

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No.)***

THE MIDDLEBY CORPORATION

(Name of Issuer)

Common Stock, par value \$0.01 per share
(Title of Class of Securities)

596278101
(CUSIP Number)

**Nathaniel Sack, Esq.
Seyfarth Shaw LLP
55 East Monroe Street
Suite 4200
Chicago, IL 60603-5803
(312) 346-8000**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

December 9, 2003
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 596278101

1. Names of Reporting Persons
S.S. or I.R.S. Identification Nos. of above persons (entities only)
WILLIAM F. WHITMAN, JR. DECLARATION OF TRUST

2. Check the Appropriate Box if a Member of a Group

(a)
(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
N/A

5. Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
USA

Number of
Shares

7. Sole Voting Power
0

Beneficially
Owned by
Each
Reporting
Person
With

8. Shared Voting Power
1,898,974*

9. Sole Dispositive Power
0

10. Shared Dispositive Power
1,898,974*

11. Aggregate Amount Beneficially Owned by Each Reporting Person
1,898,974*

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
20.6%

14. Type of Reporting Person (See Instructions)
OO

* Includes shares beneficially owned by a trust whose beneficiary is the spouse of the reporting person's grantor.

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CUSIP No. 596278101

1. Names of Reporting Persons
S.S. or I.R.S. Identification Nos. of above persons (entities only)
THOMAS C. DANZIGER

2. Check the Appropriate Box if a Member of a Group

(a)
(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
N/A

5. Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
USA

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person
With

7. Sole Voting Power
0

8. Shared Voting Power
1,898,974**

9. Sole Dispositive Power
0

10. Shared Dispositive Power
1,898,974**

11. Aggregate Amount Beneficially Owned by Each Reporting Person
1,898,974**

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
20.6%

14. Type of Reporting Person (See Instructions)
IN

** Includes certain shares deemed to be beneficially owned by reporting person as trustee of two trusts.

*** Pursuant to Rule 13d-4 under the Securities Exchange Act of 1934, as amended, reporting person disclaims beneficial ownership of the securities reported in this Schedule 13D.

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Item 1. Security and Issuer.

This statement on Schedule 13D (this "Statement" or this "Schedule 13D") relates to the common stock, par value \$.01 per share (the "Common Stock"), of The Middleby Corporation, a Delaware corporation (the "Issuer" or "Middleby"). The principal executive office of the Issuer is located at 1400 Toastmaster Drive, Elgin, Illinois 60120.

Item 2. Identity and Background.

(a) - (c) This Statement is being filed by a group consisting of the following:

- (i) William F. Whitman, Jr. Declaration of Trust (the "Trust"); and
- (ii) Thomas C. Danziger, an individual, as sole trustee of the Trust ("Trustee").

The above are collectively referred to as the "Reporting Persons".

The principal business address of the Trust is c/o The Middleby Corporation, 1400 Toastmaster Drive, Elgin, Illinois 60120.

Trustee is the sole trustee of the Trust. Trustee's present principal occupation is attorney. Trustee's business address is Danziger & Danziger, 405 Park Avenue, New York, New York 10022.

(d) During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons has not a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Trustee is a citizen of the United States. The Trust was formed in the United States.

Item 3. Source and Amount of Funds or Other Consideration.

N/A

Item 4. Purpose of Transaction.

For tax planning purposes, on December 9, 2003, William F. Whitman, Jr. (the grantor of the Trust) assigned an aggregate of 1,643,674 shares of Common Stock that he beneficially owns to the Trust and his spouse assigned an aggregate of 255,300 shares of Common Stock to another trust whose grantor is Mr. Whitman's spouse. Trustee is the sole trustee of both trusts. The Whitmans, the trusts, and Trustee did not receive or pay any consideration in connection with such transactions. Under the terms of certain Irrevocable Trust Agreements, Mr. Whitman and his spouse have the right to acquire beneficial ownership of such securities within 60 days of the transfer.

Mr. Whitman is Chairman of the Board of the Issuer.

Trustee is the spouse of Laura B. Whitman, who is a director of the Issuer and the daughter of Mr. Whitman.

As of the date of this Amendment to this Schedule 13D, Reporting Persons have no plans or proposals which relate to, or would result in, any of the actions referred to in clauses (a) through (j) of Item 4 of Schedule 13D.

As the Reporting Persons meet the definition of a "group" for purposes of Section 13(d) of the Securities Act, this Schedule 13D has been filed by the Reporting Persons.

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Item 5. Interest in Securities of the Issuer.

(a) The Trust and the Trustee are each deemed to beneficially own 1,898,974 shares of Common Stock which represents approximately 20.6% of the 9,207,874 shares of Common Stock outstanding as reported by the Issuer in its Proxy Statement on Schedule 14A, which was filed

on November 24, 2003.

(b) Pursuant to the terms of certain Irrevocable Trust Agreements, the Trustee has the sole authority to direct the disposition and voting of the shares of Common Stock owned by the trusts.

(c) Other than the transaction described in Item 4 above, no transactions have been effected by any of the Reporting Persons during the past sixty days.

(d) The trusts have the right to receive any dividends from, or proceeds from the sale of, the securities. Trustee has the power to direct the receipt of dividends from, or proceeds from the sale of, such securities.

(e) N/A.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Pursuant to the terms of certain Irrevocable Trust Agreements, Trustee has the sole authority to direct the disposition and voting of the shares of Common Stock owned by the Trust and the trust granted by Mr. Whitman's spouse. However, under the terms of those agreements, Mr. Whitman and his spouse have the right to acquire beneficial ownership of such securities within 60 days of the transaction reported in this Schedule 13D.

Item 7. Material to be Filed as Exhibits.

- Exhibit 1 Irrevocable Trust Agreement, dated November 29, 2003, between William F. Whitman, Jr., as Grantor of the Trust, and Thomas C. Danziger, as Trustee of the Trust.
- Exhibit 2 Irrevocable Trust Agreement, dated November 29, 2003, between Barbara Whitman, as Grantor of the Trust, and Thomas C. Danziger, as Trustee of the Trust.

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SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: December 23, 2003

WILLIAM J. WHITMAN, JR. DECLARATION OF TRUST

Signature: /s/ Thomas C. Danziger, Sole Trustee

Name/Title: Thomas C. Danziger, Sole Trustee

THOMAS C. DANZIGER

Signature: /s/ Thomas C. Danziger

Name/Title: Thomas C. Danziger

ATTENTION: INTENTIONAL MISSTATEMENTS OR OMISSIONS OF FACT CONSTITUTE FEDERAL CRIMINAL VIOLATIONS (SEE 18 U.S.C. 1001).

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[SIGNATURE](#)

IRREVOCABLE TRUST AGREEMENT

This Trust Agreement is entered into this 29th day of November, 2003, between WILLIAM F. WHITMAN, JR., a resident of Martin County, Florida, the Grantor of the Trust, hereinafter referred to in the first person, and THOMAS C. DANZIGER, the Trustee of the Trust, hereinafter referred to as the "Trustee." Furthermore, any successor trustee shall be referred to herein as the "Trustee." This Trust may be referred to as the "WILLIAM F. WHITMAN, JR. IRREVOCABLE TRUST dated November 29, 2003."

ARTICLE I—DELIVERY AND IRREVOCABILITY

1.1 *DELIVERY.* I hereby irrevocably and unconditionally transfer, assign, convey and deliver to the Trustee the property described in Exhibit "A" attached hereto and made a part hereof.

1.2 *IRREVOCABILITY.* I hereby declare that this Trust Agreement is and shall be irrevocable and that I shall have no right to revoke, alter, amend or modify the Trust Agreement or any provision hereof, either alone or in conjunction with any other person. Therefore, in addition, I expressly waive all rights and powers which I might have to appoint this property to myself, my estate or the creditors of either and all rights and powers which I might have to remove the Trustee of this Trust and to appoint a successor trustee in the event of a vacancy. I have not reserved and hereby waive any ownership, management or control over the Trust or the trust property.

ARTICLE II—MANAGEMENT OF THE TRUST ESTATE DURING MY LIFETIME

2.1 *INCOME.* During my lifetime, the Trustee may pay to me all of the income of the Trust (which shall include capital gains and capital losses) at least quarterly as the Trustee, in the Trustee's discretion shall deem necessary from time to time for my health, education, maintenance and support, in accordance with my customary standard of living, without taking into account the income and other financial resources available to me for those purposes.

2.2 *PRINCIPAL.* During my lifetime, the Trustee may pay to me or expend for my benefit so much of the principal of the trust estate as the Trustee, in the Trustee's discretion shall deem necessary from time to time for my health, education, maintenance and support, in accordance with my customary standard of living, without taking into account the income and other financial resources available to me for those purposes.

2.3 *PARTIAL REVERSION.* On January 30th of each year, the Trustee shall distribute all of the assets then comprising the trust estate, including accumulated and undistributed income, other than the sum of One Thousand Dollars (\$1,000.00) to me.

2.4 *TERMINATION.* Upon my death, the remaining assets comprising the trust estate, including accumulated and undistributed income, shall be distributed by the Trustee to the Personal Representative of my Estate.

ARTICLE III—APPOINTMENTS

3.1 *SUCCESSOR TRUSTEES.* In the event of the inability to serve or resignation of THOMAS C. DANZIGER to serve as Trustee hereunder, the successor Trustee shall be such individual, trust company or bank with trust powers appointed by THOMAS C. DANZIGER. In no event shall I become the Trustee hereunder.

3.2 I hereby agree to indemnify and hold the Trustee harmless for any acts or omissions of the Trustee, provided such acts or omissions are not the result of willful misconduct or done in bad faith.

ARTICLE IV—ADMINISTRATIVE PROVISIONS

4.1 *RESIGNATION OF TRUSTEE.* Any Trustee may resign by written notice to such person designated as the successor Trustee pursuant to the provision of Section 3.1 of Article III hereof, or if none, to me. In the event no successor Trustee is eligible or willing to serve as the successor Trustee pursuant to the provisions of Section 3.1 of Article III hereof, the successor Trustee shall be appointed by the unanimous decision of my children.

4.2 *REMOVAL OF TRUSTEE.* My children may at any time remove any Trustee by instrument in writing delivered to the Trustee. Under no circumstances may I remove a Trustee of this Trust.

4.3 *COMPENSATION AND EXPENSES.* The Trustee shall be entitled to fair and reasonable compensation. Reasonable costs and expenses incurred by the Trustee shall be paid from or reimbursed from the trust property.

4.4 *NO BOND OR COURT ACCOUNTING REQUIRED.* No bond or surety is required of any Trustee. No Trustee shall be obligated to account to any court for the administration of any trust created under this instrument.

4.5 *NO DUTY TO EXAMINE PRIOR ACTS.* The Trustee shall not be personally liable for any act or omission of any predecessor Trustee. With the approval of the beneficiary then entitled to receive or have the benefit of the income from the Trust, a successor Trustee may accept the account rendered and the property received as a full and complete discharge of the predecessor Trustee.

4.6 **POWERS.** The primary purpose of this Trust is to provide a means for the management of the property comprising the Trust, including intangible personal property. The Trustee has full fiduciary powers over the Trust property as provided by Florida law. Any Trustee serving hereunder shall have all of the powers from time to time conferred upon Trustees by common and statutory law of the State of Florida and any other state in which this Trust is administered, from time to time, except to the extent a power would conflict with a provision in this instrument, in which case the provision of this instrument shall control. The power of the Trustee shall include the power to delegate investment responsibilities to an agent. The power of the Trustee shall include, by way of illustration and not by limitation, the following powers:

- A. To open, operate and maintain a securities brokerage account wherein any securities may be bought and sold on margin and to hypothecate or pledge, borrow upon, purchase and/or sell existing securities in such account as Trustee may deem appropriate and useful.
- B. To transfer or otherwise dispose of a trust asset, including by selling, conveying, encumbering, assigning delegating, alienating or abandoning, and
- C. To compromise, release, relinquish or waive any right or claim with respect to a trust asset.

4.7 **CONSTRUCTION AND GOVERNING LAW.** The section headings used are for convenience only and shall not be used to interpret this instrument. The law of the State of Florida shall govern the validity and interpretation of the provisions of this instrument.

ARTICLE V—EFFECTIVE DATE

If the Grantor and the Trustee execute this Agreement on different dates, the Effective Date of this Trust is defined as the date the Grantor signs the instrument.

IN WITNESS WHEREOF, the Grantor has executed this Agreement this 29th day of November, 2003.

WILLIAM F. WHITMAN, JR., Grantor

In our presence the foregoing instrument was declared by the above-named Grantor to be his Irrevocable Trust and it was signed by him. We have subscribed our names as witnesses in the presence of WILLIAM F. WHITMAN, JR., at his request and in the presence of each other after the Grantor signed his name, on November 29th, 2003.

_____ of _____

_____ of _____

ACKNOWLEDGMENT AND ACCEPTANCE OF TRUSTEE

THOMAS C. DANZIGER does hereby acknowledge the foregoing WILLIAM F. WHITMAN, JR. IRREVOCABLE TRUST AGREEMENT and agrees to serve as Trustee thereof pursuant to its terms and provisions.

DATED this 29th day of November, 2003, at New York.

Thomas C. Danziger, TRUSTEE

EXHIBIT "A"

The following assets are hereby dedicated to the WILLIAM F. WHITMAN, JR. IRREVOCABLE TRUST dated November 29th, 2003:
Ten (\$10.00) Dollars

Witnesses:

WILLIAM F. WHITMAN, JR., GRANTOR

As to GRANTOR

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IRREVOCABLE TRUST AGREEMENT

This Trust Agreement is entered into this 29th day of November, 2003, between BARBARA K. WHITMAN, a resident of Martin County, Florida, the Grantor of the Trust, hereinafter referred to in the first person, and THOMAS C. DANZIGER, the Trustee of the Trust, hereinafter referred to as the "Trustee." Furthermore, any successor trustee shall be referred to herein as the "Trustee." This Trust may be referred to as the "BARBARA K. WHITMAN IRREVOCABLE TRUST dated November 29, 2003."

ARTICLE I—DELIVERY AND IRREVOCABILITY

1.1 *DELIVERY.* I hereby irrevocably and unconditionally transfer, assign, convey and deliver to the Trustee the property described in Exhibit "A" attached hereto and made a part hereof.

1.2 *IRREVOCABILITY.* I hereby declare that this Trust Agreement is and shall be irrevocable and that I shall have no right to revoke, alter, amend or modify the Trust Agreement or any provision hereof, either alone or in conjunction with any other person. Therefore, in addition, I expressly waive all rights and powers which I might have to appoint this property to myself, my estate or the creditors of either and all rights and powers which I might have to remove the Trustee of this Trust and to appoint a successor trustee in the event of a vacancy. I have not reserved and hereby waive any ownership, management or control over the Trust or the trust property.

ARTICLE II—MANAGEMENT OF THE TRUST ESTATE DURING MY LIFETIME

2.3 *INCOME.* During my lifetime, the Trustee may pay to me all of the income of the Trust (which shall include capital gains and capital losses) at least quarterly as the Trustee, in the Trustee's discretion shall deem necessary from time to time for my health, education, maintenance and support, in accordance with my customary standard of living, without taking into account the income and other financial resources available to me for those purposes.

2.4 *PRINCIPAL.* During my lifetime, the Trustee may pay to me or expend for my benefit so much of the principal of the trust estate as the Trustee, in the Trustee's discretion shall deem necessary from time to time for my health, education, maintenance and support, in accordance with my customary standard of living, without taking into account the income and other financial resources available to me for those purposes.

2.3 *PARTIAL REVERSION.* On January 30th of each year, the Trustee shall distribute all of the assets then comprising the trust estate, including accumulated and undistributed income, other than the sum of One Thousand Dollars (\$1,000.00) to me.

2.4 *TERMINATION.* Upon my death, the remaining assets comprising the trust estate, including accumulated and undistributed income, shall be distributed by the Trustee to the Personal Representative of my Estate.

ARTICLE III—APPOINTMENTS

3.2 *SUCCESSOR TRUSTEES.* In the event of the inability to serve or resignation of THOMAS C. DANZIGER to serve as Trustee hereunder, the successor Trustee shall be such individual, trust company or bank with trust powers appointed by THOMAS C. DANZIGER. In no event shall I become the Trustee hereunder.

3.2 I hereby agree to indemnify and hold the Trustee harmless for any acts or omissions of the Trustee, provided such acts or omissions are not the result of willful misconduct or done in bad faith.

ARTICLE IV—ADMINISTRATIVE PROVISIONS

4.1 *RESIGNATION OF TRUSTEE.* Any Trustee may resign by written notice to such person designated as the successor Trustee pursuant to the provision of Section 3.1 of Article III hereof, or if none, to me. In the event no successor Trustee is eligible or willing to serve as the successor Trustee pursuant to the provisions of Section 3.1 of Article III hereof, the successor Trustee shall be appointed by the unanimous decision of my children.

4.2 *REMOVAL OF TRUSTEE.* My children may at any time remove any Trustee by instrument in writing delivered to the Trustee. Under no circumstances may I remove a Trustee of this Trust.

4.3 *COMPENSATION AND EXPENSES.* The Trustee shall be entitled to fair and reasonable compensation. Reasonable costs and expenses incurred by the Trustee shall be paid from or reimbursed from the trust property.

4.4 *NO BOND OR COURT ACCOUNTING REQUIRED.* No bond or surety is required of any Trustee. No Trustee shall be obligated to account to any court for the administration of any trust created under this instrument.

4.5 *NO DUTY TO EXAMINE PRIOR ACTS.* The Trustee shall not be personally liable for any act or omission of any predecessor Trustee. With the approval of the beneficiary then entitled to receive or have the benefit of the income from the Trust, a successor Trustee may accept the account rendered and the property received as a full and complete discharge of the predecessor Trustee.

4.6 **POWERS.** The primary purpose of this Trust is to provide a means for the management of the property comprising the Trust, including intangible personal property. The Trustee has full fiduciary powers over the Trust property as provided by Florida law. Any Trustee serving hereunder shall have all of the powers from time to time conferred upon Trustees by common and statutory law of the State of Florida and any other state in which this Trust is administered, from time to time, except to the extent a power would conflict with a provision in this instrument, in which case the provision of this instrument shall control. The power of the Trustee shall include the power to delegate investment responsibilities to an agent. The power of the Trustee shall include, by way of illustration and not by limitation, the following powers:

- D. To open, operate and maintain a securities brokerage account wherein any securities may be bought and sold on margin and to hypothecate or pledge, borrow upon, purchase and/or sell existing securities in such account as Trustee may deem appropriate and useful.
- E. To transfer or otherwise dispose of a trust asset, including by selling, conveying, encumbering, assigning delegating, alienating or abandoning, and
- F. To compromise, release, relinquish or waive any right or claim with respect to a trust asset.

4.7 **CONSTRUCTION AND GOVERNING LAW.** The section headings used are for convenience only and shall not be used to interpret this instrument. The law of the State of Florida shall govern the validity and interpretation of the provisions of this instrument.

ARTICLE V—EFFECTIVE DATE

If the Grantor and the Trustee execute this Agreement on different dates, the Effective Date of this Trust is defined as the date the Grantor signs the instrument.

IN WITNESS WHEREOF, the Grantor has executed this Agreement this 29th day of November, 2003.

BARBARA K. WHITMAN, Grantor

In our presence the foregoing instrument was declared by the above-named Grantor to be her Irrevocable Trust and it was signed by her. We have subscribed our names as witnesses in the presence of BARBARA K. WHITMAN, at her request and in the presence of each other after the Grantor signed her name, on November 29th, 2003.

_____ of _____

_____ of _____

ACKNOWLEDGMENT AND ACCEPTANCE OF TRUSTEE

THOMAS C. DANZIGER does hereby acknowledge the foregoing BARBARA K. WHITMAN IRREVOCABLE TRUST AGREEMENT and agrees to serve as Trustee thereof pursuant to its terms and provisions.

DATED this 29th day of November, 2003, at New York.

Thomas C. Danziger, TRUSTEE

EXHIBIT "A"

The following assets are hereby dedicated to the BARBARA K. WHITMAN IRREVOCABLE TRUST dated November 29, 2003:

Ten (\$10.00) Dollars

Witnesses:

BARBARA K. WHITMAN, GRANTOR

As to GRANTOR

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