

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-3
REGISTRATION STATEMENT

UNDER
THE SECURITIES ACT OF 1933

WESTERN RESOURCES, INC.
(Exact name of registrant as specified in its charter)

KANSAS
(State or other jurisdiction
of incorporation or organization)

48-0290150
(I.R.S. Employer
Identification No.)

818 KANSAS AVENUE
TOPEKA, KANSAS 66612

(913) 575-6300

(Address, including zip code, and telephone number, including
area code, of principal executive offices)

JOHN K. ROSENBERG, ESQ.
EXECUTIVE VICE PRESIDENT
AND GENERAL COUNSEL
WESTERN RESOURCES, INC.
TOPEKA, KANSAS 66612
(913) 575-6300

STEVEN L. KITCHEN
EXECUTIVE VICE PRESIDENT AND
CHIEF FINANCIAL OFFICER
WESTERN RESOURCES, INC.
TOPEKA, KANSAS 66612
(913) 575-6300

(Name, address, including zip code, and telephone number,
including area code, of agent for service)

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO
THE PUBLIC: From time to time after the effective date of
this Registration Statement.

If the only securities being registered on this Form are being offered
pursuant to dividend or interest reinvestment plans, please check the following
box.

If any of the securities being registered on this Form are to be
offered on a delayed or continuous basis pursuant to Rule 415 under the
Securities Act of 1933, other than securities offered only in connection with
dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering
pursuant to Rule 462(b) under the Securities Act, please check the following box
and list the Securities Act registration statement number of the earlier
effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule
462(c) under the Securities Act, check the following box and list the Securities
Act registration statement number of the earlier effective registration
statement for the same offering.

If delivery of the prospectus is expected to be made pursuant to Rule
434, please check the following box.

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit(1)	Proposed maximum aggregate offering price(1)	Amount of registration fee
Common Stock, Par Value \$5.00	10,000,000 Shares	\$30.063	\$300,630,000	\$103,665.52

INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF ANY SUCH STATE.

[LOGO]

11,175,000 SHARES

WESTERN RESOURCES, INC.

COMMON STOCK
(PAR VALUE \$5.00 PER SHARE)

Western Resources, Inc. (the "Company") intends from time to time to issue up to 11,175,000 shares of its Common Stock, par value \$5.00 per share (the "Common Stock"). For each offering of Common Stock for which this Prospectus is being delivered (the "Offered Common Stock"), there will be an accompanying Prospectus Supplement (the "Prospectus Supplement"). The Common Stock will be offered as set forth under "Plan of Distribution".

The reported last sale price of the Common Stock on the New York Stock Exchange on March 27, 1996 was \$30.625 per share.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES
AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS
THE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON
THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY
REPRESENTATION TO THE CONTRARY
IS A CRIMINAL OFFENSE.

The date of this Prospectus is March 28, 1996.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE COMMON STOCK OF THE COMPANY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL ON THE OPEN MARKET. SUCH TRANSACTIONS MAY BE EFFECTED ON THE NEW YORK STOCK EXCHANGE OR OTHERWISE. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "1934 Act"), and in accordance therewith files reports and other information with the Securities and Exchange Commission (the "Commission"). Reports, proxy and information statements, and other information filed by the Company can be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, Room 1024, N.W., Washington, D.C. 20549 and at certain of its Regional Offices at Seven World Trade Center, Suite 1300, New York, N.Y. 10048 and 500 West Madison Street, Suite 1400, Chicago, Ill. 60661. Copies of such material can be obtained at prescribed rates from the Public Reference Section of the Commission, 450 Fifth Street, N.W., Washington, D.C. 20549. Certain securities of the Company are listed on the New York Stock Exchange, Inc. (the "New York Stock Exchange") and reports, proxy and information statements and other information concerning the Company can be inspected at the offices of the New York Stock Exchange, 20 Broad Street, New York, N.Y. 10005.

The Company has filed with the Commission a registration statement on Form S-3 (herein, together with all amendments and exhibits thereto, referred to as the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"). This Prospectus does not contain all of the information set forth in the Registration Statement, certain parts of which are omitted in accordance with the rules and regulations of the Commission. For further information, reference is hereby made to the Registration Statement.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed by the Company with the Commission (File No. 1-3523) pursuant to the 1934 Act are incorporated herein by reference as of their respective dates of filing and shall be deemed to be a part hereof:

1. The Company's Annual Report on Form 10-K for the year ended December 31, 1995 (the "1995 Form 10-K"), which report includes the Annual Report on Form 10-K of Kansas Gas and Electric Company ("KGE") for the year ended December 31, 1995 (the "KGE 1995 Form 10-K").

2. The description of the Company's Common Stock contained in Item 7 of the Company's Form 10-Q filed for the quarter ended March 31, 1979.

All documents filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the 1934 Act after the date of this Prospectus and prior to the termination of this offering shall also be deemed to be incorporated by reference in this Prospectus and to be a part hereof from the respective dates of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

The Company hereby undertakes to provide without charge to each person, including any beneficial owner, to whom a copy of this Prospectus has been delivered, on the written or oral request of any such person, a copy of any or all documents referred to above which have been or may be incorporated by reference in this Prospectus (not including exhibits to such incorporated documents that are not specifically incorporated by reference into such documents). Requests for such copies should be directed to Richard D. Terrill, Esq., Secretary of the Company, 818 Kansas Avenue, Topeka, Kansas 66612, (913) 575-6322.

THE COMPANY

GENERAL

The Company and its wholly owned subsidiaries include KPL, a rate-regulated electric and gas division of the Company, KGE, a rate-regulated utility and wholly owned subsidiary of the Company, the Westar companies, non-utility subsidiaries, and Mid Continent Market Center, Inc., a regulated gas transmission service provider. KGE owns 47% of Wolf Creek Nuclear Operating Corporation, the operating company for Wolf Creek Generating Station.

The Company is an investor owned holding company. The Company is engaged principally in the production, purchase, transmission, distribution and sale of electricity and the delivery and sale of natural gas. The Company serves approximately 601,000 electric customers in eastern and central Kansas and approximately 648,000 natural gas customers in Kansas and northeastern Oklahoma. The Company's non-utility subsidiaries market natural gas primarily to large commercial and industrial customers, provide electronic security services and provide other energy-related products and services.

The Company was incorporated under the laws of the State of Kansas in 1924. The Company's corporate headquarters is located at 818 Kansas Avenue, Topeka, Kansas 66612 and its telephone number is (913) 575-6300.

USE OF PROCEEDS

The net proceeds from the sale of the Offered Common Stock will be added to the general funds of the Company to be used for repayment of short-term indebtedness, to refinance certain long-term indebtedness and for general corporate purposes. Further information concerning the use of proceeds from the sale of the Offered Common Stock will be set forth in the Prospectus Supplement relating to such sale.

DESCRIPTION OF CAPITAL STOCK

The amount of authorized capital stock of the Company is 95,600,000 shares, of which 85,000,000 shares are Common Stock, par value \$5.00 per share, 4,000,000 shares are Preference Stock without par value, 600,000 shares are Preferred Stock, par value \$100.00 per share (the "Par Value Preferred Stock") and 6,000,000 shares are preferred stock without par value (the "No Par Value Preferred Stock"). The Par Value Preferred Stock and the No Par Value Preferred Stock are referred to herein together as the "Preferred Stock".

COMMON STOCK

As of December 31, 1995, the Company had 62,855,961 shares of Common Stock issued and outstanding. The holders of Common Stock and the Preferred Stock, voting as one class, are entitled to one vote per share on all matters requiring stockholder action (except for the election of directors) subject to the special voting rights of holders of Preferred Stock and Preference Stock described below. In all elections for directors, each holder of Preferred Stock or Common Stock has the right to cast as many votes in the aggregate as equals the number of shares held by him multiplied by the number of directors to be elected; provided, however, that if the holders of the Preferred Stock are entitled to vote separately as a class for the election of certain directors or the Preferred Stock and the Preference Stock are each entitled to vote separately as a class for the election of certain directors, the holders of the Common Stock shall be entitled to vote separately as a class for the remaining directors. The holders of Preferred Stock are entitled to elect a majority of the board of directors if, and so long as, dividends payable on outstanding Preferred Stock are in default in an amount equal to four or more quarterly dividends, whether or not consecutive. The holders of Preference Stock are entitled to elect two directors if, and so long as, dividends payable on outstanding Preference Stock are in default in an amount equal to six or more quarterly dividends, whether or not consecutive. The holders of the Common Stock participate ratably in liquidation, subject to the payment to the

holders of the Preferred Stock and Preference Stock of the preferential amounts to which they are respectively entitled.

Dividends on the Common Stock may be declared and paid only out of surplus or net profits legally available for the payment of dividends and only when the full dividends on the Preferred Stock and the Preference Stock have been paid or declared and a sum sufficient for the payment thereof shall have been set apart. In addition, the Company's Restated Articles of Incorporation contain further restrictions on the dividends which may be paid to holders of the Common Stock. In the event the Capitalization Ratio (as defined below) is less than 20%, dividends (including the proposed payment) on the Common Stock and the Preference Stock during the twelve month period ending with and including the date of the proposed payment of such dividends may not exceed 50% of the net income available for dividends during the twelve calendar month period ending with and including the second calendar month immediately preceding the date of the proposed payment of dividends on such shares of capital stock. Similarly, if the Capitalization Ratio is 20% or more, but less than 25%, then the payment of dividends on the Common Stock and the Preference Stock (including the proposed payment) during the twelve month period ending with and including the date of the proposed payment of such dividends may not exceed 75% of the net income of the Company available for dividends for the twelve calendar months ending with and including the second calendar month immediately preceding the date of the proposed payment of dividends on such shares of capital stock. Except as permitted by the provisions of the Company's Restated Articles of Incorporation summarized in this paragraph, the Company may not pay dividends on the Common Stock and the Preference Stock which would reduce the Capitalization Ratio to less than 25%. "Capitalization Ratio" is defined to mean the ratio of the capital represented by the Common Stock and the Preference Stock, including premiums on the capital stock of the Company, plus the surplus accounts of the Company, to the total capital of the Company, plus the surplus accounts of the Company, at the end of the second calendar month immediately preceding the date of the proposed payment of dividends, adjusted to reflect the proposed payment of dividends.

PREFERRED STOCK

The Company is authorized to issue 6,600,000 shares of Preferred Stock, which may be issued from time to time in one or more series, each such series to have such distinctive designation or title as may be fixed by the Board prior to the issuance of any shares thereof. Each series may differ from each other series already outstanding as may be declared from time to time by the Board in the following respects: (i) the rate of dividend; (ii) the amount per share, if any, which the Preferred Stock shall be entitled to receive upon redemption, liquidation, distribution or sale of assets, dissolution or winding up of the Company; (iii) terms and conditions of conversion, if any; and (iv) terms of sinking fund, redemption or purchase account, if any. As of December 31, 1995, the Company had three series of Par Value Preferred Stock outstanding, the 4 1/2% Series (138,576 shares outstanding), the 4 1/4% Series (60,000 shares outstanding) and the 5% Series (50,000 shares outstanding), and no shares of No Par Value Preferred Stock were outstanding.

The Preferred Stock has special voting rights which are triggered when dividends on the stock are in default in an amount equal to four or more quarterly dividends, whether or not consecutive. If dividends are not paid for four or more dividend periods on all series of Preferred Stock then outstanding, the holders of the Preferred Stock are entitled to elect the smallest number of directors necessary to constitute a majority of the full Board until such unpaid dividends shall be paid. In addition, the Company may not, without the consent of the holders of at least two-thirds of the Preferred Stock then outstanding, voting as a class, (i) define or specify preferences, qualifications, limitations or other rights for authorized but unissued shares of Preferred Stock superior to those of outstanding shares of such stock (except for differences described in items (i) through (iv) in the previous paragraph) or amend, alter, change or repeal any of the express terms or provisions of the then outstanding Preferred Stock in a manner substantially prejudicial to the holders thereof, or (ii) issue or sell any Preferred Stock or any class of stock ranking prior to or on a parity with the Preferred Stock other than in exchange for or for the purpose of effecting the retirement of not less than a like number of shares of Preferred Stock or shares of stock ranking prior to or on a

parity therewith or securities convertible into not less than a like number of such shares unless (a) aggregate capital applicable to Common Stock and Preference Stock plus surplus equals the involuntary liquidation preference of all Preferred Stock and any such other stock ranking prior thereto or on a parity therewith and (b) the Company's net earnings (as defined) for a period of 12 consecutive calendar months within the 15 calendar months preceding the date of issuance, available for the payment of dividends, shall be at least two times the annual dividend requirements on the Preferred Stock and on any such other stock ranking prior thereto or on a parity therewith after giving effect to the proposed issuance, and the net earnings (as defined), for the same period, available for payment of interest shall be at least one and one-half times the sum of annual interest requirements and dividend requirements on Preferred Stock and such other stock ranking prior thereto or on a parity therewith after giving effect to the proposed issuance.

The Restated Articles of Incorporation of the Company also provide that without the consent of the holders of at least a majority of the Preferred Stock then outstanding, voting as a class, or if more than one-third shall vote negatively, the Company shall not: (i) merge or consolidate with or into any other corporation; (ii) sell, lease or exchange all or substantially all of its property or assets unless the fair value of the net assets of the Company after completion of such transaction shall at least equal the liquidation value of all outstanding shares of Preferred Stock; or (iii) reacquire or pay any dividends or make any other distribution upon shares of the Preference Stock or the Common Stock or any other class of the stock of the Company over which the Preferred Stock has preference with respect to the payment of dividends or the distribution of assets, unless after any such action the sum of (a) the capital of the Company represented by the outstanding Preference Stock, Common Stock or other stock over which the Preferred Stock has preference, (b) the Company's earned surplus, and (c) any capital surplus of the Company, shall not be less than the sum of \$10,500,000 plus an amount equal to twice the annual dividend requirement on all outstanding shares of the Preferred Stock and on any such other stock ranking prior thereto or on a parity therewith.

For consideration at the Company's 1996 Annual Shareholders' Meeting is a proposal to amend the Company's Restated Articles of Incorporation by removing certain voting rights of the holders of Preferred Stock relating to the issuance of unsecured indebtedness. The Company's Restated Articles of Incorporation currently provides that so long as any shares of Preferred Stock are outstanding, the Company shall not, without the consent of the holders of a majority of the Preferred Stock then outstanding, voting together as a class, or if more than one-third of such shares vote negatively, issue or assume any unsecured indebtedness (except for refunding outstanding unsecured securities or redeeming or retiring shares of outstanding Preferred Stock) unless, immediately after such issuance or assumption, the total principal amount of all outstanding unsecured indebtedness would not exceed 15% of the total principal amount of all secured indebtedness, issued or assumed by the Company, then to be outstanding, plus capital and surplus of the Company. The proposed amendment would eliminate such limitation on the Company's issuance of unsecured debt.

PREFERENCE STOCK

The Company is authorized to issue 4,000,000 shares of Preference Stock, which may be issued from time to time in one or more series, each such series to have such distinctive designation or title as may be fixed by the Board prior to the issuance of any shares thereof. Each series may differ from each other series already outstanding, as may be declared from time to time by the Board, in the following respects: (i) the rate of dividend; (ii) whether shares of Preference Stock are subject to redemption, and if so, the amount or amounts per share which the shares of such series would be entitled to receive in case of redemption, and the terms on which such shares may be redeemed; (iii) the amounts payable in the case of the liquidation, distribution or sale of assets, dissolution or winding up of the Company; (iv) terms and conditions of conversion, if any; (v) terms of sinking fund, redemption or purchase account, if any; and (vi) any designations, preferences and relative participating, optional or other special rights and qualifications, limitations or restrictions thereof. As of December 31, 1995, the Company had two series of Preference Stock outstanding: the 7.58% Series, of which 500,000 shares were outstanding; and the 8.50% Series, of which 1,000,000 shares were outstanding.

The Preference Stock has voting rights which are triggered when dividends on the stock are in default in an amount equal to six or more quarterly dividends, whether or not consecutive. If dividends are not paid for six or more dividend periods, the holders of the Preference Stock are entitled to elect two directors to the Board until such unpaid dividends shall be paid. In addition, the Company may not, without the consent of the holders of at least two-thirds of the Preference Stock then outstanding, voting as a class, (i) amend, alter, change or repeal any of the express terms and conditions of the then outstanding Preference Stock in a manner substantially prejudicial to the holders thereof, or (ii) create any class of stock ranking prior to the Preference Stock as to dividends or upon liquidation, or securities convertible into shares ranking prior to the Preferred Stock in such respects; provided, no such consent shall be required with respect to the taking of any such action relating to the Preferred Stock.

TRANSFER AGENTS AND REGISTRARS

The Transfer Agents for the Common Stock are Western Resources, Inc., Topeka, Kansas, and Continental Stock Transfer and Trust Company, New York, New York. The Registrars for the Common Stock are Western Resources, Inc., Topeka, Kansas, and Continental Stock Transfer and Trust Company, New York, New York.

ANTI-TAKEOVER CONSIDERATIONS

Article XVII of the Company's Restated Articles of Incorporation requires the affirmative vote of the holders of not less than 80% of the outstanding shares of Common and Preferred Stock entitled to vote and the affirmative vote of the holders of not less than a majority of the outstanding shares of stock entitled to vote held by any stockholders other than any stockholder, together with its affiliates and associates, which becomes the beneficial owner of 10% or more of the outstanding shares entitled to vote (an "Interested Stockholder"), to approve or authorize certain "Business Combinations" (including any merger, consolidation, self-dealing transaction, recapitalization or reclassification or issuance of stock) with an Interested Stockholder. This Article does not apply to any Business Combination with an Interested Stockholder (i) that has been approved by a majority of the directors of the Company who were members of the Board immediately prior to the time an Interested Stockholder involved in a Business Combination became an Interested Stockholder, or (ii) in which the cash or fair market value of the consideration offered in such Business Combination is not less than the highest price per share paid by the Interested Stockholder in acquiring any of its holdings of each class of the Company's stock.

The Preferred Stock is also entitled to supermajority voting rights with respect to certain mergers, consolidations, sales, leases or exchanges of all or substantially all of the assets of the Company, issuance or assumption of unsecured indebtedness or distributions of dividends or assets to stockholders. See "Description of Capital Stock -- Preferred Stock".

The Company's Restated Articles of Incorporation provide for a classified board of directors consisting of not less than seven nor more than fifteen directors. The directors are divided into three classes as nearly equal in number as may be. Voting for directors is on a cumulative basis, and directors are elected to serve a term of three years. Under the By-laws, directors may be removed only for cause as set forth therein. Provisions in the By-laws relating to the classified board of directors and removal of directors may only be amended, altered or repealed by the affirmative vote of at least 80% of the outstanding shares entitled to vote in any election.

PLAN OF DISTRIBUTION

The Company may sell the Common Stock in any of the following ways: (i) through underwriters or dealers; (ii) directly to one or more purchasers; or (iii) through agents. The applicable Prospectus Supplement will set forth the terms of the offering of any of the Common Stock, including the names of any underwriters or agents, the purchase price of such Common Stock and the proceeds to the Company from such sale, any underwriting discounts and other items constituting underwriters' compensation, any initial public offering price, any discounts or

concessions allowed or reallocated or paid to dealers and any securities exchanges on which such Common Stock may be listed.

If underwriters are used in the sale, the Common Stock will be acquired by the underwriters for their own account and may be resold from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. Such Common Stock may be offered to the public either through underwriting syndicates represented by managing underwriters or by underwriters without a syndicate. Unless otherwise set forth in the applicable Prospectus Supplement, the obligations of the underwriters to purchase such Common Stock will be subject to certain conditions precedent, and the underwriters will be obligated to purchase all of such Common Stock if any of such Common Stock is purchased. Any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers may be changed from time to time. Only underwriters named in a Prospectus Supplement are deemed to be underwriters in connection with the Common Stock offered thereby.

The Common Stock may also be sold directly by the Company or through agents designated by the Company from time to time. Any agent involved in the offer or sale of the Common Stock will be named, and any commissions payable by the Company to such agent will be set forth in the applicable Prospectus Supplement. Unless otherwise indicated in the applicable Prospectus Supplement, any such agent will act on a best efforts basis for the period of its appointment.

If so indicated in a Prospectus Supplement with respect to the Common Stock, the Company will authorize agents, underwriters or dealers to solicit offers by certain institutions to purchase such Common Stock from the Company at the public offering price set forth in the Prospectus Supplement pursuant to Delayed Delivery Contracts ("Contracts") providing for payment and delivery on the date or dates stated in the Prospectus Supplement. Each Contract will be for an amount not less than the respective amounts stated in the Prospectus Supplement. Institutions with whom the Contracts, when authorized, may be made include commercial and savings banks, insurance companies, pension funds, investment companies, educational and charitable institutions, and other institutions, but will in all cases be subject to the approval of the Company. The Contracts will not be subject to any conditions except (i) the purchase by an institution of the Common Stock covered by its Contract shall not at the time of delivery be prohibited under the laws of any jurisdiction in the United States to which such institution is subject, and (ii) if the Common Stock is being sold to underwriters, the Company shall have sold to such underwriters the amount of Common Stock less the number of shares covered by the Contracts. The underwriters will not have any responsibility in respect of the validity or performance of the Contracts.

If dealers are utilized in the sale of any Common Stock, the Company will sell such Common Stock to the dealers, as principals. Any dealer may then resell such Common Stock to the public at varying prices to be determined by such dealer at the time of resale. The name of any dealer and the terms of the transaction will be set forth in the Prospectus Supplement with respect to the Common Stock being offered thereby.

Any underwriters, dealers or agents participating in the distribution of the Common Stock may be deemed to be underwriters and any discounts or commissions received by them on the sale or resale of the Common Stock may be deemed to be underwriting discounts and commissions under the Securities Act of 1933 (the "Securities Act"). Agents and underwriters may be entitled under agreements entered into with the Company to indemnification by the Company against certain liabilities, including liabilities under the Securities Act, or to contribution with respect to payments that the agents or underwriters may be required to make in respect thereof. Agents and underwriters may be customers of, engaged in transactions with, or perform services for, the Company or its affiliates in the ordinary course of business.

LEGAL OPINIONS

The statements as to matters of law and legal conclusions set forth in this Prospectus and in the documents incorporated by reference herein have been reviewed by John K. Rosenberg, Esq., Executive Vice President and General Counsel of the Company, and are set forth or incorporated by reference herein in reliance upon the opinion of Mr. Rosenberg. At December 31, 1995, Mr. Rosenberg owned directly and/or beneficially 2,900 shares of Common Stock and had been granted pursuant to and subject to the terms of the Company's Long-Term Incentive Program 999 performance shares.

Certain legal matters in connection with the Common Stock will be passed upon by John K. Rosenberg, Esq., Executive Vice President and General Counsel of the Company, and by Cahill Gordon & Reindel, a partnership including a professional corporation, counsel for the Company. Cahill Gordon & Reindel will not pass upon the incorporation of the Company and will rely upon the opinion of John K. Rosenberg, Esq. as to matters of Kansas law.

EXPERTS

The financial statements and schedules included in or incorporated by reference in Western Resources' 1995 Annual Report on Form 10-K have been audited by Arthur Andersen LLP, independent public accountants, as set forth in their reports. Since 1993, Arthur Andersen LLP has audited both the Company and KGE. The financial statements and supporting schedules referred to above have been incorporated herein in reliance upon the authority of Arthur Andersen LLP as experts in giving said reports.

NO DEALER, SALESMAN, OR ANY OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS, INCLUDING ANY PROSPECTUS SUPPLEMENT IN CONNECTION WITH THE OFFER OF THE COMMON STOCK, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY OR ANY UNDERWRITER, DEALER, OR AGENT. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER BY THE COMPANY OR BY ANY UNDERWRITER, DEALER OR AGENT TO SELL SECURITIES IN ANY STATE TO ANY PERSON TO WHOM IT IS UNLAWFUL FOR THE COMPANY OR ANY UNDERWRITER, DEALER OR AGENT TO MAKE SUCH OFFER IN SUCH STATE. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF.

WESTERN RESOURCES, INC.

11,175,000 SHARES

COMMON STOCK

(PAR VALUE \$5.00 PER SHARE)

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PROSPECTUS

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

An estimate of expenses, other than underwriting discount, follows:

Securities and Exchange Commission registration fee.....	\$103,665.52
New York Stock Exchange listing fee.....	39,100.00
Printing.....	150,000.00
Legal fees and expenses.....	60,000.00
Accountants' fees and expenses.....	20,000.00
Blue sky expenses.....	5,000.00
Transfer agent fees.....	5,000.00
Miscellaneous expenses	27,234.48

Total	\$410,000.00*
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* All expenses, except the Securities and Exchange Commission registration fee, are estimated.

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Article XVIII of the Registrant's Restated Articles of Incorporation, as amended, provides that a director of the Registrant shall not be personally liable to the Registrant or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for paying a dividend or approving a stock repurchase in violation of the Kansas General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. This provision is specifically authorized by Section 17-6002(b)(8) of the Kansas General Corporation Law.

Section 17-6305 of the Kansas General Corporation Law (the "Indemnification Statute") provides for indemnification by a corporation of its corporate officers, directors, employees and agents. The Indemnification Statute provides that a corporation may indemnify such persons who have been, are, or may become a party to an action, suit or proceeding due to his or her status as a director, officer, employee or agent of the corporation. Further, the Indemnification Statute grants authority to a corporation to implement its own broader indemnification policy. Article XVIII of the Registrant's Restated Articles of Incorporation, as amended, requires the Registrant to indemnify its directors and officers to the fullest extent provided by Kansas law. Further, as is provided for in Article XVIII, the Registrant has entered into indemnification agreements with its directors, which provide indemnification broader than that available under Article XVIII and the Indemnification Statute.

The form of Standard Purchase Agreement filed as Exhibit 1 to the Registration Statement includes provisions requiring underwriters to indemnify the Registrant and its directors and officers who signed this Registration Statement, and its controlling persons, against certain civil liabilities, including liabilities under the Securities Act of 1933, in certain circumstances.

ITEM 16. EXHIBITS.

The Exhibits to this Registration Statement are listed in the Exhibit Index on Page E-1 of this Registration Statement, which Index is incorporated herein by reference.

ITEM 17. UNDERTAKINGS.

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. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of Prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective 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;

(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.

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

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 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.

II-3

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, Western Resources, Inc., the Registrant, certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Topeka, State of Kansas on the 28th day of March, 1996.

WESTERN RESOURCES, INC.
(Registrant)

By /s/JOHN E. HAYES, JR.

John E. Hayes, Jr.
Chairman of the Board and
Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature -----	Title -----	Date ----
/s/JOHN E. HAYES, JR. ----- John E. Hayes, Jr.	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	March 28, 1996
/s/STEVEN L. KITCHEN ----- Steven L. Kitchen	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	March 28, 1996
/s/FRANK J. BECKER ----- Frank J. Becker	Director	March 28, 1996
/s/GENE A. BUDIG ----- Gene A. Budig	Director	March 28, 1996
/s/C. Q. CHANDLER ----- C. Q. Chandler	Director	March 28, 1996

/s/THOMAS R. CLEVINGER ----- Thomas R. Clevenger	Director	March 28, 1996
/s/JOHN C. DICUS ----- John C. Dicus	Director	March 28, 1996
/s/DAVID H. HUGHES ----- David H. Hughes	Director	March 28, 1996
/s/RUSSELL W. MEYER, JR. ----- Russell W. Meyer, Jr.	Director	March 28, 1996
/s/JOHN H. ROBINSON ----- John H. Robinson	Director	March 28, 1996
/s/LOUIS W. SMITH ----- Louis W. Smith	Director	March 28, 1996
/s/SUSAN M. STANTON ----- Susan M. Stanton	Director	March 28, 1996
/s/KENNETH J. WAGNON ----- Kenneth J. Wagnon	Director	March 28, 1996
/s/DAVID C. WITTIG ----- David C. Wittig	Director	March 28, 1996

INDEX TO EXHIBITS

Exhibit Number	Exhibit	Sequentially Numbered Page
1	-- Form of Standard Purchase Agreement (1)	
4(a)	-- Restated Articles of Incorporation of the Company, as amended May 25, 1988 (2)	
4(b)	-- Certificate of Correction to Restated Articles of Incorporation (2)	
4(c)	-- Amendment to the Restated Articles of Incorporation, as amended May 5, 1992 (2)	
4(d)	-- Amendments to the Restated Articles of Incorporation of the Company (2)	
4(e)	-- By-laws of the Company (2)	
5	-- Opinion of John K. Rosenberg, Esq. (1)	
23(a)	-- Consent of John K. Rosenberg, Esq. (contained in Exhibit 5) (1)	
23(b)	-- Consent of Arthur Andersen LLP (1)	

(1) Filed herewith.

(2) Incorporated by reference to exhibits previously filed with the SEC as follows:

Exhibit Number In this Registration Statement	Former Exhibit Reference	File Reference
-----	-----	-----
4(a)	4	33-23022*
4(b)	3(b)	Form 10-K Year Ended December 31, 1991**
4(c)		Filed electronically
4(d)	3	Form 10-Q Quarter Ended June 15, 1994**
4(e)	3(e)	Form 10-K Year Ended December 31, 1995**

(*) Registration Statements under the Securities Act of 1933.

(**) File No. 1-3523 under the Securities Exchange Act of 1934.

WESTERN RESOURCES, INC.
COMMON STOCK
(PAR VALUE \$5.00 PER SHARE)
STANDARD PURCHASE PROVISIONS
INCLUDING
FORM OF PURCHASE AGREEMENT

WESTERN RESOURCES, INC.
STANDARD PURCHASE PROVISIONS

From time to time, Western Resources, Inc., a corporation organized and existing under the laws of the State of Kansas (the "Company") may enter into purchase agreements that provide for the sale of designated securities to the purchaser or purchasers named therein. The standard provisions set forth herein may be incorporated by reference in any such purchase agreement (the "Purchase Agreement"). The Purchase Agreement, including the provisions incorporated therein by reference, is herein sometimes referred to as "this Agreement." The term "Common Stock" shall mean the Common Stock, par value \$5.00 per share, of the Company to be sold by the Company pursuant to the applicable Purchase Agreement. Unless otherwise defined herein, terms defined in the Purchase Agreement are used herein as therein defined.

The Company has filed ("filing" as used herein shall be deemed to include electronic filings pursuant to the EDGAR program), in accordance with the provisions of the Securities Act of 1933, as amended, and the rules and regulations of the Securities and Exchange Commission thereunder (collectively called the "Act"), with the Securities and Exchange Commission (the "Commission"), a registration statement on Form S-3 (including a prospectus), relating to the Common Stock, which pursuant to Item 12 of Form S-3 incorporates by reference documents which the Company has filed in accordance with the provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (collectively called the "Exchange Act"). Such registration statement has been declared effective by the Commission. Promptly upon the execution of this Agreement, the Company will prepare a prospectus supplement relating to the Common Stock (the "Prospectus Supplement"). The Company has furnished to you, for use by the Purchasers (as defined herein) and dealers if the Common Stock is to be sold to the public, copies of one or more preliminary prospectuses and the documents so incorporated therein (each thereof, including the documents so incorporated therein, is herein called the "Preliminary Prospectus"). The terms Registration Statement and Prospectus shall have the meanings ascribed to them in the Purchase Agreement.

1. INTRODUCTORY. The Company proposes to issue and sell from time to time Common Stock registered under the Registration Statement. The Common Stock referred to in Section A of the Purchase Agreement is hereinafter referred to as the "Firm Common Stock." The Purchase Agreement may provide for an additional number of shares of Common Stock (the "Additional Common Stock") which the purchasers may purchase on the terms and conditions set forth in the Agreement for the sole purpose of covering over-allotments. The Firm Common Stock and the Additional Common Stock, if any, are referred to as the "Purchased Common Stock." The firm or firms, as the case may be, which agree to purchase any of the Purchased Common Stock are hereinafter referred to as the "Purchasers" of such Purchased Common Stock. The terms "you" and "your" refer to those Purchasers who sign the Purchase Agreement either on behalf of themselves only or on behalf of themselves and as representatives of the several Purchasers named in Schedule A thereto, as the case may be. Purchased Common Stock to be purchased by Purchasers is herein referred to as "Purchasers' Common Stock," and any Purchased Common Stock to be purchased pursuant to Delayed Delivery Contracts (as defined below) as hereinafter provided is herein referred to as "Contract Common Stock."

2. DELIVERY AND PAYMENT. The Company will deliver the Firm Common Stock to you for the accounts of the Purchasers at the place specified in the Purchase Agreement, against payment of the purchase price by certified or bank cashier's check in same day or New York Clearing House funds (as agreed to by the parties and specified in the Purchase Agreement) drawn to the order of the Company, at the time set forth in this Agreement or at such other time not later than seven full business days thereafter as you and the Company determine, such time being herein referred to as the "Closing Date." Unless otherwise provided for in the Purchase Agreement, the Firm Common Stock so to be delivered will be in definitive fully registered form registered in such authorized

denominations and in such names as you request in writing not later than 10:00 A.M.,* on the third business day prior to the Closing Date, or, if no such request is received, in the names of the respective Purchasers in the amounts agreed to be purchased by them pursuant to this Agreement. For the purpose of expediting the checking of the Firm Common Stock, the Company agrees to make the Firm Common Stock available to you (at the place specified in the Purchase Agreement) in definitive form not later than 10:00 A.M. on the first business day preceding the Closing Date.**

If there is any Additional Common Stock, the Purchasers shall also have the option to purchase, severally and not jointly, from the Company, ratably in accordance with the number of shares of Firm Common Stock to be purchased by each of them (subject to such adjustment as you shall determine to avoid fractional shares), all or a portion of the Additional Common Stock, if any, as may be necessary to cover over-allotments made in connection with the offering of the Firm Common Stock, at the same purchase price per share to be paid by the Purchasers to the Company for the firm Common Stock, all subject to the terms and conditions set forth in this Agreement. This option may be exercised at any time (but not more than once) on or before the thirtieth day following the date hereof, by your written notice to the Company. Such notice shall set forth the aggregate number of shares of Additional Common Stock as to which the option is being exercised, and the date and time when the Additional Common Stock is to be delivered (such date and time being herein referred to as the "Additional Closing Date"); provided, however, that the Additional Closing Date shall not be earlier than the Closing Date nor earlier than the third business day after the date on which the option shall have been exercised nor later than the eighth business day after the date on which the option shall have been exercised. The number of shares of Additional Common Stock to be sold to each Purchaser shall be the number which bears the same proportion to the aggregate number of shares of Additional Common Stock being purchased as the number of shares of Firm Common Stock set forth opposite the name of such Purchaser on Schedule A to the Purchase Agreement bears to the total number of shares of Firm Common Stock (subject, in each case, to such adjustment as you may determine to eliminate fractional shares).

Payment of the purchase price for the Additional Common Stock, if any, shall be made on the Additional Closing Date in the same manner and at the same office as the payment for the Firm Common Stock. The Company agrees to make available to you for inspection and packaging at the place set forth in the Purchase Agreement, at least one full business day prior to the Additional Closing Date, the Additional Common Stock so to be delivered in good delivery form and in such denominations and registered in such names as you shall have requested, all such requests to have been made in writing at least three full business days prior to the Additional Closing Date, or if no such request is made, registered in the names of the several Purchasers as set forth in Schedule A to the Purchase Agreement.

The obligation of the Purchasers to purchase the Additional Common Stock shall be conditioned upon receipt of the certificate pursuant to Section 4 hereto and such other supplemented opinions, certificates and letters as you may reasonably request.

If any Purchase Agreement provides for sales of Firm Common Stock pursuant to delayed delivery contracts, the Company authorizes the Purchasers to solicit offers to purchase Contract Common Stock pursuant to delayed delivery contracts substantially in the form of Schedule I attached hereto (the Delayed Delivery Contracts) with such changes therein as the Company may approve. Delayed Delivery Contracts are to be with institutional investors, including commercial and savings banks, insurance companies, pension funds, investment companies, and educational and charitable institutions. On the Closing Date, the Company will pay you as compensation, for the accounts of the Purchasers, the compensation set forth in such Purchase Agreement in respect of the number of

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* Times mentioned herein are New York City Time.

** As used herein, "business day" shall mean a day on which the New York Stock Exchange is open for trading.

shares of Contract Common Stock. The Purchasers will not have any responsibility in respect of the validity or the performance of Delayed Delivery Contracts. If the Company executes and delivers Delayed Delivery Contracts, the Contract Common Stock shall be deducted from the Firm Common Stock to be purchased by the several Purchasers and the aggregate number of shares of Firm Common Stock to be purchased by each Purchaser shall be reduced pro rata in proportion to the number of shares of Firm Common Stock set forth opposite each Purchaser's name in such Purchase Agreement, except to the extent that you determine that such reduction shall be otherwise allocated and so advise the Company.

3. CERTAIN COVENANTS OF THE COMPANY. The Company agrees:

(a) As soon as possible after the execution and delivery of this Agreement to file, or mail for filing, the Prospectus with the Commission pursuant to its Rule 424 under the Act and, if and when required at any time after such execution and delivery, to file amendments to the applications the Company has previously filed with any state regulatory agencies having jurisdiction to govern the Company's issuance of its securities setting forth, among other things, the necessary information with respect to the price and terms of offering of the Purchased Common Stock;

(b) To file no amendment or supplement to the Registration Statement or Prospectus subsequent to the execution of this Agreement to which you object in writing unless, in the opinion of counsel to the Company, such filing is required by law;

(c) If the Purchased Common Stock is to be sold to the public, to furnish such proper information as may be required and otherwise to cooperate in qualifying the Purchased Common Stock for sale under the laws of such jurisdictions as you may designate and in determining their eligibility for investment under the laws of such jurisdictions; provided that the Company shall not hereby be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction;

(d) If the Purchased Common Stock is to be sold to the public, to the extent not previously furnished to you, to furnish to you two signed copies of the Registration Statement, as initially filed with the Commission, of all amendments thereto, and of all documents incorporated by reference therein (including all exhibits filed therewith, other than exhibits which have previously been furnished to you and exhibits incorporated by reference in such documents), and to furnish to you sufficient unsigned copies of the foregoing (other than exhibits) for distribution of a copy to you and to each of the other Purchasers (if any);

(e) If the Purchased Common Stock is to be sold to the public, to deliver to the Purchasers without charge as soon as practicable after the execution and delivery of this Agreement and thereafter from time to time to furnish to the Purchasers, without charge, as many copies of the Prospectus in final form and any documents incorporated by reference therein at or after the date thereof (and of the Registration Statement as amended or supplemented, if the Company shall have made any amendment or supplement after the effective date of the Registration Statement) as you or the respective Purchasers may reasonably request for the purposes contemplated by the Act;

(f) To advise you promptly (confirming such advice in writing) of any official request made by the Commission for amendments to the Registration Statement or Prospectus or for additional information with respect thereto, or of official notice of institution of proceedings for, or the entry of, a stop order suspending the effectiveness of the Registration Statement and, if such a stop order should be entered by the

Commission, to make every reasonable effort to obtain the lifting or removal thereof as soon as possible, or of the suspension of qualification of the Purchased Common Stock for offering or sale in any jurisdiction or of the initiation or threatening of any proceeding for any such purpose;

(g) In the event the Purchased Common Stock is to be sold to the public, to advise the Purchasers of the happening of any event known to the Company within the time during which a prospectus relating to the Purchased Common Stock is required to be delivered under the Act which, in the judgment of the Company, would require the making of any change in the Prospectus or any amended or supplemented Prospectus or in the information incorporated by reference therein so that as thereafter delivered to purchasers such Prospectus will not include an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and on request to prepare and furnish to the Purchasers and to dealers and other persons designated by you such amendments or supplements (including appropriate filings under the Exchange Act) to the Prospectus as may be necessary to reflect any such change, provided that the Company shall be so obligated only so long as the Company is notified of unsold allotments (failure by the Purchasers to so notify the Company cancels the Company's obligation under this Section 3(g));

(h) As soon as practicable, to make generally available to its security holders an earnings statement (as contemplated by Rule 158 under the Act) covering a period of twelve months after the effective date (as the term "effective date" is defined in Rule 158) of the Registration Statement;

(i) To pay the reasonable fees and expenses of counsel for the Purchasers, and to reimburse the Purchasers for their reasonable out-of-pocket expenses incurred in contemplation of the performance of this Agreement, in the event that the Purchasers' Common Stock is not delivered to and taken up and paid for by the Purchasers hereunder for any reason whatsoever except the failure or refusal of any Purchaser to take up and pay for Purchasers' Common Stock for some reason not permitted by the terms of this Agreement, the Purchasers agreeing to pay the fees and expenses of counsel for the Purchasers in any other event;

(j) To pay all expenses, fees and taxes (other than transfer taxes and fees and disbursements of counsel for the Purchasers except as set forth under 3(i) above or (iv) below) in connection with (i) the preparation and filing of the Registration Statement, each Preliminary Prospectus and the Prospectus, any documents incorporated by reference therein at or after the date thereof and any amendments or supplements thereto, and the printing and furnishing of copies of each thereof to the Purchasers and to dealers, (ii) the issue, sale and delivery of the Purchased Common Stock, (iii) the printing and reproduction of this Agreement and the opinions and letters referred to in Section 4(a) hereof, (iv) the qualification of the Purchased Common Stock for sale and determination of their eligibility for investment under state laws as aforesaid, including the legal fees (not to exceed \$3,000) and all filing fees and disbursements of counsel for the Purchasers and all other filing fees, and the printing and furnishing of copies of the "Blue Sky Survey" to the Purchasers and to dealers and (v) the performance of the Company's other obligations hereunder; and

(k) To furnish to the Purchasers, at or before the time of filing with the Commission subsequent to the effective date of the Registration Statement and prior to

the termination of the distribution of the Purchased Common Stock if it is sold to the public, a copy of any document proposed to be filed pursuant to Section 13(a), 13(d), 14 or 15(d) of the Exchange Act.

4. CONDITIONS OF PURCHASERS' OBLIGATIONS WITH RESPECT TO THE FIRM COMMON STOCK AND THE ADDITIONAL COMMON STOCK. The several obligations of the Purchasers hereunder are subject to the following conditions:

(a) That, on the Closing Date with respect to the Firm Common Stock, you shall receive the signed opinions of John K. Rosenberg, Esq., Executive Vice President and General Counsel of the Company; Cahill Gordon & Reindel, counsel for the Company; and counsel for the Purchasers, substantially in the forms heretofore furnished to you, addressed to the Purchasers (with reproduced or conformed copies thereof for each of the other Purchasers); and that, if the Firm Common Stock is to be sold to the public at the time of purchase, you shall receive the signed letter of Arthur Andersen & Co., independent public accountants of the Company, substantially in the forms heretofore furnished to you and in substance satisfactory to you addressed to the Purchasers (with reproduced or conformed copies thereof for each of the other Purchasers);

(b) That all orders, approvals or consents of state or federal regulatory commissions necessary to permit the issue, sale and delivery of the Firm Common Stock or the Additional Common Stock, as the case may be, shall have been issued; on the Closing Date, such orders shall be in full force and effect; and prior to the Closing Date or the Additional Closing Date, as the case may be, no stop order with respect to the effectiveness of the Registration Statement shall have been issued under the Act by the Commission and on the Closing Date no proceedings therefor shall be pending or threatened;

(c) That, at the time the Registration Statement became effective, the Registration Statement did not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and that the Prospectus at its issue date and at the time of purchase shall not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, other than any statement contained in, or any matter omitted from, the Registration Statement or the Prospectus in reliance upon, and in conformity with, information furnished in writing by or on behalf of any Purchaser through you to the Company expressly for use with reference to such Purchaser in the Registration Statement or Prospectus;

(d) That, subsequent to the respective dates as of which information is given in the Registration Statement and in the Prospectus, at the time the Prospectus is first filed, or mailed for filing, pursuant to Rule 424 under the Act, and prior to the Closing Date, in your opinion no material adverse change in the condition of the Company, financial or otherwise, shall have taken place (other than as referred to in or contemplated by the Registration Statement and Prospectus as of such time) which in the reasonable judgment of the Purchasers, is sufficiently material and adverse so as to render it impractical or inadvisable to offer or deliver the Firm Common Stock on the terms and in the manner contemplated in the Prospectus;

(e) That the Company shall have performed all of its obligations under this Agreement which are to be performed by the terms hereof at or before the Closing Date or the Additional Closing Date, as the case may be;

(f) That the Company shall, on the Closing Date, deliver to you (with reproduced or conformed copies thereof for each of the other Purchasers) a signed certificate of two of its executive officers stating that, subsequent to the respective dates as of which information is given in the Registration Statement and in the Prospectus, at the time the Prospectus is first filed, or mailed for filing, pursuant to Rule 424 under the Act, and prior to the Closing Date, with respect to the Firm Common Stock, or the Additional Closing Date, with respect to the Additional Common Stock, no material adverse change in the condition of the Company, financial or otherwise, shall have taken place (other than as referred to in or contemplated by the Registration Statement and Prospectus as of such time) and also covering the matters set forth in (c) and (e) of this Section 4;

(g) That the Company shall have accepted Delayed Delivery Contracts in any case where sales of Contract Common Stock arranged by the Purchasers have been approved by the Company.

5. TERMINATION OF AGREEMENT. The obligations of the several Purchasers hereunder shall be subject to termination in your absolute discretion, if, at any time prior to the Closing Date, with respect to the Firm Common Stock, or the Additional Closing Date, with respect to the Additional Common Stock, trading in securities on the New York Stock Exchange shall have been suspended (other than a temporary suspension to provide for an orderly market) or minimum prices shall have been established on the New York Stock Exchange, or if a banking moratorium shall have been declared either by the United States or New York State authorities, or if the United States shall have declared war in accordance with its constitutional processes or there shall have occurred any outbreak or material escalation of hostilities or other national or international calamity or crisis of such magnitude in its effect on the financial markets of the United States as, in your reasonable judgment, to make it impracticable to market the Purchased Common Stock.

If you elect to terminate this Agreement as provided in this Section 5, the Company and each other Purchaser shall be notified promptly in writing or by telephone, confirmed in writing.

If the sale to the Purchasers of the Purchasers' Common Stock, as herein contemplated, is not carried out by the Purchasers for any reason permitted hereunder or if such sale is not carried out because the Company shall be unable to comply with any of the terms thereof, the Company shall not be under any obligation or liability under this Agreement (except to the extent provided in Sections 3(i), 3(j), 7(b) and 9 hereof), and the Purchasers shall be under no obligation or liability to the Company (except to the extent provided in Sections 8(b) and 9 hereof) or to one another under this Agreement.

6. INCREASE IN PURCHASERS' COMMITMENTS: If any Purchaser shall default in its obligation to take up and pay for the Firm Common Stock or Additional Common Stock, as the case may be, to be purchased by it hereunder and if the number of shares of the Firm Common Stock or Additional Common Stock, as the case may be, which all Purchasers so defaulting shall have so failed to take up and pay for does not exceed 10% of the total number of shares of the Firm Common Stock or Additional Common Stock, as the case may be, the non-defaulting Purchasers shall take up and pay for (in addition to the number of shares of the Firm Common Stock or Additional Common Stock, as the case may be, they are obligated to purchase pursuant to this Agreement) the number of shares of the Firm Common Stock or Additional Common Stock, as the case may be, agreed to be purchased by all such defaulting Purchasers, as herein provided. Such Firm Common Stock or Additional Common Stock, as the case may be, shall be taken up and paid for by such non-defaulting Purchaser or Purchasers in such

amount or amounts as you may designate with the consent of each Purchaser so designated or, in the event no such designation is made, such Firm Common Stock or Additional Common Stock, as the case may be, shall be taken up and paid for by all non-defaulting Purchasers pro rata in proportion to the number of shares of the Firm Common Stock or Additional Common Stock, as the case may be, set opposite the names of all such non-defaulting Purchasers in Schedule A to the Purchase Agreement.

Without relieving any defaulting Purchaser of its obligations hereunder, the Company agrees with the non-defaulting Purchasers that it will not sell any Firm Common Stock or Additional Common Stock, as the case may be, hereunder unless all of the Firm Common Stock or Additional Common Stock, as the case may be, is purchased by the Purchasers (or by substituted Purchasers selected by you with the approval of the Company or selected by the Company with your approval).

If a new Purchaser or Purchasers are substituted by the Purchasers or by the Company for a defaulting Purchaser or Purchasers in accordance with the foregoing provision, the Company or you will have the right to postpone the Closing Date for a period of not exceeding five business days in order that necessary changes in the Registration Statement and Prospectus and other documents may be effected.

The term Purchaser as used in this Agreement will refer to and include any purchaser substituted under this Section 6 with like effect as if such substituted Purchaser had originally been named in Schedule A to the Purchase Agreement.

7. WARRANTIES AND REPRESENTATIONS OF AND INDEMNITY BY THE COMPANY. (a) The Company warrants and represents that, when the Registration Statement became effective, the Registration Statement complied in all material respects, and, when the Prospectus is first filed, or mailed for filing, pursuant to Rule 424 under the Act, and at the time of purchase the Prospectus will comply in all material respects with the provisions of the Act, and that neither will contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; provided, however, that the Company makes no warranty or representation with respect to any statement contained in, or any matter omitted from, the Registration Statement or the Prospectus in reliance upon and in conformity with information furnished in writing by or on behalf of any Purchaser through you to the Company expressly for use with reference to the Purchaser in the Registration Statement or Prospectus. The Company also warrants and represents that the documents incorporated by reference in the Prospectus complied at the time they were filed in all material respects with the requirements of the Exchange Act and any additional documents deemed to be incorporated by reference in the Prospectus will, when they are filed with the Commission, comply in all material respects with the requirements of the Exchange Act, and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading.

(b) The Company agrees to indemnify and hold harmless each Purchaser, and any person who controls any Purchaser within the meaning of Section 15 of the Act or Section 20 of the Exchange Act, from and against any loss, expense, liability or claim which arises out of or is based upon any alleged untrue statement of a material fact in the Registration Statement, any prospectus contained in the Registration Statement at the time it became effective or the Prospectus, or any related preliminary prospectus, or arises out of or is based upon any alleged omission to state therein a material fact required to be stated therein or necessary to make the statements made therein not misleading. The foregoing shall not cover any such loss, expense, liability or claim, however, which arises out of or is based upon any alleged untrue statement of a material fact contained in, and in conformity with information furnished in writing by or on behalf of such Purchaser through you to the Company expressly for use with reference to the Purchaser in, any such documents or arises out of or is based upon any alleged omission to state a material fact in connection with such information required to be stated in any such documents or necessary to make such information not misleading.

If any action is brought against a Purchaser or controlling person in respect of which indemnity may be sought against the Company pursuant to the foregoing paragraph, such Purchaser shall promptly notify the Company in writing or by telephone, confirmed in writing, of the institution of such action and the Company shall assume the defense of such action, including the employment of counsel and payment of expenses; provided, however, that the failure so to notify the Company will not relieve it from any liability that it may have to such Purchaser under this Section 7(b) unless, and only to the extent that such failure results in the forfeiture of substantive rights or defenses by the Company. Such Purchaser or controlling person shall have the right to employ its or their own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of such Purchaser or such controlling person unless the employment of such counsel shall have been authorized in writing by the Company in connection with the defense of such action or the Company shall not have employed counsel to have charge of the defense of such action or such indemnified party or parties shall have reasonably concluded that there may be defenses available to it or them which are different from or additional to those available to the Company (in which case the Company shall not have the right to direct the defense of such action on behalf of the indemnified party or parties), in any of which events such fees and expenses of one counsel for all indemnified parties selected by such Purchaser shall be borne by the Company. Anything in this paragraph to the contrary notwithstanding, the Company shall not be liable for any settlement of any such claim or action effected without its written consent. The Company's indemnity agreement contained in this Section 7(b) and its warranties and representations contained in this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of any Purchaser or controlling person, and shall survive any termination of this Agreement or the issuance and delivery of the Purchased Common Stock.

The Company agrees promptly to notify the Purchasers of the commencement of any litigation or proceedings against the Company or any of its officers, directors or controlling persons in connection with the issue and sale of the Purchased Common Stock or with the Registration Statement or Prospectus.

8. WARRANTIES AND REPRESENTATIONS OF AND INDEMNITY BY PURCHASERS. (a) Each Purchaser warrants and represents that the information furnished in writing by or on behalf of such Purchaser through you to the Company expressly for use with reference to such Purchaser in the Registration Statement at the time it became effective or the Prospectus when the Prospectus is first filed, or mailed for filing, pursuant to Rule 424 under the Act, will not contain an untrue statement of a material fact and does not omit to state a material fact in connection with such information required to be stated in the Registration Statement or the Prospectus or necessary to make such information not misleading. Each Purchaser, in addition to other information furnished by such Purchaser or on its behalf through you to the Company in writing expressly for use with reference to such Purchaser in the Registration Statement and Prospectus, hereby furnishes to the Company in writing expressly for use with reference to such Purchaser the statements with respect to the terms of offering of the Purchased Common Stock by the Purchasers set forth on the cover page of the Prospectus and under "Underwriting" therein.

(b) Each Purchaser severally agrees to indemnify and hold harmless the Company, its directors and its officers from and against any loss, expense, liability or claim which arises out of or is based upon any alleged untrue statement of a material fact contained in, and in conformity with information furnished in writing by or on behalf of such Purchaser through you to the Company expressly for use with reference to such Purchaser in, the Registration Statement, any prospectus contained in the Registration Statement at the time it became effective or the Prospectus, or any related preliminary prospectus, or arises out of or is based upon any alleged omission to state a material fact in connection with such information required to be stated in such documents or necessary to make such information not misleading.

If any action is brought against the Company or any such person in respect of which indemnity may be sought against any Purchaser pursuant to the foregoing paragraph, the Company or such person shall promptly notify such Purchaser in writing or by telephone, confirmed in writing, of the institution of such action and such Purchaser shall assume the defense of such action, including the employment of counsel and payment of expenses; provided, however, that the failure so to notify such Purchaser will not relieve it from any liability that it may have to the Company under this Section 8(b) unless, and only to the extent that such failure results in the

forfeiture of substantive rights or defenses by such Purchaser. The Company or such person shall have the right to employ its or their own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of the Company or such person unless the employment of such counsel shall have been authorized in writing by such Purchaser in connection with the defense of such action or such Purchaser shall not have employed counsel to have charge of the defense of such action or such indemnified party or parties shall have reasonably concluded that there may be defenses available to it or them which are different from or additional to those available to such Purchaser (in which case such Purchaser shall not have the right to direct the defense of such action on behalf of the indemnified party or parties), in any of which events such fees and expenses for all indemnified parties of one counsel selected by the Company shall be borne by such Purchaser. Anything in this paragraph to the contrary notwithstanding, no Purchaser shall be liable for any settlement of any such claim or action effected without the written consent of such Purchaser. The indemnity agreement on the part of each Purchaser contained in this Section 8(b) shall remain in full force and effect regardless of any investigation made by or on behalf of the Company or such person, and shall survive any termination of this Agreement or the issuance and delivery of the Purchased Common Stock. Each Purchaser agrees promptly to notify the Company of the commencement of any litigation or proceedings against such Purchaser in connection with the issue and sale of the Purchased Common Stock or with such Registration Statement or Prospectus.

9. CONTRIBUTION. If the indemnification provided for in Sections 7(b) or 8(b) above is unavailable in respect of any losses, expenses, liabilities or claims referred to therein, then the parties entitled to indemnification by the terms thereof shall be entitled to contribution to liabilities and expenses except to the extent that contribution is not permitted under Section 11(f) of the Act. In determining the amount of contribution to which the respective parties are entitled, there shall be considered the relative benefits received by each party from the offering of the Purchased Common Stock (taking into account the portion of the proceeds of the offering realized by each), the parties' relative knowledge and access to information concerning the matter with respect to which the claim was asserted, the opportunity to correct and prevent any statement or omission, and any other equitable considerations appropriate under the circumstances. The Company and the Purchasers and such controlling persons agree that it would not be equitable if the amount of such contribution were determined by pro rata or per capita allocation (even if the Purchasers and such controlling persons were treated as one entity for such purpose). The contribution agreement contained in this Section 9 shall remain in full force and effect regardless of any investigation made by or on behalf of any Purchaser or the Company or any of its officers or directors or any controlling person and shall survive any termination of this Agreement or the issuance and delivery of the Purchased Common Stock.

10. NOTICES. All statements, requests, notices and agreements shall be in writing or by telegram and, if to the Purchasers, shall be sufficient in all respects if delivered or sent by registered mail to the address furnished in writing for the purpose of such statements, requests, notices and agreements hereunder, and, if to the Company shall be sufficient in all respects if delivered or sent by registered mail to the Company at 818 Kansas Avenue, Topeka, Kansas 66612, Attention: Steven L. Kitchen, Executive Vice President and Chief Financial Officer.

11. CONSTRUCTION. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

The section headings in this Agreement have been inserted as a matter of convenience of reference and are not a part of this agreement.

12. PARTIES IN INTEREST. The Agreement herein set forth has been and is made solely for the benefit of the Purchasers and the Company, and the controlling persons, directors and officers referred to in Sections 7, 8 and 9 hereof, and their respective successors, assigns, executors and administrators, and no other person shall acquire or have any right under or by virtue of this Agreement. Nothing in this Agreement is intended or shall be construed to give to any other person, firm or corporation (including, without limitation, any purchaser of the Purchased Common Stock from a Purchaser or any subsequent holder thereof or any purchaser of any Contract

Common Stock or any subsequent holder thereof) any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained.

The term "successor" as used in this Agreement shall not include any purchaser, as such purchaser, of any Purchased Common Stock from any Purchaser or any subsequent holder thereof or any purchaser, as such purchaser, of any Contract Common Stock or any subsequent holder thereof.

Schedule I

DELAYED DELIVERY CONTRACT

Dated: , 199

Western Resources, Inc.
818 Kansas Avenue
Topeka, Kansas 66612

Attention: Chief Financial Officer

Dear Sirs:

The undersigned hereby agrees to purchase from Western Resources, Inc. (the "Company"), and the Company agrees to sell to the undersigned,

_____ Shares

of the Company's Common Stock, par value \$5.00 per share (the Common Stock) offered by the Company's Prospectus dated , 199 and a Prospectus Supplement dated , 199 , receipt of copies of which is hereby acknowledged, at a purchase price of per share on the further terms and conditions set forth in this contract.

The undersigned agrees to purchase such Common Stock in the share amounts and on the delivery dates (the Delivery Dates) set forth below:

Delivery

Date

Shares

- -----

- -----

- -----

Payment for the Common Stock which the undersigned has agreed to purchase on each Delivery Date shall be made to the Company or its order by certified or bank cashier's check in same day or New York Clearing House funds (as agreed to by the Company and the undersigned) at the (or at such other place as the undersigned and the Company shall agree) at 11:00 A.M., New York City Time, on such Delivery Date upon issuance and delivery to the undersigned of the Common Stock to be purchased by the undersigned on such Delivery Date in such authorized denominations and, unless otherwise provided herein, registered in such names as the undersigned may designate by written or telegraphic communications addressed to the Company not less than five full business days prior to such Delivery Date.

The obligation of the Company to sell and deliver, and of the undersigned to take delivery of and make payment for, Common Stock on each Delivery Date shall be subject to the conditions that (1) the purchase of Common Stock to be made by the undersigned shall not at the time of delivery be prohibited under the laws of the jurisdiction to which the undersigned is subject, (2) the sale of the Common Stock by the Company pursuant to this contract shall not at the time of delivery be prohibited under the laws of any jurisdiction to which the Company is subject and (3) the Company shall have sold, and delivery shall have taken place, to the Purchasers such shares of the Common Stock as are to be sold and delivered to them. In the event that the Common Stock is not sold to the undersigned because one of the foregoing conditions is not met, the Company shall not be liable to the undersigned for damages arising out of the transactions covered by this contract.

Promptly after completion of the sale and delivery to the Purchasers, the Company will mail or deliver to the undersigned at its address set forth below notice to such effect, accompanied by copies of the opinions of counsel for the Company delivered to the Purchasers.

Failure to take delivery of and make payment for the Common Stock by any purchaser under any other Delayed Delivery Contract shall not relieve the undersigned of its obligations under this contract.

The undersigned represents and warrants that (a) as of the date of this contract, the undersigned is not prohibited under the laws of the jurisdictions to which the undersigned is subject from purchasing the Common Stock hereby agreed to be purchased and (b) the undersigned does not contemplate selling the Common Stock which it has agreed to purchase hereunder prior to the Delivery Date therefore.

This contract will inure to the benefit of and be binding upon the parties hereto and their respective successors, but will not be assignable by either party hereto without the written consent of the other. This contract shall be governed by and construed in accordance with the laws of the State of New York. This contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

It is understood that the acceptance of any Delayed Delivery Contract is in the Company's sole discretion and, without limiting the foregoing, need not be on a first-come, first-served basis. If the contract is acceptable to the Company, it is requested that the Company sign the form of acceptance below and mail or deliver one of the counterparts hereof to the undersigned at its address set forth below. This will become a binding contract between the Company and the undersigned when such counterpart is so signed.

Yours very truly,

By

Address

Accepted, as of the date first above written.

WESTERN RESOURCES, INC.

By _____

Title _____

PURCHASER -- PLEASE COMPLETE AT TIME OF SIGNING

The name and telephone and department of the representative of the Purchaser with whom details of delivery on the Delivery Date may be discussed are as follows:

(Please print.)

Name	Telephone No. (Including Area Code)	Department
-----	-----	-----

WESTERN RESOURCES, INC.

PURCHASE AGREEMENT

COMMON STOCK
(par value \$5.00 per share)

(Date)

Western Resources, Inc.
818 Kansas Avenue
Topeka, Kansas 66612

Dear Sirs:

Referring to the Common Stock, par value \$5.00 per share, of Western Resources, Inc. (the "Company") ("Common Stock") covered by registration statement on Form S-3 (No. 33-____), such registration statement including (i) the prospectus included therein, dated _____, as supplemented by a prospectus supplement dated _____ in the form filed under Rule 424(b) and any additional prospectus supplements relating to the Common Stock filed under Rule 424 (such prospectus as so supplemented, including each document incorporated by reference therein is hereinafter called the "Prospectus") and (ii) all documents filed as part thereof or incorporated by reference therein, is hereinafter called the "Registration Statement" on the basis of the representations, warranties and agreements contained in this Agreement, but subject to the terms and conditions herein set forth, the purchaser or purchasers named in Schedule A hereto (the "Purchasers") agree to purchase, severally, and the Company agrees to sell to the Purchasers, severally, the number of shares of the Company's Common Stock (the "Firm Common Stock") set forth opposite the name of each Purchaser on Schedule A hereto. [The Company also grants to the Purchasers an option to purchase ____ additional shares of the Company's Common Stock (the "Additional Common Stock") on the terms and conditions contained in this Agreement for the sole purpose of covering over-allotments.]*

The price at which the Firm Common Stock and the Additional Common Stock, if any,) shall be purchased from the Company by the Purchasers shall be \$____ per share. The initial public offering price shall be \$____ per share. The Firm Common Stock [(and the Additional Common Stock, if any)] will be offered by the Purchaser as set forth in the Prospectus relating to such Purchased Common Stock.

Payment for the
Firm Common Stock
[(and Additional
Common Stock, if
any,)]* shall be made
in the following funds: _____

* Delete bracketed language regarding Additional Common Stock throughout if over-allotment option is not granted by the Company.

The Closing Date shall be: _____

The place to which the Firm Common Stock [(and Additional Common Stock, if any,)]* may be checked and packaged shall be: _____

The place(s) at which the Firm Common Stock [(and Additional Common Stock, if any,)]* shall be delivered and sold shall be: _____

Delayed Delivery

Contracts: [authorized] [not authorized]

[Delivery Date
Minimum number of shares of Purchased Common Stock to be sold pursuant to any Delayed Delivery Contract: _____

Maximum number of shares of Purchased Common Stock to be sold pursuant to all Delayed Delivery Contracts: _____

Compensation to Purchasers: _____]*

Notices to the Purchasers shall be sent to the following address(es) or telecopier number(s):

- - - - -

* Delete bracketed information if delayed delivery contracts are not authorized.

If we are acting as Representative(s) for the several Purchasers named in Schedule A hereto, we represent that we are authorized to act for such several Purchasers in connection with the transactions contemplated in this Agreement, and that, if there are more than one of us, any action under this Agreement taken by any of us will be binding upon all the Purchasers.

All of the provisions contained in the document entitled "Western Resources, Inc., Common Stock (par value \$5.00 per share), Standard Purchase Provisions," a copy of which has been previously furnished to us, are hereby incorporated by reference in their entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to us the enclosed duplicate hereof, whereupon it will become a binding agreement between the Company and the several Purchasers in accordance with its terms.

Very truly yours,

[Firm Name]

By _____
Title: _____

[Firm Name]

By _____
Title: _____

Acting on behalf of and as
Representative(s) of the
several Purchasers named
in Schedule A hereto.*

The foregoing Purchase Agreement is hereby confirmed as of the date first above written.

WESTERN RESOURCES, INC.

By _____
Title _____

- - - - -
* To be deleted if the Purchase Agreement is not executed by one or more Purchasers acting as Representative(s) of the Purchasers for purposes of this Agreement.

SCHEDULE A

Name	Number of [Firm]* Shares
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* Delete bracketed language if over-allotment option is not granted by the Company.

March 28, 1996

Western Resources, Inc.
818 Kansas Avenue
Topeka, Kansas 66612

Dear Sirs:

As Executive Vice President and General Counsel of Western Resources, Inc. (the "Company"), and in connection with the proposed issue and sale, from time to time, of up to 11,175,000 shares of Common Stock, par value \$5.00 per share, of the Company (hereinafter called the "Offered Common Stock"), with respect to which the Company is filing a Registration Statement on Form S-3 with the Securities and Exchange Commission under the Securities Act of 1933 to which Registration Statement this opinion shall be filed as an exhibit, I advise you that, in my opinion:

1. The Company is a corporation duly organized and validly existing under the laws of the State of Kansas.

2. Upon (a) authorization of the issue and sale of the Offered Common Stock by state regulatory commissions having jurisdiction, (b) the Registration Statement becoming effective under the Securities Act of 1933, (c) the authorization of the issuance, sale and delivery of the Offered Common Stock by the Board of Directors of the Company and (d) full payment therefor, the Offered Common Stock will be legally issued, validly outstanding, fully paid and nonassessable and the holders thereof will be entitled to the rights and privileges appertaining thereto, as set forth in the Company's Restated Articles of Incorporation, as amended.

I hereby consent to the filing of a copy of this opinion as an exhibit to said Registration Statement. I also consent to the use of my name and the making of the statements with respect to myself in the Registration Statement and the Prospectus constituting a part thereof.

Very truly yours,

John K. Rosenberg

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our reports dated January 26, 1996, included in or incorporated by reference in Western Resources, Inc.'s Form 10-K for the year ended December 31, 1995, and to all references to our firm included in this Registration Statement on Form S-3.

ARTHUR ANDERSEN LLP

Dated: Kansas City, Missouri,
March 28, 1996