

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

SCHEDULE 13D  
Under the Securities Exchange Act of 1934\*

LENNOX INTERNATIONAL INC.

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(Name of Issuer)

Common Stock, par value \$0.01 per share

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(Title of Class of Securities)

526107 10 7

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(CUSIP Number)

Thomas W. Booth, 2140 Lake Park Blvd., Richardson, Texas 75080  
(972) 497-5000

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

July 28, 1999

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(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 Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. [ ]

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7(b) for other parties to whom copies are to be sent.

\*The remainder of this cover page should 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).

(1) Names of Reporting Persons I.R.S. Identification Nos. of Above Persons (entities only)

Thomas W. Booth

(2) Check the Appropriate Box if a Member of a Group

(a) ..... [ ]  
(b) ..... [ ]

(3) SEC Use Only

(4) Source of Funds

PF

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

[ ]

(6) Citizenship or Place of Organization

United States Citizen

Number of Shares Beneficially Owned by Each Reporting Person With	(7)	Sole Voting Power	691,367 shares
	(8)	Shared Voting Power	2,260,912 shares
	(9)	Sole Dispositive Power	691,367 shares
	(10)	Shares Dispositive Power	2,260,912 shares

(11) Aggregate Amount Beneficially Owned by Each Reporting Person

2,952,279 shares

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

[ ]

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

6.6%

(14) Type of Reporting Person (See Instructions)

IN

## Item 1. SECURITY AND ISSUER

This statement relates to the shares (the "Shares") of common stock, par value \$.01 per share (the "Common Stock"), of Lennox International Inc., a Delaware corporation (the "Company"), which has its principal executive offices at 2140 Lake Park Blvd., Richardson, Texas 75080.

## Item 2. IDENTITY AND BACKGROUND

This statement is filed by Thomas W. Booth, whose principal business address is 2140 Lake Park Blvd., Richardson, Texas 75080. Mr. Booth is the Director, Business Development of Heatcraft Inc., a subsidiary of the Company, and is a member of the Board of Directors of the Company. Mr. Booth is a citizen of the United States.

The remaining sub-items of Item 2 are not applicable to Mr. Booth.

## Item 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

On July 28, 1999, Richard W. Booth, the father of Mr. Booth and a director of the Company, contributed 160,000 shares of Common Stock to The Booth Family Charitable Lead Annuity Trust (the "Charitable Trust"). Mr. Booth is a co-trustee of the Charitable Trust. All other Shares beneficially owned by Mr. Booth were acquired primarily through a combination of inheritance, gift, the Company's former dividend reinvestment plan and the purchase of shares from other stockholders.

## Item 4. PURPOSE OF THE TRANSACTION

Mr. Booth acquired the Shares beneficially owned by him for investment. Mr. Booth does not have any plans, nor has he made proposals, which relate to or would result in any of the events enumerated in paragraphs (a) through (j) of Item 4 to Schedule 13D. However, Mr. Booth reserves the right to acquire additional shares, to dispose of shares or to formulate other purposes, plans or proposals to the extent he deems advisable in light of his personal investment needs (and, in his capacity as trustee of the trusts described in Item 5, the investment needs of such trusts), market conditions and other factors.

## Item 5. INTEREST IN SECURITIES OF THE ISSUER

(a) As of August 12, 1999, Mr. Booth beneficially owns an aggregate of 2,952,279 shares of Common Stock, constituting approximately 6.6% of the outstanding shares of Common Stock.

(b) Mr. Booth directly beneficially owns 648,830 shares of Common Stock, constituting approximately 1.4% of the outstanding shares of Common Stock. Mr. Booth has the sole power to dispose of and vote such shares. Mr. Booth is deemed to directly beneficially own an aggregate of 2,475 shares of Common Stock subject to options previously granted by the Company that are currently exercisable or will become exercisable within 60 days of the date of the filing of this Schedule 13D. Such shares represent approximately 0.01% of the outstanding shares of Common Stock. In the event Mr. Booth exercises such options, he will have sole power to vote and dispose of the shares issued upon such exercise. Mr. Booth may also be deemed to indirectly beneficially own 40,062 shares of Common Stock owned by the Thomas W. Booth Trust (the "T.B. Trust"). Mr. Booth is the sole trustee of the T.B. Trust and in such capacity has the sole power to dispose of and vote the Shares held by the T.B. Trust. The shares of Common Stock owned by the T.B. Trust represent approximately 0.1% of the outstanding shares of Common Stock. Mr. Booth may be deemed to indirectly beneficially own 2,029,731 shares of Common Stock owned by the Trusts for the benefit of Richard W. Booth (the "R.B. Trusts"). Mr. Booth is a co-trustee of the R.B. Trusts and in such capacity shares the power to dispose of and vote the Shares held by the R.B. Trusts. The shares of Common Stock owned by the R.B. Trusts represent approximately 4.5% of the outstanding shares of Common Stock. Mr. Booth may be deemed to indirectly beneficially own 160,000 shares of Common Stock owned by the Charitable Trust. Mr. Booth is a co-trustee of the Charitable Trust and in such capacity shares the power to dispose of and vote the Shares held by the Charitable Trust. The shares of Common Stock owned by the Charitable Trust represents approximately 0.4% of the outstanding shares of Common Stock. Mr. Booth may be deemed to indirectly beneficially own 71,181 shares of Common Stock owned by his two minor children. Mr. Booth shares the power to dispose of and vote the Shares held by his children. The shares of Common Stock owned by Mr. Booth's children represent 0.2% of the outstanding shares of Common Stock.

(c) The only transaction effected by Mr. Booth in the past sixty days was the gift of 160,000 shares of Common Stock described in Item 3. above.

Item 6.

CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Pursuant to a Lock-Up Letter executed by Mr. Booth on July 28, 1999 in connection with the Company's initial public offering, Mr. Booth has agreed that, without the prior written consent of Morgan Stanley & Co. Incorporated on behalf of the underwriters in the Company's initial public offering, he will not, during the period ending 180 days after July 28, 1999, offer, pledge, sell or otherwise transfer or dispose of any shares of Common Stock, subject to certain exceptions.

Item 7.

MATERIAL TO BE FILED AS EXHIBITS.

Exhibit 1 - Lock-Up Letter, dated July 28, 1999, executed by  
Thomas W. Booth.

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: August 12, 1999

/s/ Thomas W. Booth

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Thomas W. Booth

INDEX TO EXHIBIT

EXHIBIT  
NUMBER  
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DESCRIPTION  
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1            Lock-Up Letter, dated July 28, 1999, executed by Thomas W. Booth.

## FORM OF LOCK-UP LETTER

July 26, 1999

Morgan Stanley & Co. Incorporated  
 Credit Suisse First Boston Corporation  
 Warburg Dillon Read LLC  
 Morgan Stanley & Co. International Limited  
 Credit Suisse First Boston (Europe) Limited  
 UBS AG acting through its division  
 Warburg Dillon Read  
 c/o Morgan Stanley & Co. Incorporated  
 1585 Broadway  
 New York, NY 10036

Ladies and Gentlemen:

The undersigned understands that Morgan Stanley & Co. Incorporated and Morgan Stanley & Co. International Limited (collectively "MORGAN STANLEY" propose to enter into an Underwriting Agreement (the "UNDERWRITING AGREEMENT") with Lennox International Inc., a Delaware corporation (the "COMPANY"), providing for the public offering (the "PUBLIC OFFERING") by the several Underwriters, including Morgan Stanley (the "UNDERWRITERS"), of shares (the "SHARES") of the common stock, par value \$.01 per share, of the Company (the "COMMON STOCK").

To induce the Underwriters that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of Morgan Stanley on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 180 days after the date of the final prospectus relating to the Public Offering (the "PROSPECTUS"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise; PROVIDED, HOWEVER, that the undersigned shall be permitted to make a bona fide gift of shares of Common Stock during such period if the undersigned delivers to Morgan Stanley a letter substantially similar to this letter executed by the donee. The foregoing sentence shall not apply to (a) the sale of any Shares to the Underwriters pursuant to the Underwriting Agreement or (b) transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Public Offering. In addition, the undersigned agrees that, without the prior written consent of Morgan Stanley on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 180 days after the date of the Prospectus, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriters.

Please sign your name or names exactly as printed below. For a joint account, each joint owner should sign. Persons signing in a representative capacity should indicate their capacity.

Very truly yours,

/s/ THOMAS W. BOOTH

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 (Name)