

# SECURITIES AND EXCHANGE COMMISSION

## FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **1996-01-11**  
SEC Accession No. **0000893750-96-000017**

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### SUBJECT COMPANY

#### HUNT MANUFACTURING CO

CIK: **49146** | IRS No.: **210481254** | State of Incorporation: **PA** | Fiscal Year End: **1130**  
Type: **SC 13D** | Act: **34** | File No.: **005-10075** | Film No.: **96502790**  
SIC: **3950** Pens, pencils & other artists' materials

Mailing Address  
230 S BROAD STREET  
PHILADELPHIA PA 19102

Business Address  
230 S BROAD ST  
PHILADELPHIA PA 19102  
2157327700

### FILED BY

#### BARTOL MARY F

CIK: **1005707**  
Type: **SC 13D**

Business Address  
3700 BELL ATLANTIC TOWER  
PHILADELPHIA PA 19103  
2159945110

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

SCHEDULE 13D

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

Hunt Manufacturing Co.

(Name of Issuer)

Common Stock, par value \$.01 share

(Title of Class of Securities)

445636-10-3

(CUSIP Number)

David B. Chapnick, Esq.  
425 Lexington Avenue, New York, N.Y. 10017

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

November 16, 1995  
(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 which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(b) (3) or (4), check the following box /\_\_/.

Check the following box if a fee is being paid with the statement /x/. (A fee is not required only if the reporting person: (1) has a previous statement on file reporting beneficial ownership of more than five percent of the class of securities described in Item 1; and (2) has filed no amendment subsequent thereto reporting beneficial ownership of five percent or less of such class.) (See Rule 13d-7.)

Note: Six copies of this statement, including all exhibits, should be filed with the Commission. See Rule 13d-1(a) for other parties to whom copies are to be sent.

\*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 disclosures provided in a prior cover page.

The information required on 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).

SCHEDULE 13D

CUSIP No. 445636-10-3 Page 2 of 10 Pages

1 NAME OF REPORTING PERSON

S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

Mary F. Bartol

###-##-####

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(a) /\_\_/

(b) /\_\_/

3 SEC USE ONLY

4 SOURCE OF FUNDS\*

Not Applicable

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS

2(d) or 2(e)

/\_\_/

6 CITIZENSHIP OR PLACE OF ORGANIZATION

U.S.A.

NUMBER OF

SHARES

BENEFICIALLY OWNED BY?

EACH

REPORTING

PERSON

WITH 7 SOLE VOTING POWER

0

8 SHARED VOTING POWER

9 SOLE DISPOSITIVE POWER

0

10 SHARED DISPOSITIVE POWER

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

0

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES\*  
/\_\_\_/

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)

0

14 TYPE OF REPORTING PERSON\*

IN

\*SEE INSTRUCTIONS BEFORE FILLING OUT!

INCLUDE BOTH SIDES OF THE COVER PAGE, RESPONSES TO ITEMS 1-7  
(INCLUDING EXHIBITS) OF THE SCHEDULE AND THE SIGNATURE ATTESTATION

Item 1. Security and Issuer.

This statement relates to the Common Stock, \$.01 par value  
("Shares"), of Hunt Manufacturing Co. (the "Company"). The Company's address  
is 2005 Market Street, Philadelphia, Pennsylvania 19103.

Item 2. Identity and Background.

Mary F. Bartol  
c/o Bove and Associates  
3700 Bell Atlantic Tower  
Philadelphia, PA 19103

Mrs. Bartol is engaged in philanthropic activities and does not  
otherwise have a principal occupation. Mrs. Bartol is a United States citizen.

Mrs. Bartol has not been convicted of a crime (excluding traffic  
violations or similar misdemeanors), or has been a party to any civil, judicial  
or administrative proceeding which resulted in such person being 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.

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

Not applicable.

Item 4. Purpose of Transaction.

Mrs. Bartol received the Shares that she held in distributions from family partnerships and a family trust. On December 19, 1995, Mrs. Bartol sold all of her Shares to the Company for an aggregate price of \$35,090,692.

Item 5. Interest in Securities of the Issuer.

Mrs. Bartol no longer owns any shares. Mrs. Bartol received distributions from family partnerships and a family trust on November 13, 15, 16 and 28, 1995, each in the amount of 350,877 shares, and on November 29, 1995 in the amount of 746,657 Shares, On December 19, 1995, Mrs. Bartol sold all of her Shares to the Company. Mrs. Bartol has had no other transactions in Shares in the past 60 days.

Item 6. Contracts, Arrangements, Undertakings or Relationships with Respect to Securities of the Issuer.

On December 19, 1995, Mrs. Bartol and the Company entered into a Stock Purchase Agreement providing for the sale by Mrs. Bartol to the Company of all shares owned by Mrs. Bartol. The transaction took place on December 19, 1995.

Item 7. Material to be Filed as Exhibits.

1. Stock Purchase Agreement dated December 19, 1995 between Hunt Manufacturing Co. and Mary F. Bartol.

SIGNATURE

After reasonable inquiry and to the best of her knowledge and belief, the undersigned certifies that the information set forth in this Statement on Schedule 13D is true, complete and correct.

DATED: January 5, 1996

Mary F. Bartol  
Mary F. Bartol

EXHIBIT 1

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT (this "Agreement"), dated as of December 19, 1995, by and between Mary F. Bartol ("Shareholder") and HUNT MANUFACTURING CO., a Pennsylvania corporation (the "Company").

W I T N E S S E T H :

WHEREAS, Shareholder desires to sell 2,150,165 Common Shares, par value \$.10 per share, of the Company (the "Shares") to the Company, and the Company desires to purchase the Shares from the Shareholder, on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Sale of Shares

1.1 Sale of Shares. Pursuant to the terms of this Agreement, at the Closing (as hereinafter defined), Shareholder shall sell, transfer, assign and deliver the Shares to the Company, and the Company shall purchase and acquire the Shares from Shareholder.

1.2 Purchase Price and Payment. The aggregate purchase price (the "Purchase Price") for the Shares shall be \$35,090,692, representing a per share amount equal to \$16.32.

2. Closing

2.1 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place immediately following the execution and delivery of this Agreement.

2.2 Deliveries by the Company to Shareholder. At the Closing, the Company shall pay the Purchase Price to Shareholder by wire transfer of federal funds or by delivery of a Company check.

2.3 Deliveries by Shareholder to the Company. At the Closing, Shareholder shall deliver, or shall cause to be delivered, to the Company, certificates evidencing the Shares, accompanied by stock powers and such other documents as may be reasonably requested by the Company, or such other evidence of transfer and assignment as the Company may reasonably request.

3. Representations and Warranties of Shareholder.

Shareholder hereby represents and warrants to the Company as follows:

3.1 Authority, etc. Shareholder has full right, power, authority and capacity to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Shareholder and (assuming the due authorization, execution and delivery hereof by the Company) constitutes the legal, valid and binding obligation of Shareholder, enforceable against her in accordance with its terms, except as may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws affecting the enforcement of creditors' rights and remedies generally, and subject as to enforceability to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.2 Consents. No consent, approval, waiver, license or authorization or other action by or filing with any person or governmental authority is required on the part of Shareholder in connection with the execution and delivery by Shareholder of this Agreement or the consummation by Shareholder of the transactions contemplated hereby.

3.3 Ownership of Shares. The Shares are owned lawfully of record and beneficially by Shareholder, free and clear of all liens, encumbrances, restrictions and claims of every kind whatsoever, and upon purchase of the Shares by the Company in accordance with the terms of this Agreement, the Company shall have acquired good title to such Shares free and clear of all liens, encumbrances, restrictions and claims of every kind whatsoever.

3.4 Access to Information. Shareholder has had an opportunity to discuss the Company's business, management and financial affairs with its management and to obtain all information which she believes necessary to an informed decision to sell the Shares. Shareholder is well-versed in financial matters and is able to protect her interests in connection with the transactions contemplated hereby by reason of (a) her relationships with the Company and certain of its officers and directors; (b) her sophisticated business and financial experience; and (c) the sophisticated business and financial experience of her financial advisor and other advisors.

3.5 No Other Representations. Other than as specifically set forth in this Agreement, Shareholder has made no representations or warranties (written or oral, express or implied) to the Company in respect of the transactions contemplated hereby.

4. Representations and Warranties of the Company. The Company hereby represents and warrants to Shareholder as follows:

4.1 Authority, etc. The Company has full corporate power and authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. The execution and delivery of this Agreement by the Company and the consummation and performance of the transactions contemplated hereby have been duly and validly authorized by all



necessary corporate action on the part of the Company. This Agreement has been duly and validly executed and delivered by the Company and (assuming the due execution and delivery hereof by Shareholder) constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws affecting the enforcement of creditors' rights and remedies generally, and subject as to enforceability to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.2 Consents. No consent, approval, waiver, license or authorization or other action by or filing with any person or governmental authority is required on the part of the Company in connection with the execution and delivery by the Company of this Agreement or the consummation by the Company of the transactions contemplated hereby.

4.3 Bylaws. Section 9.01 of the Bylaws of the Company (a correct copy of which is attached as Annex I hereto) was duly adopted by the Board of Directors of the Company on or before July 26, 1990 and currently is in full force and effect.

4.4 No Other Representations. Other than as specifically set forth in this Agreement, the Company has made no representations or warranties (written or oral, express or implied) to Shareholder in respect of the transactions contemplated hereby.

## 5. Indemnification.

(a) The Company shall indemnify and hold harmless Shareholder against any and all losses, liabilities, claims, damages and expenses whatsoever as incurred (including but not limited to attorneys' fees and any and all expenses whatsoever incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation), to which she may become subject, insofar as such losses, liabilities, claims, damages or expenses (or actions in respect thereof) arise out of or are based upon any inaccuracy in the representations and warranties of the Company contained herein or any failure of the Company to perform its obligations hereunder; and will reimburse Shareholder for any legal and other expenses as such expenses are reasonably incurred in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action.

(b) Shareholder shall indemnify and hold harmless the Company against any and all losses, liabilities, claims, damages and expenses whatsoever as incurred (including but not limited to attorneys' fees and any and all expenses whatsoever incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation), to which it may become subject, insofar as such losses, liabilities, claims, damages or expenses (or actions in respect thereof) arise out of or are based upon any

inaccuracy in the representations and warranties of Shareholder contained herein or any failure of Shareholder to perform its obligations hereunder; and will reimburse the Company for any legal and other expenses as such expenses are reasonably incurred in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action.

6. Survival. The representations and warranties made herein shall survive the execution and delivery of this Agreement and the Closing.

7. Further Assurances. Each party hereto shall execute and deliver such other documents or agreements as may be necessary or desirable for the implementation of this Agreement and the consummation of the transactions contemplated hereby.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, heirs and personal representatives.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same document.

10. Governing Law. This Agreement, and all matters relating hereto, shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania as in effect from time to time, without regard to any principles of choice of laws or conflicts of law.

11. Section and Other Headings. The section and other headings contained in the Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

12. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior negotiations, agreements, understandings or arrangements between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed and delivered on the day and year first above written.

HUNT MANUFACTURING CO.

By: William E. Chandler  
Name:  
Title:

Mary F. Bartol by

Richard Bove, attorney in fact  
Name: