacks	883	501	2,377	3,801
Oxford Womenswear Group	588	5,457	4,905	9,887
Corporate and other	(1,604)	348	(6,523)	(2,400)
Total	$2,215	$7,581	$8,053	$19,905
Interest expense, net	26	1,271	77	3,627
Earnings before taxes	$2,189	$6,310	$7,976	$16,278

		Nine Months Ended		
		Mar. 1, 2002	Mar. 2, 2001	
ASSETS				
Oxford Shirt Group		$88,474	$110,359	
Lanier Clothes		77,945	106,849	
Oxford Slacks		37,379	44,059	
Oxford Womenswear Group		80,591	122,023	
Corporate and other		(15,509)	(17,017)	
Total		$268,880	$366,273	
Purchase of property, plant and equipment				

Oxford Shirt Group		$361	$852	
Lanier Clothes		396	1,106	
Oxford Slacks		37	273	
Oxford Womenswear Group		83	632	
Corporate and other		104	443	
Total		$981	$3,306	

5. During its fiscal 2001 year, the Company entered into a $90 million asset backed revolving securitization facility under which the Company sells a defined pool of its accounts receivable to a wholly-owned special purpose subsidiary (the "Securitization Facility"). The Company had approximately $64 million available under the securitization facility as of March 1, 2002. The Company amended its trade receivable securitization agreement in January and, as a result, discontinued the off balance sheet treatment of the program. The Company has $25 million outstanding under the Securitization Facility as of March 1, 2002.

6. In July 2001, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 141, Business Combinations ("SFAS No. 141"), and SFAS No. 142, Goodwill and Other Intangible Assets ("SFAS No. 142"). SFAS No. 141 requires that the purchase method of accounting be used for all business combinations initiated after June 30, 2001. SFAS No. 142 changes the accounting for purchased goodwill from an amortization method to an impairment-only approach. Therefore amortization of all purchased goodwill, including amortization of goodwill recorded in past business combinations, will cease upon adoption of SFAS No. 142. SFAS No. 142 is effective for fiscal years beginning after December 15, 2001. Early adoption of the SFAS No. 142 is not permitted nor is retroactive application to prior period (interim or annual) financial statements. Management is currently evaluating the effect of this statement on the Company's results of operations.

   In July 2001, the FASB also issued SFAS No. 143, Accounting for Asset Retirement Obligations ("SFAS No. 143"). SFAS No. 143 requires entities to record the fair value of a liability for an asset retirement obligation in the period in which it is incurred. When the liability is initially recorded, the entity capitalizes the cost by increasing the carrying amount of the related long-lived asset. Over time, the liability is accreted to its present value each period and the capitalized cost is depreciated over the useful life of the related asset. Upon settlement of the liability, the entity either settles the obligation for the amount recorded or incurs a gain or loss. SFAS No. 143 is effective for fiscal years beginning after June 15, 2002. Management is evaluating the effect of this statement on the Company's results of operations and financial position.

   In August 2001, the FASB issued statement No. 144, Accounting for the Impairment or Disposal of Long-Lived Assets ("SFAS No. 144"). SFAS No. 144 supersedes FASB statement No. 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of ("SFAS No. 121"), and the accounting and reporting provisions of APB Opinion No. 30, Reporting the Results of Operations Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions (Opinion 30) for the disposal of a segment of a business(as previously defined in Opinion 30). The FASB issued SFAS No. 144 to establish a single accounting model, based on the framework established in SFAS No. 121, for long-lived assets to be disposed of by sale. SFAS No. 144 broadens the presentation of discontinued operations in the income statement to include a component of an entity (rather than a segment of a business). A component of an entity comprises operations and ca sh flows that can be clearly distinguished, operationally and for financial reporting purposes, from the rest of the entity. SFAS No. 144 also requires that discontinued operations be measured at the lower of the carrying amount or fair value less cost to sell. SFAS No. 144 is effective for fiscal years beginning after December 15, 2001 and should be applied prospectively. Management is evaluating the effect of this statement on the Company's results of operations and financial position.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIALCONDITION AND RESULTS OF OPERATIONS

RESULTS OF OPERATIONS

The following table sets forth items in the Consolidated Statements of Earnings as a percent of net sales and the percentage change of those items as compared to the prior year. All dollar amounts within "Management's Discussion and Analysis" are expressed in thousands, except dividends per share. (Percentages are calculated based on actual data, but percentage columns may not add due to rounding.) Certain prior year information has been restated to be consistent with the current presentation.

	Quarter Ended February			Nine Months Ended February		
	FY 2002	FY 2001	% Change	FY 2002	FY 2001	% Change
Net Sales	$149,495	$197,404	-24.3%	$485,553	$596,641	-18.6%
Cost of Goods Sold	120,583	160,599	-24.9%	392,776	486,696	-19.3%
Gross Profit	28,912	36,805	-21.4%	92,777	109,945	-15.6%
S,G&A	26,697	29,224	-8.6%	84,724	90,040	-5.9%
EBIT	2,215	7,581	-70.8%	8,053	19,905	-59.5%
Interest, Net	26	1,271	-98.0%	77	3,627	-97.9%
Earnings Before Taxes	2,189	6,310	-65.3%	7,976	16,278	-51.0%
Income Taxes	832	2,398	-65.3%	3,031	6,186	-51.0%
Net Earnings	$1,357	$3,912	-65.3%	$4,945	$10,092	-51.0%
As a Percentage of Net Sales						
Net Sales	100.0%	100.0%		100.0%	100.0%	
Cost of Goods Sold	80.7%	81.4%	-0.7%	80.9%	81.6%	-0.7%
Gross Profit	19.3%	18.6%	0.7%	19.1%	18.4%	0.7%
S,G&A	17.9%	14.8%	3.1%	17.4%	15.1%	2.3%
EBIT	1.5%	3.8%	-2.3%	1.7%	3.3%	-1.6%
Interest, Net	0.0%	0.6%	-0.6%	0.0%	0.6%	-0.6%
Earnings Before Taxes	1.5%	3.2%	-1.7%	1.6%	2.7%	-1.1%
Income Taxes	0.6%	1.2%	-0.6%	0.6%	1.0%	-0.4%
Net Earnings	0.9%	2.0%	-1.1%	1.0%	1.7%	-0.7%

Total Company

Net sales for the third quarter declined 24.3% to $149,495 from $197,404 in the third quarter of the prior year. The decline in sales was primarily due to a 23.0% decline in unit sales that was exacerbated by a 1.7% decline in the average selling price per unit. The sales decline affected all segments and all major channels of distribution with the exception of chain stores which showed a slight sales increase. Third quarter sales were negatively impacted by prevailing economic conditions, weak consumer demand and conservative purchasing plans by many of the Company's retail customers.

For the nine months, sales declined 18.6% to $485,553 from $596,641 in the prior year. The unit sales decline of 17.5% was further impacted by a 1.3% decline in the average selling price per unit.

Cost of goods sold decreased to 80.7% of net sales in the current quarter from 81.4% in the prior year. The decline in cost of goods sold reflected a more favorable product mix and improvements in sourcing operations.

For the nine months, cost of goods sold declined to 80.9% in the current year from 81.6% in the prior year.

Selling, general and administrative expenses (S,G&A) declined 8.6% in the third quarter to $26,697 from $29,224 in the prior year but increased as a percentage of net sales to 17.9% in the current quarter from 14.8% in the prior year. Included in S,G&A for the quarter were $1,726 in bad debt expenses attributable to the Kmart bankruptcy (this represents approximately 50% of the total exposure).

For the nine months, S,G&A declined 5.9% from the prior year, but increased as a percentage of net sales to 17.4% in the current year from 15.1% in the prior year.

Interest expense declined in the third quarter of the current year compared to the prior year due to lower average borrowing requirements and lower average interest rates. In addition, approximately $93 of financing cost for the trade receivables securitization program were reflected as S,G&A expense rather than interest expense.

For the nine months, approximately $1,030 of financing cost for the trade receivables securitization program were reflected as S,G&A expense rather than interest expense.

The Company's effective tax rate was 38.0% for all periods in both the current and the prior year and does not differ significantly from the Company's statutory rates.

Segment Results

The Company's business segments are the Oxford Shirt Group, Lanier Clothes, Oxford Slacks, and the Oxford Womenswear Group. The Shirt Group operations encompass dress and sport shirts, golf and children's apparel. Lanier Clothes produces suits, sportscoats, suit separates and dress slacks. Oxford Slacks is a producer of private label dress and casual slacks and shorts. The Oxford Womenswear Group is a producer of budget and moderate-priced private label women's apparel. Corporate and other is a reconciling category for reporting purposes and includes the Company's corporate offices and other costs and services that are not allocated to operating groups. All data with respect to the Company's specific segments included within "Management's Discussion and Analysis" is presented before applicable intercompany eliminations. (See Note 4 of Notes to Consolidated Financial Statements for additional segment information.)

	Quarter Ended February			Nine Months Ended February		
	FY 2002	FY 2001	% Change	FY 2002	FY 2001	% Change
Net Sales						
Oxford Shirt Group	$40,158	$51,895	-22.6%	$139,373	$174,174	-20.0%
Lanier Clothes	34,503	40,212	-14.2%	113,678	130,450	-12.9%
Oxford Slacks	19,060	22,959	-17.0%	59,522	75,895	-21.6%
Womenswear Group	55,674	82,271	-32.3%	172,641	215,866	-20.0%
Corporate and Other	100	67	49.3%	339	256	32.4%
Total Net Sales	$149,495	$197,404	-24.3%	$485,553	$596,641	-18.6%
As a Percentage of Net Sales						
Oxford Shirt Group	26.9%	26.3%		28.7%	29.2%	
Lanier Clothes	23.1%	20.4%		23.4%	21.9%	
Oxford Slacks	12.7%	11.6%		12.3%	12.7%	
Womenswear Group	37.2%	41.7%		35.6%	36.2%	
Corporate and Other	0.1%	0.0%		0.1%	0.0%	
Total Net Sales	100.0%	100.0%		100.0%	100.0%	

EBIT	Quarter Ended February			EBIT Margin	
	FY 2002	FY 2001	% Change	FY 2002	FY 2001
Oxford Shirt Group	$(599)	$(1,710)	-65.0%	-1.5%	-3.3%
Lanier Clothes	2,947	2,985	-1.3%	8.5%	7.4%
Oxford Slacks	883	501	76.2%	4.6%	2.2%
Oxford Womenswear Group	588	5,457	-89.2%	1.1%	6.6%
Corporate and Other	(1,604)	348	-560.9%	N/A	N/A
Total Operating Income	$2,215	$7,581	-70.8%	1.5%	3.8%
EBIT	Nine Months Ended February			EBIT Margin	
	FY 2002	FY 2001	% Change	FY 2002	FY 2001
Oxford Shirt Group	$(1,721)	$(445)	286.7%	-1.2%	-0.3%
Lanier Clothes	9,015	9,062	-0.5%	7.9%	6.9%
Oxford Slacks	2,377	3,801	-37.5%	4.0%	5.0%
Oxford Womenswear Group	4,905	9,887	-50.4%	2.8%	4.6%
Corporate and Other	(6,523)	(2,400)	171.8%	N/A	N/A
Total Operating Income	$8,053	$19,905	-59.5%	1.7%	3.3%

Oxford Shirt Group

The Oxford Shirt Group reported a 22.6% sales decline from $51,895 in the third quarter of the prior year to $40,158 in the current year. A unit sales decline of 15.9% was exacerbated by an 8.0% decline in the average selling price per unit. The bulk of the sales decline occurred in the specialty store distribution channel. The discontinuation of the DKNY Kids business also contributed to the decline. A more favorable product mix resulted in an improvement in EBIT to a loss of $599 in the current quarter from a loss of $1,710 in the prior year.

For the nine months, net sales declined 20.0% from $174,174 in the prior year to $139,373 in the current year. A 16.2% decline in unit sales was further impacted by a 4.4% decline in the average selling price per unit. EBIT declined from a loss of $445 in the prior year to a loss of $1,721 in the current year.

Lanier Clothes

Lanier Clothes reported sales of $34,503, a decline of 14.2% from the prior year. A unit sales decline of 8.0% was compounded by a 6.7% decline in the average selling price per unit. Weak demand from the group's department store customers was primarily responsible for the sales decline. EBIT declined slightly to $2,947 in the current quarter from $2,985 in the prior year.

For the nine months, Lanier Clothes sales declined 12.9% from $130,450 in the prior year to $113,678 in the current year. A 6.7% decline unit sales was compounded by a 6.6% decline in the average selling price per unit. EBIT declined 0.5% from $9,062 in the prior year to $9,015 in the current year.

Oxford Slacks Group

Oxford Slacks reported third quarter sales of $19,060, down 17.0% from $22,959 in the prior year. The unit sales decline of 7.3% was further impacted by a 10.5% decline in the average selling price per unit. The sales decline was primarily in the group's direct mail distribution channel. Lower operating expenses and favorable costing variances resulted in an improvement in EBIT to $883 in the current quarter from $501 in the prior year.

For the nine months, net sales declined 21.6% from $75,895 in the prior year to $59,522 in the current year. A 14.8% decline in unit sales was compounded by a 7.9% decline in the average selling price per unit. EBIT declined from $3,801 in the prior year to $2,377 in the current year.

Oxford Womenswear Group

The Womenswear Group reported a sales decline in the third quarter of 32.3% from $82,271 in the prior year to $55,674 in the current year. A unit sales decline of 28.1% was further impacted by a decline of 5.9% in the average selling price per unit. The sales decline was driven primarily by lower shipments to major mass merchant retailers and lower replenishment take-outs. Lower sales and $1,726 in bad debt expenses associated with the Kmart bankruptcy reduced EBIT to $588 from $5,457 last year.

For the nine months, the Womenswear Group sales declined 20.0% from $215,866 in the prior year to $172,641 in the current year. A 19.4% decline in unit sales was compounded by a slight 0.6% decline in the average selling price per unit. EBIT declined from $9,887 in the prior year to $4,905 in the current year primarily due to the loss in sales volume and the bad debt write off.

Corporate and Other

The Corporate and Other change in EBIT was primarily due to underabsorbed sourcing costs in the Hong Kong sourcing office and LIFO accounting adjustments in the third quarter and for the nine months.

FUTURE OPERATING RESULTS

While the Company has observed some preliminary signs of improvement in a number of its segments, the Company is maintaining a conservative outlook for the fourth quarter. The Company's focus will remain on prudent planning and aggressive asset management. The Company's financial position remains quite strong and is well positioned to capitalize on opportunities when economic activity begins to accelerate.

Fourth quarter sales and diluted earnings per share are expected to decline by approximately 20% from last year's fourth quarter.

LIQUIDITY AND CAPITAL RESOURCES

Operating Activities

Operating Activities used $28,395 through the third quarter of the current year and used $35,541 through the third quarter of the prior year. The difference was primarily due to decreased inventory offset by decreased net earnings, a greater increase in accounts receivable and a greater decline in trade accounts payable.

Investing Activities

Investing Activities used $757 through the third quarter of the current year and used $2,501 through the third quarter of the prior year. The primary difference was decreased capital expenditures.

Financing Activities

Financing Activities generated $23,577 through the third quarter of the current year and $35,567 through the third quarter of the prior year. The primary difference was a smaller increase in short-term borrowings offset by the decrease in the purchase and retirement of the Company's common stock.

The Company established a $90,000 accounts receivables securitization program on May 3, 2001, under which the Company sells a defined pool of its accounts receivable to a securitization conduit. The Company had approximately 64 million available under the securitization program on March 1,2002. The Company used the proceeds from receivables securitization to eliminate outstanding bank borrowings. In an effort to provide greater clarity, the Company amended its trade receivables securitization agreement on January 31, 2002 and, as a result, discontinued the off balance sheet treatment of the program. Total debt at the current quarter-end stood at $26,993, down $77,679 or 74.2% from $104,672 last year.

On April 1, 2002, the Company's Board of Director's declared a cash dividend of $0.21 per share payable on June 1, 2002 to shareholders of record on May 15, 2002. The Company did not purchase any shares of its common stock during the third quarter of the current year.

Working Capital

Working Capital	**Third Quarter FY 2002**	**Fourth Quarter FY 2001**	**Third Quarter FY 2001**
($ in Thousands)			
Current Assets	$ 229,527	$ 219,670	$ 321,162
Current Liabilities	92,988	89,392	156,710
Working Capital	$ 136,539	$ 130,278	$ 164,452
Current Ratio	2.5	2.5	2.0

FUTURE LIQUIDITY AND CAPITAL RESOURCES

Cash flow from operations is the Company's primary source of liquidity. The Company supplements operating cash with its $90,000 accounts receivable securitization program and uncommitted bank lines of credit. On March 1, 2002, $25,000 was outstanding under the securitization program. The Company has $154,500 in uncommitted lines of credit, of which $118,500 is reserved exclusively for letters of credit. The Company pays no commitment fees for these available lines of credit. At March 1, 2002, direct borrowings of $1,500 and approximately $61,803 in trade letters of credit were outstanding under these lines. The Company anticipates use and availability of both committed and uncommitted resources as working capital needs may require.

The uses of funds primarily include working capital requirements, capital expenditures, acquisitions, stock repurchases, dividends and repayment of short-term debt. The Company considers possible acquisitions of apparel-related businesses that are compatible with its long-term strategies. The Company's Board of Directors has authorized the Company to purchase shares of the Company's common stock on the open market and in negotiated trades as conditions and opportunities warrant.

Critical Accounting Policies

The Company's critical accounting policies, including the assumptions and judgments underlying them, are disclosed in the Notes to the Consolidated Financial Statements. These policies have been consistently applied in all material respects and address such matters as concentrations of credit risk, accounts receivable securitization, accounts receivable valuation, inventory management and revenue recognition. While the estimates and judgements associated with the application of these policies may be affected by different assumptions or conditions, the Company believes the estimates and judgments associated with the reported amounts are appropriate in the circumstances.

SAFE HARBOR STATEMENT UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995

This Quarterly Report contains forward-looking statements of the Company's beliefs or expectations regarding anticipated future results of the Company. These statements are based on numerous assumptions and are subject to risks and uncertainties. Although the Company feels that the beliefs and expectations in the forward-looking statements are reasonable, it does not and cannot give any assurance that the beliefs and expectations will prove to be correct. Many factors could significantly affect the Company's operations and cause the Company's actual results to be substantially different from the Company's expectations. Those factors include, but are not limited to: (i) general economic and apparel business conditions; (ii) continued retailer and consumer acceptance of the Company's products; (iii) global manufacturing costs; (iv) the financial condition of customers or suppliers; (v) changes in capital market conditions; (vi) governmental and business conditions in countries where the Company's produ cts are manufactured; (vii) changes in trade regulations; (viii) the impact of acquisition activity; (ix) changes in the Company's plans, strategies, objectives, expectations or intentions, which may happen at any time at the discretion of the Company; and (x) other risks and uncertainties indicated from time to time in the Company's filings with the Securities and Exchange Commission. The Company does not have an obligation to publicly update any forward-looking statements, whether as a result of the receipt of new information, the occurrence of the future events or otherwise.

ADDITIONAL INFORMATION

For additional information concerning the Company's operations, cash flows, liquidity and capital resources, this analysis should be read in conjunction with the Consolidated Financial Statements and the Notes to Consolidated Financial Statements contained in the Company's Annual Report for the fiscal year ended June 1, 2001.

PART II. OTHER INFORMATION

Item 6. Exhibits and Reports on Form 8-K.

(a) Exhibits.

10(m) Omnibus Amendment No. 1. Amendment to the accounts receivable sale and accounts receivable loan agreements (exhibits 10(j) and 10(k)). Dated January 31, 2002.

(b) Reports on Form 8-K.

The Registrant did not file any reports on Form 8-K during the quarter ended March 2, 2002.

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.

OXFORD INDUSTRIES, INC.

(Registrant)

/s/Ben B. Blount, Jr.

Date: April 11, 2002.

Ben B. Blount, Jr

Executive Vice President, and Chief Financial Officer

(Principal Financial Officer)

Exhibit 10-m

OMNIBUS AMENDMENT NO. 1

THIS OMNIBUS AMENDMENT NO. 1 is made and entered into as of January 31, 2002, among Oxford Receivables Company, a Delaware corporation (***"SPE"***), OXFORD INDUSTRIES, INC., a Georgia corporation (***"Oxford"***), THREE PILLARS FUNDING CORPORATION, a Delaware corporation (together with its successors and permitted assigns, ***"Lender"***), and SUNTRUST CAPITAL MARKETS, INC. (F/K/A SUNTRUST EQUITABLE SECURITIES CORPORATION), a Tennessee corporation, as agent and administrator for Lender (in such capacity, together with its successor and assigns in such capacity, the ***"Administrator"***), and pertains to that certain Loan Agreement dated as of May 3, 2001 among the parties (the ***"Loan Agreement"***) and that certain Receivables Sale Agreement dated as of May 3, 2001 between Oxford and SPE (the ***"Sale Agreement"*** and, together with the Loan Agreement, the ***"Operative Agree ments"***).

BACKGROUND

SPE has requested that Lender extend Overnight CP Loans to SPE pursuant to the Loan Agreement. Lender is willing to provide such Overnight CP Loans on the terms and subject to the conditions set forth in this Amendment.

In addition, SPE has requested certain other amendments to the Operative Agreements to which Lender is willing to agree on the terms and subject to the conditions set forth in this Amendment.

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

1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have their meanings as attributed to such terms in the Operative Agreements.

2. Amendments.

2.1. The following new defined terms are hereby insert into Section 1.1 of the Loan Agreement in their appropriate alphabetical order:

"Overnight CP Loan" means a Loan requested by Borrower (or the Servicer on its behalf) not later than 11:00 a.m. (New York time) on a Business Day which Loan shall constitute a part of the CP Allocation and shall be due and payable in full, together with all accrued and unpaid interest thereon, on its Overnight CP Loan Maturity Date.

"Overnight CP Loan Maturity Date" means, with respect to any Overnight CP Loan, the Business Day immediately following the date on which such Loan is funded.

2.2. The following definitions in Section 1.1 of the Loan Agreement are hereby amended and restated in their entirety to read, respectively, as follows:

"CP Tranche Period" means, with respect to all or any portion of the CP Allocation, a period of days from 1 Business Day up to 90 consecutive days commencing on a Business Day which period is either (a) requested by Borrower and agreed to by Lender (or by Administrator on Lender's behalf) or (b) in the absence of such request and agreement, selected by Lender (or by Administrator on Lender's behalf).

"Scheduled Interest Payment Date" means (a) with respect to each Overnight CP Loan, its Overnight CP Loan Maturity Date, and (b) with respect to each other Loan, each Distribution Date hereafter commencing with April 12, 2001.

2.3. Section 1.2 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

Section 1.2. Borrowing Procedures

. Borrower (or the Servicer on its behalf) may request a Loan hereunder by giving notice to Administrator of a proposed borrowing not later than 2:00 p.m. (New York City time), two (2) Business Days prior to the proposed date of such borrowing (or such lesser period of time as Lender may consent); ***provided*** that Borrower (or the Servicer on its behalf) may request an Overnight CP Loan hereunder by giving notice to Administrator of a proposed borrowing not later than 11:00 a.m. (New York City time), on the proposed date of such borrowing. Each such notice (herein called a ***"Borrowing Request"***) shall be in the form of Exhibit A (or, if acceptable to Administrator, the information required therein may be given by telephone) and shall include the date and amount of such proposed borrowing. Any Borrowing Request given by Borrower (or the Servicer on its behalf) pursuant to this Section 2.2 shall be irrevocable and binding on Borrower. Any Borrowi ng Request may be delivered by facsimile transmission or by electronic mail message attaching a portable data format or ".pdf" file containing an image of the signed request, ***provided, however,*** that no such transmission or electronic mail message shall be deemed to be delivered unless and until Borrower (or Servicer on its behalf) confirms Administrator's actual receipt thereof by telephone.

2.4. The first sentence of Section 4.1 of the Loan Agreement is hereby deleted and replaced in its entirety with the following two sentences:

Borrower shall repay in full the unpaid principal amount of each Overnight CP Loan on its Overnight CP Maturity Date. Borrower shall repay in full the unpaid principal amount of each other Loan on the Scheduled Commitment Termination Date.

2.5. Section 4.2 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

Section 4.2. Application of Collections.

(a) All Collections deposited in the Collection Account shall be distributed by the Servicer at such times and in the order of priority set forth in this Section 4.2. On each Overnight CP Loan Maturity Date which is not otherwise a Distribution Date, the Servicer shall distribute from Collections then on deposit in the Collection Account an amount equal to the principal and accrued and unpaid interest on all Overnight CP Loans maturing on such date (to the extent that such maturing Overnight CP Loans are not being refinanced with new Loans on such date).

(b) On each Distribution Date prior to the Commitment Termination Date, the Servicer shall distribute from Collections on deposit in the Collection Account on such Distribution Date, if any, the following amounts, without duplication in the following order of priority:

first, to the extent due and owing under this Agreement or any other Transaction Document, the accrued Servicing Fee payable for the prior Calculation Period (plus, if applicable, the amount of Servicing Fee payable for any prior Calculation Period to the extent such amount has not been distributed to Servicer);

second, interest accrued on the Loans during the period from the most recent Distribution Date to the current Distribution Date (plus, if applicable, the amount of interest on the Loans accrued for any prior period to the extent such amount has not been paid, and to the extent permitted by law, interest thereon);

third, to the extent due and owing under any Transaction Document, all Fees accrued during the prior Calculation Period (plus, if applicable, the amount of Fees accrued for any prior Calculation Period to the extent such amount has not been distributed to Lender or Administrator);

fourth, as a repayment of principal of the Loans, an amount equal to the Borrowing Base Deficit, if any;

fifth, to the extent due and owing under any Transaction Document on such Distribution Date, all other Secured Obligations owed to any Secured Party;

sixth, to the extent due and owing under this Agreement or any other Transaction Document on such Distribution Date, all other obligations then payable by Borrower to Administrator or Lender; and

seventh, the balance, if any, to Borrower.

(c) On each Distribution Date from and after the Commitment Termination Date, the Servicer shall distribute from Collections, if any, on deposit in the Collection Account on such Distribution Date the following amounts, without duplication in the following order of priority:

first, the accrued but unpaid Servicing Fee due and owing on such Distribution Date;

second, all other obligations payable by Borrower under this Agreement due and owing on such Distribution Date; and

third, once all amounts described in clauses ***first*** and ***second*** above have been paid in full, the balance, if any, to Borrower.

2.6. Section 10.2.3 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

10.2.3. Default Ratio

. The Default Ratio shall equal or exceed 3.2% on a rolling three-fiscal month average basis for the three-fiscal months ended February 1, 2002, March 1, 2002 or March 31, 2002, or 1.5% on a rolling three-month average basis for any other three-fiscal month period.

2.7. All references to "SunTrust Equitable Securities Corporation" in the Operative Agreements are hereby replaced with "SunTrust Capital Markets, Inc."

2.8. Exhibit A to the Loan Agreement is hereby amended and restated in its entirety to read as set forth in Exhibit A to this Amendment.

2.9. In recognition of SPE's determination to cease being a "qualified special purpose entity" or "QSPE" within the meaning of Statement of Financial Accounting Standard No. 140 as of January 31, 2002, (a) Section 4.2(e) of the Sale Agreement is hereby deleted, and (b) Section 9.1.10 of the Loan Agreement is hereby amended and restated in its entirety to read as follows:

9.1.10. Servicing. Servicer shall use all reasonable measures to prevent or minimize any loss being realized on a Receivable and shall take all reasonable steps to recover the full amount of such loss. Without limiting the generality of the foregoing, Servicer shall have the right to sell Defaulted Receivables to third parties, provided the Administrator gives its prior written approval of the amount and type of consideration for each such sale. Borrower and Servicer shall, at their own expense, take such steps as are necessary to maintain perfection of the security interest created by each Receivable in the related goods and merchandise subject thereto. Servicer shall use its best efforts, consistent with prudent servicing procedures, to repossess or otherwise convert the ownership of the goods or merchandise securing any Receivable which becomes a Defaulted Receivable. Servicer shall follow such practices and procedures for servicing the Receivable s as would be customary and usual for a prudent servicer under similar circumstances, including using reasonable efforts to realize upon any recourse to the Obligors and selling the goods securing a Receivable at a public or private sale.

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3. Certain Representations. In order to induce the Administrator and the Lender to enter into this Amendment, each of SPE and Oxford hereby represents and warrants to the Administrator and the Lender that, both before and after giving effect to the amendments contained in Section 2 hereof, (a) no Significant Event, Unmatured Significant Event, Oxford Event of Default or Unmatured Oxford Event of Default exists and is continuing as of the Effective Date (as defined in Section 4 below), (b) the Loan Agreement, as amended hereby, constitutes the legal, valid and binding obligations of SPE and Oxford enforceable against each of them in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws relating to or limiting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law, and (c) each of SPE's or Oxford's (as t he case may be) representations and warranties contained in the Operative Agreements is true and correct as of the Effective Date as though made on such date (except for such representations and warranties that speak only as of an earlier date).

4. Effective Date. This Amendment shall become effective as of the date first above written (the ***"Effective Date"***) upon receipt by the Administrator of:

(a) counterparts of this Amendment, duly executed by each of the parties hereto, and

(b) counterparts of an amendment and restatement of the Fee Letter, duly executed by and in form and substance satisfactory to the parties thereto.

5. Ratification. Except as expressly modified hereby, each of the Operative Agreements, as amended hereby, is hereby ratified, approved and confirmed in all respects.

6. Reference to Loan Agreement. From and after the Effective Date hereof, each reference in either of the Operative Agreements to "this Agreement", "hereof", or "hereunder" or words of like import, and all references to such agreement in any and all agreements, instruments, documents, notes, certificates and other writings of every kind and nature shall be deemed to mean such the Loan Agreement or Sale Agreement, as the case may be, as amended by this Amendment.

7. Costs and Expenses. SPE agrees to pay all reasonable costs, fees, and out-of-pocket expenses (including reasonable attorneys' fees and time charges of attorneys for the Administrator, which attorneys may be employees of the Administrator) incurred by the Administrator in connection with the preparation, execution and enforcement of this Amendment.

8. CHOICE OF LAW. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.

9. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[signature pages begin on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

Oxford Receivables Company

By: /s/Thomas C. Chubb III
Name: Thomas C. Chubb III
Title: President

OXFORD INDUSTRIES, INC.

By:/s/J. Reese Lanier, Jr.
Name: J. Reese Lanier, Jr
Title: Treasurer

THREE PILLARS FUNDING CORPORATION

By: /s/Evelyn Echevarria
Name: Evelyn Echevarria
Title: Vice President

SUNTRUST CAPITAL MARKETS, INC. (F/K/A SUNTRUST EQUITABLE SECURITIES CORPORATION), *as Administrator*

By: /s/James R. Bennison
Name: James R. Bennison
Title: Managing Director

Exhibit A

BORROWING REQUEST

[Date]

To: Three Pillars Funding Corporation (***"Lender"***)

From: Oxford Receivables Company (***"Borrower"***)

Re: Loan Agreement dated as of May 3, 2001, among Borrower, Lender and SunTrust Equitable Securities Corporation, as Administrator (as amended from time to time, the ***"Agreement"***)

A	(i) Pursuant to Section 2.2 of the Agreement, the undersigned hereby requests **[**an Overnight CP Loan / a Loan other than an Overnight CP Loan**]** from Lender in an amount equal to the following (at least $1,000,000 or a larger integral multiple of $500,000):	$__________________
	(ii) The date such Loan is requested is:	___________________
	(iii) The requested maturity date of the Loan is:	___________________
	(iv) The aggregate principal amount of Loans outstanding under the Agreement, after giving effect to the requested Loan under (i) above, will equal:	$__________________
	(v) The amount in (iii) above does not exceed the Facility Limit which equals:	$90,000,000

B. As of the date hereof and the date of making of such Loan, each of the representations and warranties contained in Article VIII of the Agreement shall be true and correct on and as of the date hereof and, if applicable, the date of such Loan, and no Significant Event or Unmatured Significant Event has occurred and is continuing or shall exist after giving effect to the Loan requested hereby.

Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

The undersigned certifies to the accuracy of the foregoing.

Oxford Receivables Company

Date: By:

Title: