

THIS FILING IS MADE PURSUANT TO
RULE 424(b)(2)

PROSPECTUS SUPPLEMENT TO PROSPECTUS DATED DECEMBER 12, 1988

[LOGO]

\$350,000,000

CHEVRON CAPITAL U.S.A. INC.

7.45% GUARANTEED NOTES DUE 2004

UNCONDITIONALLY GUARANTEED BY

CHEVRON CORPORATION

The Notes will mature on August 15, 2004. Interest on the Notes is payable on February 15 and August 15 commencing February 15, 1995. The Notes are redeemable as described herein at the option of the Company on any date on or after August 15, 2001 at par plus interest accrued to the date of redemption. The Notes are unsecured obligations of the Company. The Notes will be issued only in fully registered form and will be represented by Global Notes registered in the name of The Depository Trust Company or its nominee.

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

	Initial Public Offering Price(1)	Underwriting Discount(2)	Proceeds to Company(1)(3)
Per Note.....	99.442%	0.281 %	99.161%
Total.....	\$348,047,000	\$983,500	\$347,063,500

(1) Plus accrued interest from August 15, 1994.

(2) Chevron Corporation and the Company have agreed to indemnify the Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended.

(3) Before deducting estimated expenses of \$180,000 to be paid by the Company.

The Notes offered hereby are offered severally by the Underwriters as specified herein, subject to receipt and acceptance by them and subject to their right to reject any order in whole or in part. It is expected that delivery of the Notes will be made through the book-entry facilities of The Depository Trust Company on or about August 24, 1994, in New York, New York.

GOLDMAN, SACHS & CO.

CHASE SECURITIES, INC.

UBS SECURITIES INC.

PAINWEBBER INCORPORATED

The date of this Prospectus Supplement is August 17, 1994

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTES OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

DESCRIPTION OF THE NOTES

GENERAL

The 7.45% Guaranteed Notes Due 2004 (the "Notes") are being issued under an Indenture dated as of May 15, 1987, as amended by the First Supplemental Indenture dated as of August 1, 1994 (said indenture as so supplemented being

herein referred to as the "Indenture") each being among Chevron Capital U.S.A. Inc. (the "Company"), as issuer, Chevron Corporation ("Chevron"), as guarantor, and The Chase Manhattan Bank (National Association), as trustee (the "Trustee"). Provisions of the Indenture are more fully described in this Prospectus Supplement and under "Description of the Indenture" commencing on page 6 of the accompanying Prospectus. The Indenture does not contain any covenants specifically designed to protect registered owners of the Notes against a reduction in the creditworthiness of Chevron in the event of a highly leveraged transaction. The Notes will be originally issued in fully registered book-entry form and will be represented by one or more Global Notes registered in the name of The Depository Trust Company, as Depository, or its nominee. See discussion herein under "Book-Entry System". Upon any exchange under the provisions of the Indenture of the Global Notes for Notes in definitive form, such definitive Notes shall be issued in authorized denominations of \$1,000 or any integral multiples thereof.

The Notes will mature on August 15, 2004. Interest on the Notes will accrue from August 15, 1994 and will be payable on each February 15 and August 15 commencing February 15, 1995. Interest on each Note will be computed on the basis of a 360-day year of twelve 30-day months. Payments of interest and principal on the Notes will be made to the persons in whose name the Notes are registered on the date which is fifteen days prior to the relevant payment date.

The Notes are unconditionally guaranteed by Chevron. See "Description of Indenture - Guarantee" on page 6 of the accompanying Prospectus. All of the covenants (including the optional covenants) of Chevron described in the accompanying Prospectus will be applicable for the benefit of the holders of the Notes. See "Covenants of the Guarantor" and "Optional Covenants of the Guarantor" beginning on page 6 of the accompanying Prospectus.

OPTIONAL REDEMPTION

The Notes are subject to redemption at the option of the Company as a whole or in part, on any date on or after August 15, 2001 at a redemption price of 100% of their principal amount plus interest accrued thereon to the date of redemption.

BOOK-ENTRY SYSTEM

The Notes will be issued in the form of one or more fully registered global notes (each, a "Global Note") which will be deposited with, or on behalf of, The Depository Trust Company ("DTC") and registered in the name of a nominee of DTC. Except as hereinafter set forth, the Notes will be available for purchase in book-entry form only. The term "Depository" as used in this Prospectus Supplement refers to DTC or any successor depository.

DTC has advised each of the Company and Chevron as follows: DTC is a limited-purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered

pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC was created to hold securities of persons who have accounts with DTC ("Participants") and to facilitate the clearance and settlement of securities transactions among Participants in such securities through electronic book-entry changes in accounts of such Participants. Participants include securities brokers and dealers (including the Underwriters), banks and trust companies, clearing corporations and certain other organizations, some of which (and/or their representatives) own DTC. Access to DTC's book-entry system is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly ("indirect participants"). Persons who are not Participants may beneficially own securities held by the Depository only through Participants or indirect participants.

DTC also advises that pursuant to procedures established by it, upon the issuance by the Company of the Notes represented by the Global Notes, DTC or its nominee will credit, on its book-entry registration and transfer system, the respective principal amounts of the Notes represented by such Global Notes to the accounts of Participants. The accounts to be credited shall be designated by the Underwriters. Ownership of beneficial interests in Notes represented by the Global Notes will be limited to Participants or persons that hold interests through Participants. Ownership of such beneficial interests in Notes will be shown on, and the transfer of that ownership will be effected only through, records maintained by the Depository (with respect to interests of Participants in the Depository), or by Participants in the Depository or persons that may hold interests through such Participants (with respect to persons other than Participants in the Depository).

So long as the Depository or its nominee is the registered owner of a Global Note, the Depository or its nominee, as the case may be, will be considered the sole owner or holder of the Notes represented thereby for all purposes under the Indenture. Except as hereinafter provided, owners of beneficial interests in the Global Notes will not be entitled to have the Notes represented by a Global Note registered in their names, will not receive or be entitled to receive physical delivery of such Notes in definitive form and will not be considered the owners or holders thereof under the Indenture. Unless and until a Global Note is exchanged in whole or in part for individual certificates evidencing the Notes represented thereby, such Global Note may not be transferred except as a whole by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any nominee of the Depository to a successor Depository or any nominee of such successor Depository.

Payments of principal of and interest on the Notes represented by a Global Note will be made by the Company through the Trustee to the Depository or its nominee, as the case may be, as the registered owner of the Notes. The Company and Chevron have been advised that DTC or its nominee, upon receipt of any payment of principal or interest in respect of the Notes will credit immediately the accounts of the related Participants with payment in amounts proportionate to their respective beneficial interest in the Notes as shown on the records of DTC. The Company and Chevron expect that payments by a Participant to owners of beneficial interests in the Notes will be governed by standing customer instructions and customary practices, as is now the case with securities held for the accounts of customers in bearer form or registered in "street name". Such payments will be the responsibility of such Participants.

The Company and Chevron will recognize DTC or its nominee as the sole registered owner of the Notes for all purposes, including notices and consents. Conveyance of notices and other communications by DTC to Participants, by Participants to the indirect participants, and by Participants and the indirect participants to beneficial owners will be governed by arrangements among them, subject to any statutory and regulatory requirements as may be in effect from time to time.

So long as the Notes are outstanding in the form of Global Notes, registered in the name of DTC or its nominee Cede & Co., (a) all payments of interest on and principal of the Notes shall be delivered only to DTC or Cede & Co., (b) all notices delivered by the Company or the Trustee pursuant to the Indenture shall be delivered only to DTC or Cede & Co. and (c) all rights of the registered owners of Notes under the Indenture, including, without limitation, voting rights, rights to approve, waive or consent, and rights to transfer and exchange Notes, shall

be rights of DTC or Cede & Co. THE BENEFICIAL OWNERS OF THE NOTES MUST RELY ON THE PARTICIPANTS OR INDIRECT PARTICIPANTS FOR TIMELY PAYMENTS AND NOTICES AND FOR OTHERWISE MAKING AVAILABLE TO THE BENEFICIAL OWNER RIGHTS OF A REGISTERED OWNER. NO ASSURANCE CAN BE PROVIDED THAT IN THE EVENT OF BANKRUPTCY OR INSOLVENCY OF DTC, A PARTICIPANT OR AN INDIRECT PARTICIPANT THROUGH WHICH A BENEFICIAL OWNER HOLDS INTERESTS IN THE NOTES, PAYMENT WILL BE MADE BY DTC, SUCH PARTICIPANT OR SUCH INDIRECT PARTICIPANT ON A TIMELY BASIS.

THE COMPANY, CHEVRON AND THE TRUSTEE WILL NOT HAVE ANY RESPONSIBILITY, OBLIGATION OR LIABILITY TO ANY PARTICIPANTS, TO ANY INDIRECT PARTICIPANT OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, CEDE & CO., ANY PARTICIPANT OR ANY INDIRECT PARTICIPANT, (2) THE PAYMENT BY DTC OR ANY PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OF OR INTEREST ON THE NOTES, (3) ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO REGISTERED OWNERS OF NOTES UNDER THE INDENTURE OR (4) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE REGISTERED OWNER OF THE NOTES, OR BY PARTICIPANTS AS ASSIGNEES OF DTC AS THE REGISTERED OWNER OF EACH ISSUE OF NOTES. THE RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH PARTICIPANTS AND INDIRECT PARTICIPANTS ARE ON FILE WITH DTC.

If the Depository is at any time unwilling or unable to continue as Depository and a successor Depository is not appointed by the Company within 90 days, the Company will issue individual Notes in definitive form in exchange for the Global Notes. In addition, the Company may at any time and at its sole discretion determine not to have the Notes in the form of a global security, and, in such event, will issue individual Notes in definitive form in exchange for the Global Notes. In either instance, the Company will issue Notes in definitive form, equal in aggregate principal amount to the Global Notes, in such names and in such principal amounts as the Depository shall direct. Notes so issued in definitive form will be issued as fully registered Notes in denominations of \$1,000 or any amount in excess thereof which is an integral multiple of \$1,000.

DEFEASANCE

The First Supplemental Indenture, dated as of August 1, 1994 provides that with respect to all series of Securities issued after the date thereof, all liability of the Company and Chevron in respect to any Outstanding Securities shall cease, terminate and be completely discharged IF either the Company or Chevron shall (a) deposit with the Trustee, in trust, at or before maturity, lawful money or direct obligations of the United States of America (or in the case of Securities denominated in a currency other than U.S. Dollars, of the government that issued such currency), or obligations the principal of and interest on which are guaranteed by the United States of America (or in the case of Securities denominated in a currency other than U.S. Dollars, guaranteed by the government that issued such currency), in such amounts and maturing at such times that the proceeds of such obligations to be received upon the respective maturities and interest payment dates will provide funds sufficient to pay the principal of and interest and any premium to maturity or to the redemption date, as the case may be, with respect to such Securities, and (b) deliver to the Trustee an Opinion of Counsel to the effect that the Holders of such Securities will not recognize income, gain or loss for federal income tax purposes as a result of such discharge. All obligations of Chevron to comply with certain covenants applicable to any Outstanding Securities, including those described herein under "Covenants of Chevron", shall cease IF Chevron or the Company shall deposit with the Trustee, in trust, at or before maturity, lawful money or direct obligations of the United States of America (or in the case of Securities denominated in a currency other than U.S. Dollars, of the government that issued such currency), or obligations the principal of and interest on which are guaranteed by the United States of America (or in the case of Securities denominated in a currency other than U.S. Dollars, by the government that issued such currency), in such amounts and maturing at such times that the proceeds of such obligations to be received upon the respective maturities and interest payment dates will provide funds sufficient to pay the principal of and interest and any premium to maturity or to the redemption date, as the case may be, with respect to such Securities.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed by Chevron with the Securities Exchange Commission are incorporated herein by reference and made a part hereof:

- (1) Chevron's Annual Report on Form 10-K for the year ended December 31, 1993.
- (2) Chevron's Quarterly Report on Form 10-Q for the quarter ended March 31, 1994.
- (3) Chevron's Quarterly Report on Form 10-Q for the quarter ended June 30, 1994.
- (4) Chevron's Current Report on Form 8-K, dated July 26, 1994.
- (5) Chevron's Current Report on Form 8-K, dated August 3, 1994.

All documents filed by Chevron pursuant to Sections 13, 14 or 15(d) of the Exchange Act after the date hereof and prior to the termination of the distribution of the Notes shall also be deemed to be incorporated by reference herein and be a part hereof from the date of filing of such documents. Any statement contained herein or 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 contained herein or in any 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.

Upon written or oral request, Chevron will provide, without charge, to each person to whom a copy of this Prospectus has been delivered a copy of any or all of the documents (without exhibits other than exhibits specifically incorporated by reference into such documents) incorporated by reference into this Prospectus. Requests for such copies should be directed to: Chevron Corporation, 225 Bush Street, San Francisco, California 94104, Attention: Office of the Comptroller (telephone: (415) 894-7700).

CHEVRON

Chevron Corporation is a major international oil company. It provides administrative, financial and management support for, and manages its investment in, domestic and foreign subsidiaries and affiliates, which engage in fully integrated petroleum operations, chemical operations, real estate development and other mineral and energy related activities in the United States and approximately 100 other countries. Petroleum operations consist of exploring for, developing and producing crude oil and natural gas; transporting crude oil, natural gas and petroleum products by pipelines, marine vessels and motor equipment; refining crude oil into finished petroleum products; and marketing crude oil, natural gas and the many products derived from petroleum. Chemical operations include the manufacture and marketing of a wide range of chemicals primarily for industrial uses.

Chevron's executive offices are located at 225 Bush Street, San Francisco, California 94104. Chevron's telephone number is (415) 894-7700.

CAPITALIZATION OF CHEVRON

The capitalization of Chevron and its consolidated subsidiaries as of June 30, 1994 is set forth in the following table.

	JUNE 30, 1994
	----- (unaudited) (in millions) -----
Short-term debt	\$ 4,296
Long-term debt:	
Long-term debt	3,683
Capital lease obligations	194

Total debt	\$ 8,173
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Stockholders' equity:	
Preferred Stock--\$1.00 par value	---
Authorized--100,000,000 shares	
Issued--None	
Common Stock--\$1.50 par value	\$ 1,069
Authorized--1,000,000,000 shares	
Issued--712,487,068 shares	
Capital in excess of par value	1,856
Deferred Compensation--Employee Stock	
Ownership Plan	(889)
Currency translation adjustment and other	212
Retained earnings	14,005
Treasury Stock, at cost (60,803,958 shares)	(2,065)

Total stockholders' equity	\$14,188

Total debt and stockholders' equity	\$22,361
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SELECTED FINANCIAL INFORMATION OF CHEVRON
AND RATIO OF EARNINGS TO FIXED CHARGES

The selected financial information presented in the table below should be read in conjunction with the consolidated financial statements and related notes contained in Chevron's Annual Report on Form 10-K for the year ended December 31, 1993 referred to herein under "Incorporation of Certain Documents by Reference." The selected financial information for each of the five years in the period ended December 31, 1993 has been derived from audited financial statements, while the amounts for the six months ended June 30, 1994 have been derived from unaudited financial statements. Chevron adopted Statements of Financial Accounting Standards No. 106, "Employers' Accounting for Postretirement Benefits Other Than Pensions" and No. 109, "Accounting for Income Taxes", effective January 1, 1992. To conform to the presentation adopted in 1993, the 1992 and 1991 "Sales and other operating revenues" and "Total costs" have been reclassified to net certain offsetting crude oil purchases and sales contracts. The reclassification had no effect on net income.

Dollars in millions	Six Months Ended June 30,		Year Ended December 31,			
	1994	1993	1992	1991	1990	1989
Sales and other operating revenues	\$16,807	\$36,191	\$38,212	\$38,118	\$41,540	\$31,916
Equity in net income of affiliates and other income	281	891	1,465	825	1,026	869
Total costs	15,906	34,656	36,214	36,691	38,353	31,479
Income before income tax expense and cumulative effect of changes in accounting principles	\$ 1,182	\$ 2,426	\$ 3,463	\$ 2,252	\$ 4,213	\$ 1,306
Income tax expense	537	1,161	1,253	959	2,056	1,055
Income before cumulative effect of changes in accounting principles	\$ 645	\$ 1,265	\$ 2,210	\$ 1,293	\$ 2,157	\$ 251
Cumulative effect of changes in accounting principles	--	--	(641)	--	--	--
Net income	\$ 645	\$ 1,265	\$ 1,569	\$ 1,293	\$ 2,157	\$ 251
Ratio of earnings to fixed charges of Chevron on a total enterprise basis	5.09	5.23	6.35	4.34	6.07	2.75

The ratio of earnings to fixed charges set forth in the table above are computed using amounts for Chevron as a whole, including its majority owned subsidiaries and its proportionate share of 50 percent owned entities (primarily the Caltex Group of Companies). For the purpose of determining earnings in the calculation of the ratios, equity in net income of less than 50 percent owned affiliates is adjusted to the amounts of distributions received (but not undistributed amounts). In addition, consolidated income before cumulative effect of changes in accounting principles is increased by income taxes, previously capitalized interest charged to earnings during the period, the minority interest's share of net income, and fixed charges, excluding capitalized interest. Fixed charges consist of interest on debt (including capitalized interest and amortization of debt discount and expense) and a portion of rentals determined to be representative of interest.

UNDERWRITING

The Company has agreed to sell to the Underwriters named below (the "Underwriters") and each of the Underwriters has severally agreed, subject to the terms and conditions set forth in the Underwriting Agreement, to purchase from the Company the principal amount of the Notes set forth opposite its name below at a purchase price equal to 99.161% of their principal amount.

Underwriters -----	Principal Amount of Notes -----
Goldman, Sachs & Co.	\$125,000,000
Chase Securities, Inc.	\$100,000,000
UBS Securities Inc.	\$100,000,000
PaineWebber Incorporated	\$25,000,000
TOTAL	\$350,000,000

Under the terms and conditions of the Underwriting Agreement, the Underwriters are committed to take and pay for all of the Notes, if any are taken.

The Company has been advised by the Underwriters that they propose initially to offer the Notes in part directly to the public at the public offering price set forth on the cover page of this Prospectus Supplement, and in part to certain securities dealers at such price less a concession not in excess of .250% of the principal amount of the Notes. The Underwriters may allow, and such dealers may reallow, a concession not in excess of .125% of the principal amount of the Notes to certain brokers and dealers. After the Notes are released for sale to the public, the offering price and other selling terms may be changed from time to time by the Underwriters.

The Notes are a new issue of securities with no established trading market. The Company and Chevron have been advised by the Underwriters that the Underwriters intend to make a market in the Notes, but are not obligated to do so and may discontinue market making at any time without notice. No assurance can be given as to the liquidity of the trading market for the Notes. The Company has no intention to list the Notes on any securities exchange.

The Company and Chevron have agreed to indemnify the several Underwriters against certain liabilities, including liabilities under the Securities Act of 1933, as amended, or to contribute to payments the several Underwriters may be required to make in respect of such liabilities.

LEGAL OPINIONS

The legality of the Notes will be passed upon on behalf of the Company by Pillsbury Madison & Sutro, counsel to the Company, and on behalf of the Underwriters by Cleary, Gottlieb, Steen & Hamilton. The validity of the Guarantee will be passed upon for Chevron by Pillsbury Madison & Sutro and for the Underwriters by Cleary, Gottlieb, Steen & Hamilton.

CHEVRON CAPITAL U.S.A. INC.

Guaranteed Debt Securities

Payment of Principal and any Premium and Interest
on the Securities is Guaranteed by

CHEVRON CORPORATION

Chevron Capital U.S.A. Inc., a Delaware corporation (the "Issuer" or "Company"), may offer from time to time debt securities (the "Securities") up to an amount resulting in aggregate proceeds of \$750,000,000 (or if the Securities are denominated in another currency the equivalent thereof at the time of the offering) to the Company, which will be offered to the public on terms determined by market conditions at the time of sale and which will be guaranteed by Chevron Corporation (the "Guarantor" or "Chevron"). The Securities may be issued in one or more series (the "Series"), with the same or various maturities at par, at a premium, or with an original issue discount. The Company may offer Securities through underwriters or agents, or directly to investors or dealers. See "Plan of Distribution." As used herein, Securities include securities denominated in U.S. dollars or, at the option of the Company and as specified in the applicable Prospectus Supplement, in any other currency, including composite currencies such as the European Currency Unit ("ECU").

The specific designation, aggregate principal amount, purchase price, maturity, interest rate or rates or method of calculating such rate or rates, interest payment dates, any redemption provisions (including any sinking fund) of the Securities and the name and compensation of any agent, dealer or underwriter in connection with the sale of the Securities with respect to which this Prospectus is being delivered are set forth in the accompanying Prospectus Supplement (the "Prospectus Supplement") together with the terms of offering of the Securities.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE
SECURITIES AND EXCHANGE COMMISSION NOR HAS THE 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 December 12, 1988.

AVAILABLE INFORMATION

Chevron is subject to the informational requirements of the Securities Exchange Act of 1934 (the "Exchange Act") and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). All of the reports, proxy statements and other documents filed by Chevron with the Commission, including the documents incorporated by reference herein, can be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549; 26 Federal Plaza, New York, N.Y. 10007; 230 South Dearborn Street, Chicago, Illinois 60604. Copies of all such reports, proxy statements and other documents can also be obtained from the Public Reference Section of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. Such reports, proxy statements and other information concerning Chevron may also be inspected and copied at the offices of the New York Stock Exchange, Inc., the Midwest Stock Exchange and the Pacific Stock Exchange.

Chevron will furnish without charge to each person to whom this Prospectus is delivered, upon request, a copy of any or all of the documents described below under "Incorporation of Certain Documents by Reference," other than exhibits to such documents. Requests should be directed to:

Chevron Corporation
225 Bush Street
San Francisco, CA 94104
Attention: Treasurer
Telephone: (415) 894-7700

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed by Chevron with the Commission are incorporated herein by reference and made a part hereof. Such documents are available as described under "Available Information." Each prospective purchaser is invited to obtain and read such documents for information about Chevron.

(a) Chevron's Annual Report on Form 10-K for the year ended December 31, 1987.

(b) Chevron's Current Report on Form 8-K, filed with the Commission on April 20, 1988, which Current Report contains Chevron's announcement of its adoption of Statement of Financial Accounting Standards No. 96 ("Accounting for Income Taxes") retroactive to January 1, 1986.

(c) Chevron's Quarterly Report on Form 10-Q for the quarter ended March 31, 1988.

(d) Chevron's Current Report on Form 8-K filed with the Commission on May 27, 1988, which Current Report contains Chevron's audited 1986 and 1987 financial statements and Management's Discussion and Analysis of Financial Condition and Results of Operations ("Management's Discussion") restated to conform to the provisions of Statement of Financial Accounting Standards No. 96 ("Accounting for Income Taxes"). Such restated financial statements and Management's Discussion supersede the financial statements and Management's Discussion included in Chevron's Annual Report on Form 10-K referred to above and those in Chevron's Annual Report on Form 10-K for the year ended December 31, 1986.

(e) Chevron's Quarterly Report on Form 10-Q for the quarter ended June 30, 1988.

(f) Chevron's Current Report on Form 8-K filed with the Commission on October 11, 1988.

(g) Chevron's Quarterly Report on Form 10-Q for the quarter ended September 30, 1988.

(h) Chevron's Current Report on Form 8-K filed with the Commission on November 23, 1988.

All documents filed by Chevron pursuant to Section 13, 14 or 15(d) of the Securities Exchange Act of 1934 (with the exception of annual reports on Form 11-K of employee benefit plans) after the date hereof and prior to the termination of the distribution of the Securities shall also be deemed to be incorporated by reference herein and be a part hereof from the date of filing of such documents.

NO DEALER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS NOT CONTAINED IN THIS PROSPECTUS OR THE PROSPECTUS SUPPLEMENT IN CONNECTION WITH THE OFFERING MADE HEREBY AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY CHEVRON OR THE COMPANY. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY OF THE SECURITIES OFFERED HEREBY IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF CHEVRON OR THE COMPANY SINCE ANY OF THE DATES AS OF WHICH INFORMATION IS FURNISHED HEREIN OR THE DATE HEREOF.

CHEVRON CORPORATION

Chevron is a major international oil company which, through its subsidiaries and affiliates, has activities in the United States of America and approximately 95 other countries. Chevron (1) engages in worldwide, integrated petroleum operations which consist of exploring for, developing and producing crude oil and natural gas; transporting crude oil, natural gas and petroleum products by pipelines, marine vessels and motor equipment; refining crude oil into finished products; and marketing crude oil, natural gas and the many products derived from petroleum.

Chevron and its affiliates own and have interests in operations located throughout the world which manufacture and market a wide range of chemicals and fertilizers for industrial, agricultural and residential uses. In addition, Chevron and its affiliates explore for, produce and market coal and other minerals and participate in geothermal projects. Finally, Chevron engages in real estate development.

Chevron was incorporated in the State of Delaware on January 27, 1926. Chevron's executive offices are located at 225 Bush Street, San Francisco, California 94104 (telephone number: 415-894-7700).

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(1) As used in this Prospectus or in the Prospectus Supplement, the term "Chevron" may, depending upon the context, refer to Chevron Corporation or to Chevron Corporation and its consolidated subsidiaries taken as a whole, but unless the context clearly indicates otherwise, should not be read to include "affiliates" of Chevron (those companies owned approximately 50% or less).

CAPITALIZATION OF CHEVRON

The capitalization of Chevron and its consolidated subsidiaries as of September 30, 1988 is set forth in the following table.

	SEPTEMBER 30, 1988
	----- (UNAUDITED) (IN MILLIONS)
Short-term debt:	\$ 780
Long-term debt:	
Long-term debt:	5,934
Capital lease obligations	310

Total debt.....	7,024

Stockholders' equity:	
Preferred Stock - \$1.00 par value	--
Authorized - 100,000,000 shares.	
Issues - None	
Common Stock - \$3.00 par value	1,026
Authorized - 500,000,000 shares	
Issued - 342,109,258 shares	
Capital in excess of par value	874
Currency translation adjustment	74
Retained earnings	12,830

Total stockholders' equity	14,804

Total debt and stockholders' equity	\$ 21,828
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SELECTED FINANCIAL INFORMATION OF CHEVRON
AND RATIOS OF EARNINGS TO FIXED CHARGES

The selected financial information presented in the table below should be read in conjunction with the consolidated financial statements and related notes contained in Chevron's Current Report on Form 8-K filed May 27, 1988 referred to herein under "Incorporation of Certain Documents by Reference". The selected financial information for each of the five years in the period ended December 31, 1987 have been derived from audited financial statements, while the amounts for the nine months ended September 30, 1988 have been derived from unaudited financial statements. Gulf Corporation's results have been included on a consolidated basis from May 1, 1984. The financial statements for the periods commencing January 1, 1986 conform to the provisions of Statement of Financial Accounting Standards No. 96 ("Accounting for Income Taxes").

Dollars in Millions	YEAR ENDED DECEMBER 31,					NINE MONTHS ENDED SEPT. 30,
	1983	1984	1985	1986	1987	1988
Sales and other operating revenues.	\$28,411	\$46,173	\$43,845	\$26,245	\$28,106	\$20,990
Equity in net income of affiliates and other income..	771	1,194	1,480	1,086	1,014	1,008
Total costs	26,250	43,304	40,517	25,595	26,348	19,538
Income before taxes on income and cumulative effect of change in accounting principle	\$ 2,932	\$ 4,063	\$ 4,808	\$ 1,736	\$ 2,772	\$ 2,460
Provision for taxes on income ...	1,342	2,529	3,261	(135)	1,522	867
Cumulative effect of change in accounting principle	--	--	--	(3,282)	--	--
Net income	\$ 1,590	\$ 1,534	\$ 1,547	\$(1,411)	\$ 1,250	\$ 1,593
Ratio of earnings to fixed charges of Chevron on a total enterprise basis	12.64	4.02	4.44	2.80	3.99	5.05

The ratios of earnings to fixed charges set forth in the table above are computed using amounts for Chevron as a whole, including its majority-owned subsidiaries and its proportionate share of 50% owned entities (primarily the Caltex Group of Companies). For the purpose of determining earnings in the calculation of the ratios, equity in net income of less than 50% owned affiliates is adjusted to the amounts of distributions received (but not undistributed amounts). In addition, consolidated net income before the cumulative effect of change in accounting principle is increased by income taxes, previously capitalized interest charged to earnings during the period, the minority interest's share of net income, and fixed charges, excluding capitalized interest. Fixed charges consist of interest on debt (including capitalized interest and amortization of debt discount and expense) and a portion of rentals determined to be representative of interest.

THE COMPANY

The Company, an indirect wholly owned subsidiary of Chevron, is a Delaware corporation which was incorporated on July 16, 1984. Its principal executive offices are located at 225 Bush Street, San Francisco, California 94104 (telephone number: 415-894-7700). The Company's business activities consist primarily of providing funds to its sole stockholder, Chevron U.S.A. Inc., a wholly owned subsidiary of Chevron, for general corporate purposes.

USE OF PROCEEDS

The net proceeds from the sale of the Securities will be provided to Chevron U.S.A. Inc. for use in refinancing a portion of the existing commercial paper borrowings or long-term debt of Chevron U.S.A. Inc. and subsidiaries of Chevron U.S.A. Inc. which are incorporated under the laws of one of the States of the United States of America.

DESCRIPTION OF SECURITIES

The Securities will be issued under an Indenture, dated as of May 15, 1987, among the Company, Chevron and The Chase Manhattan Bank (National Association), as Trustee (the "Trustee"). The Indenture provides that

Securities may be issued thereunder without limitation as to aggregate principal amount. See "Description of Indenture."

Reference is made to the applicable Prospectus Supplement for any Series of Securities for the following terms: (1) the designation of such Series of Securities, (2) the aggregate principal amount of such Series of Securities, (3) the stated maturity for payment of principal of such Series of Securities and any sinking fund or analogous provisions, (4) the rate or rates at which such Series of Securities shall bear interest or the method of calculating such rate or rates of interest and the interest payment dates for such Series of Securities, (5) the place or places where such Series of Securities may be presented for payment and for transfer and exchange, (6) the redemption date or dates, if any, and the redemption price or prices and other applicable redemption provisions for such Series of Securities, (7) the denominations in which such Series of Securities shall be issuable (if other than denominations of \$1,000 and any integral multiple thereof) and the form (fully registered, coupon or both), (8) the currency or composite currency in which principal and interest on such Series of Securities may be payable (if other than U.S. dollars), (9) the basis upon which interest on such Series of Securities shall be computed (if other than on the basis of a 360-day year of twelve 30-day months), (10) if other than the principal amount thereof, the portion of the principal amount of such Series of Securities which shall be payable upon declaration of acceleration of the maturity thereof pursuant to the Indenture, (11) the person or persons who shall be registrar for such Series of Securities, and the place or places where the Register of such Series of Securities shall be kept, (12) the Record Date or Dates for purposes of determining to whom interest shall be paid on Securities of such Series if in registered form, (13) any additional Events of Default with respect to such Series of Securities not set forth herein, (14) any additional covenants of the Guarantor or the Company with respect to such Series of Securities not set forth herein and the applicability of certain covenants of the Guarantor set forth herein to such Series of Securities, and (15) the terms and conditions, if any, upon which any Securities of such Series may or shall be converted into other instruments or other forms of property.

DESCRIPTION OF INDENTURE

THE FOLLOWING DESCRIPTIVE STATEMENTS RELATING TO THE INDENTURE ARE SUMMARIES AND DO NOT PURPORT TO BE COMPLETE. SUCH SUMMARIES MAKE USE OF TERMS DEFINED IN THE INDENTURE AND ARE QUALIFIED IN THEIR ENTIRETY BY EXPRESS REFERENCE TO THE INDENTURE AND THE CITED PROVISIONS THEREOF, A COPY OF WHICH IS FILED AS AN EXHIBIT TO THE REGISTRATION STATEMENT.

GUARANTEE

Under the terms of the Indenture and subject to the provisions thereof, Chevron unconditionally guarantees to the holders from time to time of the Securities: (a) the full and prompt payment of the principal of and any redemption premium on any Securities when and as the same shall become due, whether at the stated maturity thereof, by acceleration, call for redemption or otherwise and (b) the full and prompt payment of the interest on any Securities when and as the same shall become due. The Guarantee will remain in effect until the entire principal of, and interest and premium if any on, the Securities shall have been paid in full or otherwise discharged in accordance with the provisions of the Indenture. In the event of a default in the payment of principal of or any premium on any Security when and as the same shall become due, whether at the stated maturity thereof, by acceleration, call for redemption or otherwise, or in the event of a default in any sinking fund payment, or in the event of a default in the payment of any interest on any Security when and as the same shall become due, the Trustee has the right to proceed first and directly against Chevron without first proceeding against the Company or exhausting any other remedies which it may have.

COVENANTS OF THE GUARANTOR

CORPORATE EXISTENCE. Chevron covenants that so long as any of the Securities are outstanding, it will maintain its corporate existence, will not dissolve, sell or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it; provided that Chevron may consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it, or sell or otherwise transfer to another

corporation all or substantially all of its assets as an entirety and thereafter dissolve, if the surviving, resulting or transferee corporation, as the case may be, (i) shall be incorporated and existing under the laws of one of the States of the United States of America, (ii) assumes, if such corporation is not Chevron, all of the obligations of Chevron under the Indenture, and (iii) is not, after such transaction, otherwise in default under any provisions of the Indenture.

SECURITIES TO BE SECURED IN CERTAIN EVENTS. If, upon any permitted consolidation or merger of Chevron, any Principal Property would thereupon become subject to any mortgage, security interest, pledge, lien or other encumbrance (the "Attaching Lien"), Chevron, prior to any such consolidation or merger, will secure the outstanding Securities (together with, if Chevron shall so determine, any other indebtedness of or guaranteed by Chevron ranking equally with the Securities and then existing or thereafter created), equally and ratably with the debt or other obligation secured by the Attaching Lien, unless such debt or other obligation secured by the Attaching Lien could have been incurred by the Guarantor or a Restricted Subsidiary without its being required by the provisions of the covenant "Limitations on Liens" described below (whether or not such covenant may be applicable to any Series of Securities) to secure the Securities equally and ratably with the debt or other obligation secured by the Attaching Lien.

The Indenture defines "Restricted Subsidiary" as any Subsidiary of Chevron that has substantially all of its assets located in the United States of America and owns a Principal Property, and in which Chevron's direct or indirect capital investment together with the outstanding balance of (i) any loans or advances made to such Subsidiary by Chevron or any other Subsidiary and (ii) any debt of such Subsidiary guaranteed by Chevron or any other Subsidiary exceeds \$100 million. The term "Principal Property" is defined as any oil or gas producing property located in the United States, onshore or offshore, or any refinery or manufacturing plant located in the United States, in each case now owned or hereafter acquired by Chevron or a Restricted Subsidiary, except any oil or gas producing property, refinery or plant that in the opinion of the Board of Directors of Chevron is not of material importance to the total business conducted by Chevron and its consolidated subsidiaries. The term "Subsidiary" of Chevron is defined as any corporation at least a majority of the outstanding securities of which having ordinary voting power (other than securities having such power only by reason of the happening of a contingency) is owned by Chevron or by one or more Subsidiaries or by Chevron and one or more Subsidiaries.

OPTIONAL COVENANTS OF THE GUARANTOR

LIMITATIONS ON LIENS. This covenant applies to all Series of Securities unless made inapplicable to any particular Series of Securities at the time of issuance thereof. REFERENCE SHOULD BE MADE TO THE PROSPECTUS SUPPLEMENT FOR THE PARTICULAR SERIES AS TO WHETHER THIS COVENANT HAS BEEN MADE INAPPLICABLE TO SUCH SERIES.

Chevron covenants that it will not itself and will not permit any Restricted Subsidiary to issue, assume or guarantee any notes, bonds, debentures or other similar evidences of indebtedness for money borrowed (notes, bonds, debentures or other similar evidences of indebtedness for money borrowed being hereinafter called "Debt") secured by a pledge of, or mortgage or lien on (mortgages, pledges and liens being hereinafter called "liens"), any of Chevron's or any Restricted Subsidiary's Principal Properties or any shares of stock of or indebtedness of any Restricted Subsidiary (such Principal Properties, stock and indebtedness being sometimes hereinafter collectively referred to as "Property"), without effectively providing that the Securities (together with, if Chevron shall so determine, any other Debt of the Guarantor or such Restricted Subsidiary then existing or thereafter created ranking equally with the Securities, including guarantees of indebtedness of others) shall be secured equally and ratably with (or prior to) such Debt, so long as such Debt shall be so secured, except that this covenant shall not apply to Debt secured by:

(1) liens on Property of any corporation existing at the time such corporation becomes a Restricted Subsidiary;

(2) liens on Property existing at the time of acquisition thereof or to secure the payment of all or any part of the purchase price thereof or to secure any Debt incurred prior to, at the time of or within 24 months after the acquisition of such Property for the purpose of financing all or any part of the purchase price thereof;

(3) liens on particular Property to secure any Debt incurred to provide funds for all or any part of the cost of exploration, drilling or development of such Property or the cost of improvements to such Property;

(4) liens which secure Debt owing by a Restricted Subsidiary to Chevron or any Subsidiary;

(5) liens on personal property, other than shares of stock or indebtedness of any Restricted Subsidiary, to secure loans maturing not more than one year from the date of the creation thereof;

(6) liens on Property to secure Debt or other indebtedness incurred in connection with any financings done in accordance with the provisions of Section 103 of the Internal Revenue Code of 1986; and

(7) any extension, renewal or replacement (or successive extensions, renewals or replacements), in whole or in part, of any lien referred to in the foregoing clauses (1) to (6), inclusive, or of any Debt secured thereby; provided that such extension, renewal or replacement mortgage shall be limited to all or any part of the same Property that secured the lien extended, renewed or replaced (plus improvements on such Property).

Notwithstanding the restrictions contained in this covenant, Chevron may, and may permit any Restricted Subsidiary to, issue, assume or guarantee Debt secured by liens on property of the types to which this covenant applies and which are not excepted by clauses (1) through (7) above without equally and ratably securing the Securities, provided that the sum of all such Debt then being issued, assumed or guaranteed and the aggregate of Attributable Debt with respect to sale and leaseback arrangements of the Guarantor and any Restricted Subsidiary permitted by the covenant "Limitation on Sale and Leaseback" described below (whether or not such covenant may be applicable to any Series of Securities) does not exceed 10% of Chevron's Consolidated Adjusted Tangible Assets (as defined below) prior to the time such Debt was issued, assumed or guaranteed.

The following types of transactions, among others, shall not be deemed to create "Debt" secured by "liens" within the meaning of those terms as defined above:

(a) the sale or other transfer of (i) oil, gas or other minerals in place for a period of time until or in an amount such that, the purchaser will realize therefrom a specified amount of money (however determined) or a specified amount of such minerals, or (ii) any other interest in property of the character commonly referred to as a "production payment"; and

(b) the mortgage or pledge of any property of the Guarantor or any Subsidiary in favor of the United States, or any State, or any department, agency or instrumentality of either, to secure partial, progress, advance or other payments to the Guarantor or any Subsidiary pursuant to the provisions of any contract or statute.

The Indenture defines "Consolidated Adjusted Tangible Assets" as the consolidated total assets of Chevron and its subsidiaries as reflected in Chevron's most recent consolidated balance sheet prepared in accordance with Chevron's accounting policies and generally accepted accounting principles, less (i) goodwill, trademarks, trade names, patents, unamortized debt discount and expense, and other deferred charges, (ii) total current liabilities except for (1) notes and loans payable, (2) current maturities of long-term debt and (3) current maturities of obligations under capital leases, (iii) deferred credits and other non-current obligations (including minority interest in consolidated subsidiaries), and (iv) reserves--employee annuity plans and other reserves which may hereafter be defined in Chevron's accounting policies.

LIMITATION ON SALE AND LEASEBACK. This covenant applies to all Series of Securities unless made inapplicable to any particular Series of Securities at the time of issuance thereof. REFERENCE SHOULD BE MADE TO THE PROSPECTUS SUPPLEMENT FOR THE PARTICULAR SERIES AS TO WHETHER THIS COVENANT HAS BEEN MADE INAPPLICABLE TO SUCH SERIES.

Chevron covenants that it will not itself, and will not permit any Restricted Subsidiary to, enter into any arrangement (except for temporary leases for a term of not more than 3 years, or except for sale or transfer and leaseback transactions involving the acquisition or improvement of Principal Properties, provided that the amount of consideration received at the time of sale or transfer by the Guarantor or such Restricted Subsidiary for the

property so sold or transferred shall be applied as set forth in subparagraph (2) below) with any bank, insurance company or other lender or investor, or to which any such lender or investor is a party, providing for the leasing to Chevron or any Restricted Subsidiary of any Principal Property which has been or is to be sold or transferred by Chevron or any Restricted Subsidiary to such lender or investor or to any person to whom funds have been or are to be advanced by such lender or investor on the security of such property unless, either:

(1) Chevron or any Restricted Subsidiary could create Debt secured by a mortgage pursuant to the covenant "Limitations on Liens" described above on the property to be leased without equally and ratably securing the Securities, or

(2) Chevron, within the 12 months preceding such sale or transfer or the 12 months following such sale or transfer, regardless of whether such sale or transfer may have been made by Chevron or by a Restricted Subsidiary, has applied or applies an amount equal to the greater of (a) the net proceeds of the sale of the property leased pursuant to such arrangement or (b) the fair value of the property so leased at the time of entering into such arrangement:

(i) to the voluntary retirement of debt of Chevron or of a Restricted Subsidiary or debt of a Subsidiary guaranteed by Chevron, which debt matures by its terms more than one year after the date on which it was originally incurred (collectively herein called "funded debt"); provided that there shall be credited against the amount required by subparagraph (2) to be applied to the retirement of funded debt an amount equal to:

(A) the principal amount of any Securities delivered within the 12 months preceding such sale or transfer or the 12 months following such sale or transfer to the Trustee for voluntary retirement and cancellation, and

(B) the principal amount of funded debt, other than Securities, voluntarily retired by Chevron within 12 months before or after such sale; or

(ii) to the acquisition, development or improvement of a Principal Property or Principal Properties.

ADDITIONAL COVENANTS, IF ANY. Any additional covenants of the Guarantor with respect to any particular Series of Securities will be described in the Prospectus Supplement relating to such Series.

EVENTS OF DEFAULT

The Indenture defines an "Event of Default" with respect to any particular Series of the Securities as being any one of the following events: (1) default in the payment of interest on any Security of that Series and the continuance of such default for 30 days; (2) default in the payment of the principal of or any premium on any Security of that Series when due whether at maturity, by proceedings for redemption, by declaration or otherwise; (3) default in the satisfaction of any sinking fund payment obligation relating to Securities of such Series when due and payable; (4) failure to comply with any other agreements contained in the Securities of that Series, the Indenture, any supplemental indenture or any resolution of the Board of Directors (or an authorized committee thereof) of the Company under which the Securities may have been issued and continuance of the default for the period and after the notice specified below; and (5) certain events of bankruptcy, insolvency or reorganization involving the Company or Chevron.

A default under clause (4) above is not an Event of Default until the Trustee or the holders of at least 25% in principal amount of all of the outstanding Securities of the Series benefitted by the agreement or covenant with respect to which a default has occurred notify the Company and the Guarantor of the default and such default has continued for a period of 90 days after receipt by such parties of the notice.

If an Event of Default occurs with respect to the Securities of any one or more particular Series and is continuing, the Trustee by notice to the Company, or the Holders of at least 25% in principal amount of all of the outstanding Securities of each such Series by notice to the Company and the Trustee, may declare the principal of and premium and accrued interest, if any, on all the Securities of that particular Series to be due and payable immediately. Upon such declaration, the holders of a majority in principal amount of all of the Securities of that particular Series by notice to the Trustee may rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree by a court of competent jurisdiction and if all existing Events of Default have been cured or waived except nonpayment of principal or premium or interest, if any, that has become due solely because of the acceleration.

If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy by proceeding at law or in equity to collect the payment of principal or any premium or interest on the Securities of the Series to which the default relates or to enforce the performance of any provision of such Series of Securities or the Indenture.

The holders of a majority in principal amount of the outstanding Securities of any Series may waive any past or existing default with respect to such Series and its consequences, except a continuing default in the payment of the principal of or any premium or interest on such Securities or in respect of a covenant or provision of the Indenture which cannot be modified or amended without the consent of the holder of each Security so affected.

MODIFICATIONS OF THE INDENTURE

The Indenture provides that the Company, Chevron and the Trustee may enter into a supplemental indenture to amend the Indenture or the Securities without the consent of any Security holder (1) to cure any ambiguity, defect or inconsistency; (2) to permit a successor to assume the Company's or Chevron's obligations under the Indenture; (3) to eliminate or change any provision of the Indenture if such does not adversely affect the rights of any outstanding Security holder; (4) to provide for the issuance of and establish the terms and conditions of Securities of any Series; (5) to add or change any of the provisions of the Indenture necessary to facilitate the issuance of Securities in bearer form; (6) to add to the covenants of the Company or Chevron further covenants, restrictions or conditions for the protection of the holders of all or any particular Series of Securities; or (7) to appoint, at the request of the Trustee a successor Trustee for a particular Series of Securities to act as such pursuant to the provisions of this Indenture.

The Indenture and the rights and obligations of the Company, the Guarantor and of the holders of the Securities and any coupons issued thereunder may be modified or amended at any time with the consent of the holders of not less than a majority in aggregate principal amount of the Securities at the time outstanding; provided, however, that, without the express written consent of the holder or registered owner of the Securities affected, no such modification or amendment shall, among other things, change the fixed maturity or redemption date thereof, reduce the rate of interest thereon or alter the method of determining such rate of interest, extend the time of payment of interest, reduce the principal amount thereof, reduce any premium payable upon the redemption thereof, or change the coin or currency in which any Securities or the interest thereon is payable or impair the right to institute suit for the enforcement of any such payment, or reduce the percentage of the holders of such Securities whose consent is required for any such modification or amendment.

DEFEASANCE AND DISCHARGE

If the Company or Chevron shall deposit with the Trustee, in trust, at or before maturity, lawful money or direct obligations of the United States of America or obligations the principal of and interest on which are guaranteed by the United States of America in such amounts and maturing at such times that the proceeds of such obligations to be received upon the respective maturities and interest payment dates will provide funds sufficient to pay the principal of and interest and any premium to maturity or to the redemption date, as the case may be, with respect to any outstanding Securities, provided that, if such Securities are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in the Indenture or provision satisfactory to the Trustee shall have been made for the giving of such notice, then all liability of the Company and Chevron in respect of such Securities and any coupons appertaining thereto shall cease, terminate and be completely discharged and the holders thereof shall thereafter be entitled only to payment out of the money or securities deposited with the Trustee as

aforesaid, except that the obligation of the Company duly and punctually to pay or cause to be paid the principal of and any interest and premium in respect of such Securities and any coupons appertaining thereto and the liability of the Company and the Guarantor in respect of such payment shall continue with respect to any Securities which shall have been listed for trading on The New York Stock Exchange until 10 days prior to the applicable payment date or dates with respect to such Securities or coupons, and shall continue with respect to any Securities (whether or not listed for trading on such exchange) until the Company or Chevron shall have paid or caused to be paid the principal of, and any interest or premium on, such Securities as and when the same become due and payable unless the Company shall have received from, or there shall have been published by, the United States Internal Revenue Service a ruling to the effect that the discharge of such obligation of the Company will not be deemed, or result in, a taxable event with respect to the holders of such Securities.

GOVERNING LAW

The Indenture and each Security are to be deemed to be a contract made under the laws of the State of New York, and for all purposes are to be construed in accordance with such laws.

CONCERNING THE TRUSTEE

The Chase Manhattan Bank (National Association) New York, New York is the Trustee. In certain instances, the Company or the holders of a majority of the then outstanding principal amount of the Securities may remove the Trustee and appoint a successor Trustee. The Trustee may become the owner of any of the Securities or of any of the coupons appurtenant thereto with the same rights it would have if it were not the Trustee. The Trustee may become the owner or pledgee of the Securities. The Trustee and any successor trustee must be a corporation organized and doing business under the laws of the United States or of any state, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$100 million and subject to examination by Federal or state or District of Columbia authority. From time to time, the Trustee may also serve as Trustee under other indentures relating to securities issued by the Company, Chevron or affiliated companies and may engage in commercial transactions with the Company, Chevron and affiliated companies.

PLAN OF DISTRIBUTION

The Securities may be sold in any one or more of the following ways: (1) directly to purchasers or a single purchaser, (2) through agents, (3) through dealers, or (4) through one or more underwriters acting alone or through underwriting syndicates led by one or more managing underwriters, each as may be named on the cover of a Prospectus Supplement relating to the Securities offered thereby.

If the Securities described in a Prospectus Supplement are underwritten, each underwriter of such Securities is named in such Prospectus Supplement, and only underwriters so named in such Prospectus Supplement shall be deemed to be underwriters in connection with the Securities offered thereby. Such Prospectus Supplement also describes the discounts and commissions to be allowed or paid to the underwriters, all other items constituting underwriting compensation, the discounts and commissions to be allowed or paid to dealers, if any, and the exchanges, if any, on which the Securities will be listed.

Securities may 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 Securities and any commissions payable by the Company to such agent will be set forth in the Prospectus Supplement. Unless otherwise indicated in the Prospectus Supplement, any such agent will be acting on a best efforts basis for the period of its appointment.

If so indicated in such Prospectus Supplement, the Company will authorize underwriters to solicit offers by certain institutions to purchase Securities from the Company at a price set forth in such Prospectus Supplement pursuant to Delayed Delivery Contracts providing for payment and delivery at a future date.

If so indicated in such Prospectus Supplement, the obligations of the underwriters will be subject to certain conditions precedent and, with respect to a sale of the Securities, the underwriters will be obligated to purchase all such Securities if any are purchased.

The Company and Chevron will indemnify any underwriters and agents against certain civil liabilities, including liabilities under the Securities Act of 1933. Underwriters and agents may engage in transactions with or perform services for the Company, Chevron and affiliated companies in the ordinary course of business.

LEGAL OPINIONS

The legality of the Securities offered hereby will be passed upon for the Company and Chevron by Pillsbury, Madison & Sutro. Members and associates of Pillsbury, Madison & Sutro participating in the consideration of legal matters relating to the Securities own in the aggregate approximately 5,000 shares of Chevron's Common Stock.

EXPERTS

The audited financial statements of Chevron incorporated by reference in this Prospectus have been examined by Price Waterhouse, independent accountants. The audited financial statements of the Caltex Group of Companies incorporated by reference in this Prospectus have been examined by Peat Marwick Main & Co., independent accountants. Such financial statements have been so incorporated in reliance on the reports of the respective independent accountants given on the authority of such firms as experts in auditing and accounting.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS PROSPECTUS SUPPLEMENT AND THE PROSPECTUS DO NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE SECURITIES DESCRIBED IN THIS PROSPECTUS SUPPLEMENT OR AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SUCH SECURITIES IN ANY CIRCUMSTANCES IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL. NEITHER THE DELIVERY OF THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS NOR ANY SALE MADE HEREUNDER OR THEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN OR THEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF SUCH INFORMATION.

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\$350,000,000

CHEVRON CAPITAL U.S.A. INC.

7.45% GUARANTEED NOTES DUE 2004
UNCONDITIONALLY GUARANTEED BY
CHEVRON CORPORATION

[LOGO]

GOLDMAN, SACHS & CO.
CHASE SECURITIES, INC.
UBS SECURITIES INC.
PAINWEBBER INCORPORATED