

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

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 5)***

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. Name of Reporting Person
S.S. or I.R.S. Identification No. of above person
WILLIAM F. WHITMAN, JR.

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
20,000*

Beneficially
Owned by
Each
Reporting
Person
With

8. Shared Voting Power
0

9. Sole Dispositive Power
20,000*

10. Shared Dispositive Power
0

11. Aggregate Amount Beneficially Owned by Each Reporting Person
1,918,974**

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

13. Percent of Class Represented by Amount in Row (11)
20.8%

14. Type of Reporting Person (See Instructions)
IN

* Includes shares beneficially owned by W.F. Whitman Family Foundation, Inc.

** Includes shares beneficially owned by two trusts whose grantors are reporting person and reporting person's spouse, respectively.

Page 2 of 5

Item 1. Security and Issuer

This Amendment to this statement on Schedule 13D (this "Statement" or this "Schedule 13D") relates to the common stock, par value \$0.01 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) Name: William F. Whitman, Jr.

(b) The principal business address of Mr. Whitman is c/o The Middleby Corporation, 1400 Toastmaster Drive, Elgin, Illinois 60120.

(c) Mr. Whitman is Chairman of the Issuer. The Issuer's principal business is the manufacturing of food service equipment.

(d) During the last five years, Mr. Whitman has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, Mr. Whitman has not been 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) Citizenship: USA

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. and his spouse assigned an aggregate of 1,898,974 shares of Common Stock that they beneficially own to two trusts whose grantors are Mr Whitman and his spouse, respectively. Thomas C. Danziger is the sole trustee of both trusts. The Whitmans, the trusts, and the trustee of the trusts 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.

As of the date of this Amendment to this Schedule 13D, Mr. Whitman has 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.

Page 3 of 5

Item 5. Interest in Securities of the Issuer.

(a) Pursuant to Rule 13d-3(d)(1)(i) under the Exchange Act, reporting person is deemed to be the beneficial owner of 1,898,974 securities

because reporting person and his spouse have the right to acquire beneficial ownership of such securities within 60 days of the transfer pursuant to the terms of an Irrevocable Trust Agreement.

Mr. Whitman is deemed to beneficially own an aggregate of 1,918,974 shares of Common Stock which represents approximately 20.8% 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.

While the securities are assigned to the trusts, Thomas C. Danziger, the sole trustee of the trusts, has sole power to vote or to direct the vote and sole power to dispose or to direct the disposition of the securities. Mr. Danziger is the spouse of Laura B. Whitman, a director of the Issuer and Mr. Whitman's daughter.

(b) Mr. Whitman has sole power to vote or to direct the vote and sole power to dispose or to direct the disposition of 20,000 shares of Common Stock held in the name of W.F. Whitman Family Foundation, Inc.

Pursuant to the terms of certain Irrevocable Intangible 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) On December 8, 2003, Mr. Whitman made a gift of 20,000 shares of Common Stock to the W.F. Whitman Family Foundation, Inc.

On October 23, 2003, Mr. Whitman redeemed 44,797 shares of Common Stock to the Company, at a price of \$18.47 per share, the closing market price on that date, as payment for certain option exercise transactions.

(d) The trusts (described in Item 4 above) have the right to receive any dividends from, or proceeds from the sale of, the securities. The trustee of the trust has the power to direct the receipt of dividends from, or the 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, the trustee of the trusts has the sole authority to direct the disposition and voting of the shares of Common Stock owned by the trusts. However, under the terms of that agreement, 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.

Page 4 of 5

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

Signature: /s/ William J. Whitman, Jr.

Name/Title: William J. Whitman, Jr.

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

Page 5 of 5

QuickLinks

[Item 5. Interest in Securities of the Issuer.](#)

[Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.](#)

[Item 7. Material to be Filed as Exhibits.](#)

[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

QuickLinks

[EXHIBIT 1](#)

[IRREVOCABLE TRUST AGREEMENT](#)
[ARTICLE I—DELIVERY AND IRREVOCABILITY](#)
[ARTICLE II—MANAGEMENT OF THE TRUST ESTATE DURING MY LIFETIME](#)
[ARTICLE III—APPOINTMENTS](#)
[ARTICLE IV—ADMINISTRATIVE PROVISIONS](#)
[ARTICLE V—EFFECTIVE DATE](#)
[ACKNOWLEDGMENT AND ACCEPTANCE OF TRUSTEE](#)
[EXHIBIT "A"](#)

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

QuickLinks

[EXHIBIT 2](#)

[IRREVOCABLE TRUST AGREEMENT](#)
[ARTICLE I—DELIVERY AND IRREVOCABILITY](#)
[ARTICLE II—MANAGEMENT OF THE TRUST ESTATE DURING MY LIFETIME](#)
[ARTICLE III—APPOINTMENTS](#)
[ARTICLE IV—ADMINISTRATIVE PROVISIONS](#)
[ARTICLE V—EFFECTIVE DATE](#)
[ACKNOWLEDGMENT AND ACCEPTANCE OF TRUSTEE](#)
[EXHIBIT "A"](#)