

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

Under the Securities Exchange Act of 1934
(Amendment No. 4)*

THE SCOTTS COMPANY

(Name of Issuer)

COMMON SHARES, WITHOUT PAR VALUE

(Title of Class of Securities)

810 186 106

(CUSIP Number)

ROB MCMAHON
c/o HAGEDORN PARTNERSHIP, L.P.
800 PORT WASHINGTON BLVD.
PORT WASHINGTON, NJ 08540

WITH A COPY TO:

RICHARD L. GOLDBERG
PROSKAUER ROSE LLP
1585 BROADWAY
NEW YORK, NY 10036

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

SEPTEMBER 4, 2002

(Date of Event which Requires Filing of This Statement)

* 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 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 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).

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 Rule 13d-1(e), 13d-1(f) or 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 Rule 13d-7(b) for other parties to whom copies are to be sent.

SCHEDULE 13D

CUSIP No. 810 186 106

1 NAME OF REPORTING PERSONS
Hagedorn Partnership, L.P.
I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY) EIN 11-3265232

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP*
(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*: 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION: DELAWARE

	7	SOLE VOTING POWER
NUMBER OF	-0-	
SHARES		
BENEFICIALLY	8	SHARED VOTING POWER
OWNED BY	10,044,113	
EACH	9	SOLE DISPOSITIVE POWER
REPORTING	-0-	
PERSON	10	SHARED DISPOSITIVE POWER
WITH	10,044,113	

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
10,044,113

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

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
33.8%

14 TYPE OF REPORTING PERSON*: PN

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

SCHEDULE 13D

CUSIP No. 810 186 106

1 NAME OF REPORTING PERSONS

Katherine Hagedorn Littlefield

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

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

(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*: 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION: United States of America

7 SOLE VOTING POWER

NUMBER OF
SHARES

-0-

8 SHARED VOTING POWER

BENEFICIALLY

OWNED BY
EACH

10,044,113

9 SOLE DISPOSITIVE POWER

REPORTING

186,600

PERSON

10 SHARED DISPOSITIVE POWER

WITH

9,857,513

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

10,044,113

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

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

33.8%

14 TYPE OF REPORTING PERSON*: IN

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

SCHEDULE 13D

CUSIP No. 810 186 106

1 NAME OF REPORTING PERSONS

James Hagedorn

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

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

(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*: 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION: United States of America

7 SOLE VOTING POWER

NUMBER OF
SHARES

-0-

8 SHARED VOTING POWER

BENEFICIALLY

OWNED BY
EACH

10,044,113

9 SOLE DISPOSITIVE POWER

REPORTING

226,600

PERSON

10 SHARED DISPOSITIVE POWER

WITH

9,857,513

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

10,044,113

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

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

33.8%

14 TYPE OF REPORTING PERSON*: IN

*SEE INSTRUCTIONS BEFORE FILLING OUT!

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SCHEDULE 13D

CUSIP No. 810 186 106

1 NAME OF REPORTING PERSONS

Paul Hagedorn

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

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

(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*: 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION: United States of America

7 SOLE VOTING POWER

NUMBER OF
SHARES

-0-

8 SHARED VOTING POWER

BENEFICIALLY

OWNED BY
EACH

10,044,113

9 SOLE DISPOSITIVE POWER

REPORTING

156,620

PERSON

10 SHARED DISPOSITIVE POWER

WITH

9,885,493

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

10,044,113

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

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

33.8%

14 TYPE OF REPORTING PERSON*: IN

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SCHEDULE 13D

CUSIP No. 810 186 106

1 NAME OF REPORTING PERSONS

Peter Hagedorn

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

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

(a)
 (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*: 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
 PURSUANT TO ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION: United States of America

7 SOLE VOTING POWER

NUMBER OF -0-

SHARES

BENEFICIALLY

8 SHARED VOTING POWER

OWNED BY 10,044,113

EACH 9 SOLE DISPOSITIVE POWER

REPORTING 101,970

PERSON 10 SHARED DISPOSITIVE POWER

WITH 9,942,143

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

10,044,113

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

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

33.8%

14 TYPE OF REPORTING PERSON*: IN

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SCHEDULE 13D

CUSIP No. 810 186 106

1 NAME OF REPORTING PERSONS

Robert Hagedorn

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

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

(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*: 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION: United States of America

7 SOLE VOTING POWER

NUMBER OF -0-

SHARES

8 SHARED VOTING POWER

BENEFICIALLY

OWNED BY 10,044,113

EACH 9 SOLE DISPOSITIVE POWER

REPORTING

196,600

PERSON

10 SHARED DISPOSITIVE POWER

WITH

9,847,513

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

10,044,113

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

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

33.8%

14 TYPE OF REPORTING PERSON*: IN

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SCHEDULE 13D

CUSIP No. 810 186 106

1 NAME OF REPORTING PERSONS

Susan Hagedorn

I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)

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

(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS*: 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO ITEMS 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION: United States of America

7 SOLE VOTING POWER

NUMBER OF -0-

SHARES

8 SHARED VOTING POWER

BENEFICIALLY

OWNED BY 10,044,113

EACH 9 SOLE DISPOSITIVE POWER

REPORTING

196,600

PERSON

10 SHARED DISPOSITIVE POWER

WITH

9,847,513

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

10,044,113

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

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

33.8%

14 TYPE OF REPORTING PERSON*: IN

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(INCLUDING EXHIBITS) OF THE SCHEDULE, AND THE SIGNATURE ATTESTATION.

ITEM 1. SECURITY AND ISSUER

By this Amendment No. 4, Hagedorn Partnership, L.P. (the "Partnership") further amends and supplements the responses to Items 2, 3, 4 and 7 of its Statement on Schedule 13D, as heretofore amended (the "Schedule 13D"), filed with respect to the common shares, without par value (the "Shares"), of The Scotts Company, an Ohio corporation ("Scotts"). Capitalized terms not otherwise defined have the meanings set forth in the Schedule 13D. Scotts' principal executive offices are located at 14111 Scottslawn Road, Marysville, Ohio 43041.

ITEM 2. IDENTITY AND BACKGROUND

The information set forth in Schedule I filed with Amendment No. 2 to the Schedule 13D is hereby amended to state that James Hagedorn was appointed President and Chief Executive Officer of Scotts in May 2001.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The Partnership's exercise of the Warrants was a cashless exercise and no cash was paid for the Shares. The partnership exercised 1,140,750 Warrants and received 467,092 Shares.

ITEM 4. PURPOSE OF TRANSACTION

Under the Liquidity Plan, the Partnership is to exercise in full the Warrants, which represent the right to purchase an aggregate of 2,933,358 shares of Scotts Common Shares, through one or more cashless exercises (i.e., by having Scotts withhold, upon exercise, that number of Shares having an aggregate market value equal to the aggregate exercise price of the Warrants then being exercised in lieu of paying the exercise price in cash) prior to the expiration of the Warrants on November 19, 2003, and sell or distribute the Shares received upon exercise for cash as soon as possible after such exercise.

On August 21, 2002, the Partnership exercised its rights under the Warrants to purchase Shares through the cashless exercises of the Series B and Series C Warrants and received a total of 467,092 Shares.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

The following additional exhibits are added to the Schedule 13D:

(k) Third Amendment, dated as of July 20, 2001, to Amended and Restated Agreement of Limited Partnership of Hagedorn Partnership, L.P.

(l) Amendment No. 1 dated as of July 20, 2001 to the Liquidity Plan adopted as of July 28, 2000 by the General Partners of Hagedorn Partnership, L.P.

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.

September 4, 2002

HAGEDORN PARTNERSHIP, L.P.

By:/s/ Katherine Hagedorn Littlefield

Name: Katherine Hagedorn Littlefield
Title: General Partner

KATHERINE HAGEDORN LITTLEFIELD

/s/ Katherine Hagedorn Littlefield

JAMES HAGEDORN

By:/s/ Katherine Hagedorn Littlefield

Name: Katherine Hagedorn Littlefield
Title: Attorney-in-Fact

PAUL HAGEDORN

By:/s/ Katherine Hagedorn Littlefield

Name: Katherine Hagedorn Littlefield
Title: Attorney-in-Fact

PETER HAGEDORN

By:/s/ Katherine Hagedorn Littlefield

Name: Katherine Hagedorn Littlefield
Title: Attorney-in-Fact

ROBERT HAGEDORN

By:/s/ Katherine Hagedorn Littlefield

Name: Katherine Hagedorn Littlefield
Title: Attorney-in-Fact

SUSAN HAGEDORN

By:/s/ Katherine Hagedorn Littlefield

Name: Katherine Hagedorn Littlefield
Title: Attorney-in-Fact

THIS THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF HAGEDORN PARTNERSHIP, L.P., as amended (the "Partnership Agreement"), is made as of the 20th day of July, 2001, by the General Partners of the Partnership (the "Third Amendment").

WHEREAS, the General Partners have unanimously adopted, as of July 20, 2001, an Amendment No. 1 (the "Plan Amendment") to the Hagedorn Partnership, L.P. Liquidity Plan (the "Liquidity Plan") at the regular meeting of the General Partners held on July 20, 2001;

WHEREAS, in connection with the adoption of the Liquidity Plan, the General Partners adopted the Second Amendment, dated as of July 28, 2000, to the Partnership Agreement (the "Second Amendment"), implementing certain terms of the Liquidity Plan;

WHEREAS, implementation of the Plan Amendment requires the amendment of certain of the provisions of the Partnership Agreement added by the Second Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Defined Terms.

Capitalized terms used herein (including in the introduction and recitals above) and not otherwise defined have the respective meanings assigned to them in the Partnership Agreement or in the Liquidity Plan, as applicable.

2. Amendments.

(a) Section 2(c) of the Second Amendment is hereby amended by deleting the phrase "Section 5(b) of the Liquidity Plan" in the second line thereof and replacing it then with the phrase "Section 5(a) of the Liquidity Plan".

(b) Section 2(e) of the Second Amendment is hereby amended and restated to read in its entirety as follows:

"(e) Following any sale or distribution of Scotts Common Stock by the Partnership pursuant to Section 2(a) or Section 3(a) of the Liquidity Plan, (A) the amounts otherwise distributable by the Partnership pursuant to Section 4 of the Partnership Agreement to the holders of any Class of Interests that received all or a portion of such distribution with respect to dividends or other distributions on, or proceeds from the sale of, shares of Scotts Common Stock owned by the Partnership (excluding sales or distributions pursuant to Sections 2, 3 or 5 of the Liquidity Plan) shall be reduced by the amount by which (i) the reduction in the amount of those dividends, distributions or sale proceeds derived by the Partnership as a result of the reduction of the Partnership's holdings of Scotts Common Stock caused by such sale or distribution pursuant to Section 2(a) or Section 3(a) of the Liquidity Plan exceeds (ii) the reduction in the amount of those dividends, distributions or sale proceeds that is distributable to the Charity as a result of such reduction in the Partnership's holdings of Scotts Common Stock, and the amounts of Income otherwise allocable by the Partnership to the holders of such Class of Interests pursuant to Section 3 of the Partnership Agreement shall be reduced in a parallel manner."

3. Miscellaneous.

(a) Except as expressly amended by this Third Amendment, the Partnership Agreement shall remain in full force and effect in accordance with its terms.

(b) Captions contained in this Third Amendment are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Second Amendment or any provision hereof.

(c) This Third Amendment may be executed in one or more counterparts, which may include facsimile counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the General Partners hereto have executed this Agreement as of the day and in the year first above written.

/s/ James Hagedorn

James Hagedorn

/s/ Katherine Hagedorn Littlefield

Katherine Hagedorn Littlefield

/s/ Paul Hagedorn

Paul Hagedorn

/s/ Peter Hagedorn

Peter Hagedorn

/s/ Robert Hagedorn

Robert Hagedorn

/s/ Susan Hagedorn

Susan Hagedorn

HAGEDORN PARTNERSHIP, L.P.

AMENDMENT NO. 1
TO
LIQUIDITY PLAN

JULY 20, 2001

HAGEDORN PARTNERSHIP, L.P.

Amendment No. 1
to
Liquidity Plan

The Liquidity Plan (the "Plan"), adopted as of July 28, 2000 (the "Effective Date"), by the general partners of Hagedorn Partnership, L.P., a Delaware limited partnership (the "Partnership"), in accordance with Article V of the Amended and Restated Agreement of Limited Partnership of Hagedorn Partnership, L.P., as amended (the "Partnership Agreement"), is hereby amended, in accordance with Section 7 of the Plan and Article V of the Partnership Agreement.

1. Defined Terms.

(a) Capitalized terms used herein and not otherwise defined have the respective meanings assigned to them in the Plan.

2. Amendment.

Section 2 of the Plan is hereby amended by adding the following sentence at the end of Section 2(a) thereof:

The Partnership shall give each of the General Partners at least 15 days' prior written notice of each distribution of Scotts Common Stock to be made pursuant to this Section 2(a) and, notwithstanding anything in this Section 2(a) to the contrary, each General Partner may elect, by

written notice to the Partnership given at least five days' prior to the date of either such distribution, to defer (to such later date or dates from time to time designated by written notice to the Partnership) the making of such distribution with respect to the holders of the Class of Interests held by such General Partner.

3. Full Force and Effect.

Except as expressly modified above, the Plan remains in full force and effect in accordance with its terms.