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

FORM 10-Q

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 1996

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ___________________ to ___________________

Commission File number 1-4982

PARKER-HANNIFIN CORPORATION
(Exact name of registrant as specified in its charter)

OHIO	34-0451060
(State or other jurisdiction of incorporation)	(IRS Employer Identification No.)

17325 Euclid Avenue, Cleveland, Ohio	44112
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (216) 531-3000

Indicate by check mark whether Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months, and (2) has been subject to such filing requirements for the past 90 days.

Yes X . No .

Number of Common Shares outstanding at March 31, 1996 74,222,670

PARKER-HANNIFIN CORPORATION

INDEX

*Numbered in accordance with Item 601 of Regulation S-K.

PART I - FINANCIAL INFORMATION

PARKER-HANNIFIN CORPORATION
CONSOLIDATED STATEMENT OF INCOME
(Dollars in thousands, except per share amounts)
(Unaudited)

	Three Months Ended March 31, 1996	Three Months Ended March 31, 1995	Nine Months Ended March 31, 1996	Nine Months Ended March 31, 1995
Net sales	$ 931,356	$ 879,673	$ 2,594,786	$ 2,330,361
Cost of sales	707,927	666,968	1,995,017	1,790,357
Gross profit	223,429	212,705	599,769	540,004
Selling, general and administrative expenses	106,504	98,863	305,412	271,566
Income from operations	116,925	113,842	294,357	268,438
Other income (deductions):				
Interest expense	(8,359)	(7,801)	(23,588)	(22,679)
Interest and other income, net	1,161	(1,237)	6,849	(901)
	(7,198)	(9,038)	(16,739)	(23,580)
Income before income taxes	109,727	104,804	277,618	244,858
Income taxes	40,599	38,949	102,719	94,270
Net income	$ 69,128	$ 65,855	$ 174,899	$ 150,588
Earnings per share (A)	$ .93	$ .89	$ 2.36	$ 2.04
Cash dividends per common share	$ .180	$ .167	$ .540	$ .500

(A) Fiscal 1995 per share amounts have been adjusted for the 3-shares-for-2 common stock split paid June 2, 1995.

See accompanying notes to consolidated financial statements.

PARKER-HANNIFIN CORPORATION
CONSOLIDATED BALANCE SHEET
(Dollars in thousands)

	March 31, 1996 (Unaudited)	June 30, 1995
ASSETS		
Current assets:		
Cash and cash equivalents	$ 63,935	$ 63,830
Accounts receivable, net	521,746	484,962
Inventories:		
Finished products	332,889	314,180
Work in process	228,605	201,386
Raw materials	102,162	110,340
	663,656	625,906
Prepaid expenses	13,177	14,994
Deferred income taxes	65,891	56,690
Total current assets	1,328,405	1,246,382
Plant and equipment	1,965,456	1,812,667
Less accumulated depreciation	1,045,018	996,896
	920,438	815,771
Other assets	334,762	240,056
Total assets	$ 2,583,605	$ 2,302,209
LIABILITIES		
Current liabilities:		
Notes payable	$ 171,834	$ 97,372
Accounts payable, trade	196,868	227,482
Accrued liabilities	283,717	280,891
Accrued domestic and foreign taxes	62,368	46,876
Total current liabilities	714,787	652,621
Long-term debt	302,562	237,157
Pensions and other postretirement benefits	196,235	188,292
Deferred income taxes	30,487	23,512
Other liabilities	14,183	9,113
Total liabilities	1,258,254	1,110,695
SHAREHOLDERS' EQUITY		
Serial preferred stock, $.50 par value; authorized 3,000,000 shares; none issued	--	--
Common stock, $.50 par value; authorized 300,000,000 shares; issued 74,222,670 shares at March 31 and 74,002,402 shares at June 30	37,111	37,001
Additional capital	161,353	158,454
Retained earnings	1,109,356	974,486
Deferred compensation related to guarantee of ESOP debt	(6,895)	(13,468)
Currency translation adjustment	24,426	35,041
Total shareholders' equity	1,325,351	1,191,514
Total liabilities and shareholders' equity	$ 2,583,605	$ 2,302,209

See accompanying notes to consolidated financial statements.

PARKER-HANNIFIN CORPORATION
CONSOLIDATED STATEMENT OF CASH FLOWS
(Dollars in thousands)
(Unaudited)

	Nine Months Ended March 31, 1996	1995
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 174,899	$ 150,588
Adjustments to reconcile net income to net cash provided by operations:		
Depreciation	94,769	83,650
Amortization	8,210	6,692
Deferred income taxes	(8,822)	(6,030)
Foreign currency transaction loss	780	1,700
Loss on sale of plant and equipment	750	1,478
Changes in assets and liabilities:		
Accounts receivable	(8,321)	(61,411)
Inventories	(17,634)	(35,438)
Prepaid expenses	1,385	1,981
Other assets	(9,136)	(8,302)
Accounts payable, trade	(39,952)	821
Accrued payrolls and other compensation	(5,236)	8,525
Accrued domestic and foreign taxes	11,043	(9,910)
Other accrued liabilities	3,304	(6,573)
Pensions and other postretirement benefits	(1,789)	11,262
Other liabilities	5,190	580
Net cash provided by operating activities	209,440	139,613
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisitions (excluding cash of $19,437 in 1996 and $5,699 in 1995)	(166,975)	(119,242)
Capital expenditures	(147,236)	(101,821)
Proceeds from sale of plant and equipment	8,386	9,920
Other	(3,193)	2,215
Net cash used in investing activities	(309,018)	(208,928)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from common share activity	1,025	7,164
Proceeds from notes payable, net	78,156	74,069
Proceeds from long-term borrowings	67,013	19,140
Payments of long-term borrowings	(5,252)	(32,321)
Dividends	(40,029)	(36,859)
Net cash provided by financing activities	100,913	31,193
Effect of exchange rate changes on cash	(1,230)	1,048
Net increase (decrease) in cash and cash equivalents	105	(37,074)
Cash and cash equivalents at beginning of year	63,830	81,590
Cash and cash equivalents at end of period	$ 63,935	$ 44,516

See accompanying notes to consolidated financial statements.

PARKER-HANNIFIN CORPORATION
BUSINESS SEGMENT INFORMATION BY INDUSTRY
(Dollars in thousands)
(Unaudited)

Parker operates in two industry segments: Industrial and Aerospace. The Industrial Segment is the largest and includes the International operations.

Industrial - This segment produces a broad range of motion-control and fluid systems and components used in all kinds of manufacturing, packaging, processing, transportation, mobile construction, and agricultural and military machinery and equipment. Sales are direct to major original equipment manufacturers (OEMs) and through a broad distribution network to smaller OEMs and the aftermarket.

Aerospace - This segment designs and manufactures products and provides aftermarket support for commercial, military and general-aviation aircraft, missile and spacecraft markets. The Aerospace Segment provides a full range of systems and components for hydraulic, pneumatic and fuel applications.

Results by Business Segment:

	Three Months Ended March 31,		Nine Months Ended March 31,	
	1996	1995	1996	1995
Net sales, including intersegment sales				
Industrial:				
North America	$ 515,404	$ 500,649	$ 1,452,053	$ 1,340,708
International	263,802	243,486	720,970	604,326
Aerospace	152,363	135,587	422,257	385,687
Intersegment sales	(213)	(49)	(494)	(360)
Total	$ 931,356	$ 879,673	$ 2,594,786	$ 2,330,361
Income from operations before corporate general and administrative expenses				
Industrial:				
North America	$ 79,101	$ 78,125	$ 205,511	$ 195,831
International	23,125	31,061	61,858	59,190
Aerospace	26,349	16,116	61,801	45,007
Total	128,575	125,302	329,170	300,028
Corporate general and administrative expenses	11,650	11,460	34,813	31,590
Income from operations	$ 116,925	$ 113,842	$ 294,357	$ 268,438

See accompanying notes to consolidated financial statements.

1. Management Representation

In the opinion of the Company, the accompanying unaudited consolidated financial statements contain all adjustments (consisting of only normal recurring accruals) necessary to present fairly the financial position as of March 31, 1996, the results of operations for the three and nine months ended March 31, 1996 and 1995 and cash flows for the nine months then ended.

2. Segment Reclassification

Fiscal 1995 results have been restated to reclassify an operating division from the Aerospace Segment to the Industrial Segment (North America) to be consistent with fiscal 1996 reporting. Existing business practices, distribution methods and internal organization more properly align this operating division with the Industrial Segment. The effect on both Segments is immaterial.

3. Earnings Per Share

Fiscal 1995 per share amounts have been adjusted for the 3-shares-for-2 common stock split paid June 2, 1995.

Primary earnings per share are computed using the weighted average number of shares of common stock and common stock equivalents outstanding during the period. Fully diluted earnings per share are not presented because such dilution is not material.

4. Acquisitions

Effective April 15, 1996 the Company completed an agreement with Power Control Technologies, Inc. to purchase the aerospace assets of the Abex / NWL Division of Pneumo Abex Corporation for approximately $201 million cash. Abex / NWL, headquartered in Kalamazoo, Michigan, is a major international producer of aerospace hydraulic actuation equipment, engine thrust-reverser actuators, hydraulic pumps, electrohydraulic servovalves, hydraulic systems, and electromechanical actuation equipment with annual sales of approximately $200 million.

On February 29, 1996 the Company completed the acquisition of VOAC Hydraulics AB of Boras, Sweden for approximately $163 million cash. VOAC is a worldwide leader in the manufacturing of mobile hydraulic equipment and had calendar 1995 annual sales of approximately $166 million. VOAC had been owned by AVC Intressenter AB, a holding company jointly owned by Atlas Copco AB and Volvo Aero Corporation, both of Sweden.

On July 31, 1995 the Company purchased the General Valve Corp. of Fairfield, New Jersey, a leading producer of miniature solenoid valves for high-technology applications for approximately 152,000 shares of common stock. Also, on August 4, 1995 the Company purchased inventory and machinery from Teledyne Fluid Systems consisting of the Republic Valve product line, the Sprague double-diaphragm pump line and the Sprague airborne accumulator product line for approximately $5.2 million in cash. Sales by these operations for their most recent fiscal year prior to acquisition approximated $16.8 million.

These acquisitions were accounted for by the purchase method.

PARKER-HANNIFIN CORPORATION

FORM 10-Q
MANAGEMENT'S DISCUSSION AND ANALYSIS OF
FINANCIAL CONDITION AND RESULTS OF OPERATIONS

FOR THE THREE MONTHS AND NINE MONTHS ENDED MARCH 31, 1996
AND COMPARABLE PERIODS ENDED MARCH 31, 1995

CONSOLIDATED STATEMENT OF INCOME

Net sales increased 5.9 percent for the third quarter and 11.3 percent for the nine-month period ended March 31, 1996. Approximately one-half of these increases were due to acquisitions in the Industrial Segment. Market conditions for the Industrial Segment have been uneven with downturns in some markets being offset by gains in others. Aerospace Segment sales continue to build.

Income from operations was $116.9 million for the current third quarter and $294.4 million for the current nine months, an increase of 2.7 percent for the quarter and 9.7 percent for the nine months. Significant increases within the Aerospace Segment were offset by decreases in operating income in the International operations of the Industrial Segment. As a percent of sales, Income from operations decreased to 12.6 percent from 12.9 percent for the quarter and to 11.3 percent from 11.5 percent for the nine months. Cost of sales as a percent of sales increased to 76.0 percent from 75.8 percent for the quarter and to 76.9 percent from 76.8 percent for the nine-month period. Selling, general and administrative expenses, as a percent of sales, increased to 11.4 percent from 11.2 percent for the quarter and to 11.8 percent from 11.7 percent for the nine-month period.

The effective income tax rate for the current quarter and nine-month period was 37.0 percent compared to fiscal 1995 rates of 37.2 percent for the quarter and 38.5 percent for the nine-month period. The lower rate in fiscal 1996 is due to the continuing benefit realized from the use of net operating loss carry-forwards and a change in the geographic mix of earnings.

Net income increased 5.0 percent for the quarter and 16.1 percent for the nine-month period, as compared to the prior year. As a percent of sales, Net income decreased to 7.4 percent from 7.5 percent for the quarter but increased to 6.7 percent from 6.5 percent for the nine months.

Backlog increased to $1,068.2 million at March 31, 1996 as compared to $998.1 million the prior year and $1,025.7 million at June 30, 1995. The increase in backlog was partially due to acquisitions, but was primarily due to increased volume for both the Aerospace and Industrial Segments.

BUSINESS SEGMENT INFORMATION BY INDUSTRY

INDUSTRIAL - The Industrial Segment operations achieved the following Net sales increases in the current year when compared to the equivalent prior-year period:

	Period ending March 31,	
	Three Months	Nine Months
Industrial North America	2.9 %	8.3 %
Industrial International	8.3 %	19.3 %
Total Industrial	4.7 %	11.7 %

Without the effect of currency-rate changes, International sales would have increased more than 10 percent for the quarter and nearly 17 percent for the nine months. Without the effect of acquisitions, the increases would have been:

	Period ending March 31,	
	Three Months	Nine Months
Industrial North America	0.7 %	4.5 %
Industrial International	2.4 %	9.1 %
Total Industrial	1.3 %	5.9 %

The rate of sales growth for the Industrial operations has moderated appreciably in Europe and in some North American markets as compared to the significant growth rate experienced during fiscal 1995. The sales increases achieved were the result of market growth and the market share gains the Company achieved through concentrated efforts towards reaching expanding markets and providing premier customer service. For fiscal 1996, Industrial North America volume is expected to modestly exceed prior year volume (excluding the effect of acquisitions) while the moderate growth in the Industrial International volume is expected to continue. Sales in Latin America have slowed due to a weakened general economy and are expected to be at lower levels through the remainder of the fiscal year.

Operating income for the Industrial Segment decreased 6.4 percent for the quarter but increased 4.8 percent for the nine months. Industrial North America Operating income increased 1.2 percent for the quarter and 4.9 percent for the nine months. Without the effect of acquisitions results would have remained flat for the quarter and increased 1.8 percent for the nine months. As a percent of sales, Industrial North America Operating income decreased to 15.3 percent from 15.6 percent for the quarter and to 14.2 percent from 14.6 percent for the nine months. Industrial International results decreased 25.5 percent for the quarter compared to an unusually high third quarter in 1995, but increased 4.5 percent for the nine months. Without the effect of acquisitions these results would have decreased 32.5 percent for the quarter and 5.9 percent for the nine months. As a percent of sales, Industrial International Operating income decreased to 8.8 percent from 12.8 percent for the quarter and to 8.6 percent from 9.8 percent for the nine months.

A downturn in heavy-duty truck and automotive markets, offset by gains in factory automation, process control, and electromagnetic-interference protection markets is causing the Industrial Segment to re-align inventories, resulting in a negative impact on manufacturing costs and overhead absorption. Results in Asia Pacific are stronger than anticipated, but a weakened economy in Latin America has diluted current-year earnings $.05 per share for the quarter and $.14 per share for the nine months compared to last year. Management expects margin improvements during the fourth quarter in both North America and overall International operations, although conditions in Latin America remain uncertain.

Total Industrial Segment backlog increased 6.3 percent compared to March 31, 1995 and 6.5 percent since June 30, 1995 with the increases occurring within the International operations.

AEROSPACE - Aerospace Segment Net sales were up 12.4 percent for the quarter and 9.5 percent for the nine months. The increase is primarily attributable to increased volume in aftermarket sales, initial provisioning for commercial aircraft such as the Boeing 777, and OEM military sales to domestic airframe manufacturers for foreign markets. Similar increases are expected to continue through the fourth quarter.

Operating income for the Aerospace Segment increased 63.5 percent for the quarter and 37.3 percent for the nine-month period. As a percent of sales Operating income improved to 17.3 percent from 11.9 percent for the quarter and to 14.6 percent from 11.7 percent for the nine-month period. This margin improvement is due to the favorable product mix and the benefits being realized from the ability to produce higher volume with downsized operations.

Management expects the trend of increasing volume to continue during the remainder of this fiscal year, but margins are expected to normalize to levels experienced in the prior year. Aerospace Segment backlog increased 7.6 percent from March 31, 1995, and 2.4 percent since June 30, 1995.

CONSOLIDATED BALANCE SHEET

Working capital increased to $613.6 million at March 31, 1996 from $593.8 million at June 30, 1995 with the ratio of current assets to current liabilities remaining level at 1.9 to 1. Accounts receivable were $36.8 million higher on March 31, 1996 than on June 30, 1995 primarily due to acquisitions. Inventory levels were $37.7 million higher at March 31, 1996 due to acquisitions and also due to increases in the Aerospace segment as a result of higher volume. Accounts payable, trade decreased $30.6 million since June 30, 1995 primarily as a result of the timing of payments for raw material purchases.

Plant and equipment, net increased $104.7 million since June 30, 1995 with $68.8 million of the increase the result of acquisitions. Other assets increased $94.7 million since June 30, 1995, primarily as a result of increased goodwill.

Notes payable increased $74.5 million and Long-term debt increased $65.4 million since June 30, 1995 primarily to provide cash for acquisitions. The debt to debt-equity ratio, excluding the effect of the ESOP loan guarantee on both Long-term debt and Shareholders' equity, increased to 26.0 percent at March 31, 1996 from 21.0 percent at June 30, 1995.

CONSOLIDATED STATEMENT OF CASH FLOWS

Net cash provided by operating activities was $209.4 million for the nine months ended March 31, 1996, as compared to $139.6 million for the same nine months in 1995. Net income contributed an additional $24.3 million in fiscal 1996 as compared to fiscal 1995. Changes in the principal working capital items (Accounts receivable, Inventories, and Accounts payable, trade) resulted in the use of less cash - $65.9 million in fiscal 1996 as compared to $96.0 million in fiscal 1995. The change in Accrued domestic and foreign taxes provided $11.0 million cash in fiscal 1996 as compared to using cash of $9.9 million in fiscal 1995.

Net cash used in investing activities increased to $309.0 million from $208.9 million for the nine months ended March 31, 1996 and 1995 as a result of more cash used for Acquisitions and higher Capital expenditures in fiscal 1996.

Financing activities provided cash of $100.9 million for the nine months ended March 31, 1996 and $31.2 million for the same period in 1995. Fiscal 1996 acquisition activity caused the need for a higher level of borrowings.

PART II - OTHER INFORMATION

Item 6. Exhibits and Reports on Form 8-K.

(a) The following documents are furnished as exhibits and are numbered pursuant to Item 601 of Regulation S-K:

Exhibit 10 - Parker-Hannifin Corporation Change in Control Severance Plan

Exhibit 11 - Computation of Earnings per Common Share

Exhibit 27 - Financial Data Schedule

(b) No reports on Form 8-K have been filed during the quarter for which this report is filed.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

PARKER-HANNIFIN CORPORATION
(Registrant)

/s/ Michael J. Hiemstra
Michael J. Hiemstra
Vice President - Finance and Administration

Date: May 13, 1996

EXHIBIT INDEX

*Compensatory plan or arrangement

PARKER-HANNIFIN CORPORATION
CHANGE IN CONTROL SEVERANCE PLAN

The Board of Directors of Parker-Hannifin Corporation (the "Company") has determined that it is in the best interests of the Company and its stockholders to secure the continued services and dedication and objectivity of its management employees in the event of any threat or occurrence of, or negotiation or other action that could lead to, or create the possibility of, a Change in Control (as defined in Section 1(c)) of the Company, without concern as to whether such employees might be hindered or distracted by personal uncertainties and risks created by any such possible Change in Control. To encourage the full attention and dedication to the Company by such employees, the Board has authorized the Company to adopt the Parker-Hannifin Corporation Change in Control Severance Plan (the "Plan").

1. Definitions. As used in this Plan, the following terms shall have the respective meanings set forth below:

(a) "Board" means the Board of Directors of the Company.

(b) "Cause" means (1) a material breach by a Participant (as defined in Section 1(i)) of the duties and responsibilities of the Participant (other than as a result of incapacity due to physical or mental illness) which is demonstrably willful and deliberate on the Participant's part, which is committed in bad faith or without reasonable belief that such breach is in the best interests of the Company and which is not remedied in a reasonable period of time after receipt of written notice from the Company specifying such breach or (2) the commission by the Participant of a felony involving moral turpitude. The determination of Cause shall be made by the Board unless expressly delegated in writing by the Board to the

Compensation Committee of the Board (the "Committee"). Cause shall not exist unless and until the Company has delivered to the Participant a copy of a resolution duly adopted by three-quarters (3/4) of the Board (or a majority of the Committee) at a meeting of the Board (or the Committee) called and held for such purpose (after reasonable notice to the Participant and an opportunity for the Participant, together with the Participant's counsel, to be heard before the Board or the Committee, as the case may be), finding that in the good faith opinion of the Board (or the Committee) the Participant was guilty of the conduct set forth in this Section 1(b) and specifying the particulars thereof in detail. The Company must notify the Participant that it believes "Cause" has occurred within ninety (90) days of its knowledge of the event or condition constituting Cause. For the purposes of clause (1) above, any act, or failure to act, by the Participant based upon authority given pursuant to a resolution duly adopted by the Board or based upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Participant in good faith and in the best interests of the Company.

(c) "Change in Control" means the occurrence of one of the following events:

(i) any "person" (as such term is defined in Section 3(a)(9) of the Securities Exchange Act of 1934 (the "Exchange Act") and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act) is or becomes a "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 20% or more of the combined voting power of the Company's then outstanding securities eligible to vote for the election of the Board (the "Company Voting Securities"); provided, however, that the event described in this paragraph shall not be deemed to be a Change in Control by virtue of any of the following situations: (A) an acquisition by the Company or direct or indirect majority-owned subsidiaries of the Company; (B) an acquisition by any employee benefit plan sponsored or maintained by the Company or any corporation controlled by the Company; (C) an acquisition by any underwriter temporarily holding securities pursuant to an offering of such securities; (D) a Non-Control Transaction (as defined in paragraph (iii)); (E) with respect to a Participant, any acquisition by the Participant or any group of persons including the Participant; or (F) the acquisition of Company Voting Securities from the Company, if a majority of the Board approves a resolution providing expressly that the acquisition pursuant to this clause (F) does not constitute a Change in Control under this paragraph (i);

(ii) individuals who, at the beginning of any period of twenty-four (24) consecutive months, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority thereof, provided that (A) any person becoming a director subsequent to the beginning of such twenty-four (24) month period, whose election, or nomination for election, by the Company's shareholders was approved by a vote of at least two-thirds of the directors comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without objection to such nomination) shall be, for purposes of this paragraph (ii), considered as though such person were a member of the Incumbent Board; provided, however, that no individual initially elected or nominated as a director of the Company as a result of an actual or threatened election contest with respect to directors or any other actual or threatened solicitation of proxies or consents by or on behalf of any person other than the Board shall be deemed to be a member of the Incumbent Board;

(iii) a merger or consolidation or similar form of corporate reorganization, or sale or other disposition of all or substantially all of the assets, of the Company (a "Business Combination") is consummated, unless immediately following such Business Combination: (A) more than 55% of the total voting power of the corporation resulting from such Business Combination (including, without limitation, for purposes of making such 55% determination, any shares owned through any entity which directly or indirectly has beneficial ownership of the Company Voting Securities or all or substantially all of the Company's assets) eligible to elect directors of such corporation is represented by shares held by shareholders of the Company immediately prior to such Business Combination (either by remaining outstanding or being converted), (B) no person (other than any holding company resulting from such Business Combination, any employee benefit plan sponsored or maintained by the Company (or the corporation resulting from such Business Combination), or any person which beneficially owned, immediately prior to such Business Combination, directly or indirectly, 20% or more of the Company Voting Securities) becomes the beneficial owner, directly or indirectly, of 20% or more of the total voting power of the outstanding voting securities eligible to elect directors of the corporation resulting from such Business Combination, and (C) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or action of the Board, providing for such Business Combination (a "Non-Control Transaction"); or

(iv) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company.

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any person acquires beneficial ownership of more than 20% of the Company Voting Securities as a result of the acquisition of Company Voting Securities by the Company which, by reducing the number of Company Voting Securities outstanding, increases the percentage of shares beneficially owned by such person; provided, that if a Change in Control would occur as a result of such an acquisition by the Company (if not for the operation of this sentence), and after the Company's acquisition such person becomes the beneficial owner of additional Company Voting Securities that increases the percentage of outstanding Company Voting Securities beneficially owned by such person, then a Change in Control shall occur.

Notwithstanding anything in this Section 1(c) to the contrary, in its sole discretion, the Board, by a resolution approved by at least two-thirds of its members, may determine prior to the occurrence of a Change in Control above that the event which would otherwise constitute a Change in Control hereunder is not a hostile change in control of the Company and therefore should not be treated as a Change in Control for purposes of this Plan.

(d) "Company" means Parker-Hannifin Corporation, a Delaware corporation.

(e) "Date of Termination" means the date on which a Participant's employment by the Company terminates.

(f) "Effective Date" means March 1, 1996.

(g) "Good Reason" means, without a Participant's express written consent, the occurrence of any of the following events after a Change in Control:

(h) (1) the assignment to the Participant of any duties inconsistent in any adverse respect with the Participant's position(s), duties, responsibilities or status with the Company immediately prior to such Change in Control, (2) an adverse change in the Participant's reporting responsibilities, titles or offices with the Company as in effect immediately prior to such Change in Control; (3) any removal or involuntary termination of the Participant from the Company otherwise than as expressly permitted by this Plan or any failure to re-elect the Participant to any position with the Company held by the Participant immediately prior to such Change in Control; (4) a reduction by the Company in the Participant's rate of annual base salary as in effect immediately prior to such Change in Control or as the same may be increased from time to time thereafter; (5) any requirement of the Company that the Participant (A) be based anywhere more than twenty-five (25) miles from the facility where the Participant is located at the time of the Change in Control or (B) travel on Company business to an extent substantially more burdensome than the travel obligations of the Participant immediately prior to such Change in Control; (6) the failure of the Company to (A) continue in effect any employee benefit plan or compensation plan in which the Participant is participating immediately prior to such Change in Control, or the taking of any action by the Company which would adversely affect the Participant's participation in or reduce the Participant's benefits under any such plan, (B) provide the Participant and the Participant's dependents with welfare benefits (including, without limitation, medical, prescription, dental, disability, salary continuance, employee life, group life, accidental death and travel accident insurance plans and programs) in accordance with the most favorable plans, practices, programs and policies of the Company and its affiliated companies in effect for the Participant immediately prior to such Change in Control, (C) provide fringe benefits in accordance with the most favorable plans, practices, programs and policies of the Company and its affiliated companies in effect for the Participant immediately prior to such Change in Control, or (D) provide the Participant with paid vacation in accordance with the most favorable plans, policies, programs and practices of the Company and its affiliated companies as in effect for the Participant immediately prior to such Change in Control, unless in the case of any violation of (A), (B) or (C) above, the Participant is permitted to participate in other plans, programs or arrangements which provide the Participant (and, if applicable, the Participant's dependents) with no less favorable benefits at no greater cost to the Participant; or (7) the failure of the Company to obtain the assumption agreement from any successor as contemplated in Section 8(b).

For purposes of this Plan, any good faith determination of Good Reason made by a Participant shall be conclusive; provided, however, that an isolated, insubstantial and inadvertent action taken in good faith and which is remedied by the Company promptly after receipt of notice thereof given by a Participant shall not constitute Good Reason. The Participant must provide notice of termination within ninety (90) days of his knowledge of an event or condition constituting Good Reason hereunder. A transaction which results in the Company no longer being a publicly traded entity shall not in and of itself be treated as Good Reason unless and until one of the events or conditions set forth in Sections 1(g)(1) through (7) occurs.

Notwithstanding anything in this Section 1(h) to the contrary, during the 90-day period immediately following a Change in Control a Participant may terminate employment for any or no reason and such termination shall be treated as Good Reason hereunder.

(i) "Nonqualifying Termination" means a termination of a Participant's employment (1) by the Company for Cause, (2) by the Participant for any reason other than a Good Reason, (3) as a result of the Participant's death, (4) by the Company due to the Participant's absence from his duties with the Company on a full-time basis for at least one hundred eighty (180) consecutive days as a result of the Participant's incapacity due to physical or mental illness or (5) as a result of the Participant's mandatory retirement.

(j) "Participant" means any United States employee (including any such employee who is employed outside of the United States on an expatriate program or is otherwise on temporary assignment outside of the United States) of the Company or any subsidiary of the Company which has adopted this Plan (other than employees who have entered into Change in Control agreements with the Company) who is employed at or above Grade 15 (or the equivalent level), not taking into account any reduction of employment level following a Change in Control which would constitute Good Reason under this Plan.

(k) "Plan" means the Parker-Hannifin Corporation Change in Control Severance Plan.

(l) "Termination Period" with respect to a Participant means the period of time beginning with a Change in Control and ending on the earliest to occur of (1) the Participant's death, and (2) two (2) years following such Change in Control.

2. Payments Upon Termination of Employment.

(a) If during the Termination Period the employment of a Participant shall terminate, other than by reason of a Nonqualifying Termination, then the Company shall pay to the Participant (or the Participant's beneficiary or estate) within thirty (30) days following the Date of Termination, as compensation for services rendered to the Company:

(1) a lump-sum cash amount equal to the sum of (A) the Participant's base salary from the Company and its affiliated companies through the Date of Termination and any outstanding earned bonus awards, (B) any compensation previously deferred by the Participant other than pursuant to a tax-qualified plan (together with any interest and earnings thereon), (C) any accrued vacation pay, and (D) a pro-rata portion of the Employee's target annual bonus for the year in which the Date of Termination occurs, in each case to the extent not theretofore paid; plus

(2) a lump-sum cash amount equal to the product of (A) one (1) and (B) the sum of (i) the Participant's highest annual rate of base salary during the 12-month period immediately preceding the Date of Termination and (ii) the highest of (x) the Participant's average bonus earned during the 3-year period immediately preceding the year in which the Date of Termination occurs, (y) the Participant's target bonus for the year in which the Change in Control occurs and (z) the Participant's target bonus for the year in which the Date of Termination occurs; provided,

that any amount paid pursuant to this Section 2(a)(2) shall offset an equal amount of any severance relating to salary or bonus continuation to be received by the Participant upon termination of employment of the Participant under any severance plan, policy, or arrangement or employment agreement of the Company.

(3) For a period of one (1) year commencing on the Date of Termination, the Company shall continue to keep in full force and effect (or otherwise provide) all policies of medical, accident, disability and life insurance with respect to the Participant and his dependents with the same level of coverage, upon the same terms and otherwise to the same extent as such policies shall have been in effect immediately prior to the Date of Termination (or, if more favorable to the Participant, immediately prior to the Change in Control), and the Company and the Participant shall share the costs of the continuation of such insurance coverage in the same proportion as such costs were shared immediately prior to the Date of Termination.

(b) If during the Termination Period the employment of a Participant shall terminate by reason of a Nonqualifying Termination, then the Company shall pay to the Participant within thirty (30) days following the Date of Termination, a cash amount equal to the sum of (1) the Participant's base salary and outstanding earned bonus awards from the Company through the Date of Termination, and (2) any compensation previously deferred by the Participant other than pursuant to a tax-qualified plan (together with any interest and earnings thereon) and any accrued vacation pay, in each case to the extent not theretofore paid.

3. Excise Tax Limitation.

(a) Notwithstanding anything contained in this Plan or any other agreement or plan to the contrary, the payments and benefits provided to, or for the benefit of, any Participant under this Plan or under any other plan or agreement (the "Payments") shall be reduced (but not below zero) to the extent necessary so that no payment to be made, or benefit to be provided, to the Participant or for his benefit under this Plan or any other plan or agreement shall be subject to the imposition of excise tax under Section 4999 of the Code (such reduced amount is hereinafter referred to as the "Limited Payment Amount"). Unless the Participant shall have given prior written notice specifying a different order to the Company, the Company shall reduce or eliminate the Payments to the Participant by first reducing or eliminating those payments or benefits which are not payable in cash and then by reducing or eliminating cash payments, in each case in reverse order beginning with payments or benefits which are to be paid the farthest in time from the Determination (as hereinafter defined). Any notice given by a Participant pursuant to the preceding sentence shall take precedence over the provisions of any other plan, arrangement or agreement governing the Participant's rights and entitlement to any benefits or compensation.

(b) All determinations required to be made under this Section 3 shall be made by the Company's public accounting firm (the "Accounting Firm"). The Accounting Firm shall provide its calculations, together with detailed supporting documentation, both to the Company and Participant within fifteen (15) days after the receipt of notice from the Participant that there has been a Payment (or at such earlier times as is requested by the Company) and, with respect to the Limited Payment Amount, a reasonable opinion to the Participant that he is not required to report any Excise Tax on his federal income tax return with respect to the Limited Payment Amount (collectively, the "Determination"). In the event that the Accounting Firm is serving as an accountant or auditor for the individual, entity or group effecting the Change in Control, the Participant shall appoint another nationally recognized public accounting firm to make the determination required hereunder (which accounting firm shall then be referred to as the Accounting Firm hereunder). All fees, costs and expenses (including, but not limited to, the costs of retaining experts) of the Accounting Firm shall be borne by the Company. The Determination by the Accounting Firm shall be binding upon the Company and the Participant (except as provided in Subsection (c) below).

(c) If it is established pursuant to a final determination of a court or an Internal Revenue Service (the "IRS") proceeding which has been finally and conclusively resolved, that Payments have been made to, or provided for the benefit of, a Participant by the Company, which are in excess of the limitations provided in Section 3 (hereinafter referred to as an "Excess Payment"), such Excess Payment shall be deemed for all purposes to be a loan to the Participant made on the date the Participant received the Excess Payment and the Participant shall repay the Excess Payment to the Company on demand, together with interest on the Excess Payment at the applicable federal rate (as defined in Section 1274(d) of the Code) from the date of the Participant's receipt of such Excess Payment until the date of such repayment. As a result of the uncertainty in the application of Section 4999 of the Code at the time of the Determination, it is possible that Payments which will not have been made by the Company should have been made (an "Underpayment"), consistent with the calculations required to be made under this Section 3. In the event that it is determined (1) by the Accounting Firm, the Company (which shall include the position taken by the Company, or together with its consolidated group, on its federal income tax return) or the IRS or (2) pursuant to a determination by a court, that an Underpayment has occurred, the Company shall pay an amount equal to such Underpayment to the Participant within ten (10) days of such determination together with interest on such amount at the applicable federal rate from the date such amount would have been paid to the Participant until the date of payment.

4. Withholding Taxes. The Company may withhold from all payments due to a Participant (or his beneficiary or estate) hereunder all taxes which, by applicable federal, state, local or other law, the Company is required to withhold therefrom.

5. Reimbursement of Expenses. If any contest or dispute shall arise under this Plan involving termination of a Participant's employment with the Company or involving the failure or refusal of the Company to perform fully in accordance with the terms hereof, the Company shall reimburse the Participant, on a current basis, for all legal fees and expenses, if any, incurred by the Participant in connection with such contest or dispute (regardless of the result thereof), together with interest in an amount equal to the prime rate of Society National Bank from time to time in effect, but in no event higher than the maximum legal rate permissible under applicable law, such interest to accrue from the date the Company receives the Participant's statement for such fees and expenses through the date of payment thereof.

6. Termination or Amendment of Plan.

(a) This Plan shall be in effect as of the Effective Date and shall continue until terminated by the Company as provided in paragraph (b) of this Section 6; provided, however, that a Participant's participation under this Plan shall terminate in any event upon the first to occur of (1) the Participant's death and (2) termination of the Participant's employment with the Company prior to a Change in Control.

(b) The Company shall have the right prior to a Change in Control, in its sole discretion, pursuant to action by the Board, to approve the termination or amendment of this Plan; provided, however, that no such action which would adversely affect the rights or potential rights of Participants shall be taken by the Board during any period of time when the Board has knowledge that any person has taken steps reasonably calculated to effect a Change in Control until, in the opinion of the Board, such person has abandoned or terminated its efforts to effect a Change in Control; and provided, further, that in no event shall this Plan be terminated or amended within the two-year period following a Change in Control in any manner which would adversely affect the rights or potential rights of Participants.

7. Scope of Plan. Nothing in this Plan shall be deemed to entitle any Participant to continued employment with the Company or its subsidiaries, and if a Participant's employment with the Company shall terminate prior to a Change in Control, the Participant shall have no further rights under this Plan; provided, however, that any termination of a Participant's employment during the two-year period following a Change in Control shall be subject to all of the provisions of this Plan.

8. Successors Binding Obligation.

(a) This Plan shall not be terminated by any merger or consolidation of the Company whereby the Company is or is not the surviving or resulting corporation or as a result of any transfer of all or substantially all of the assets of the Company. In the event of any such merger, consolidation or transfer of assets, the provisions of this Plan shall be binding upon the surviving or resulting corporation or the person or entity to which such assets are transferred.

(b) The Company agrees that concurrently with any merger, consolidation or transfer of assets referred to in paragraph (a) of this Section 8, it will cause any successor or transferee unconditionally to assume all of the obligations of the Company hereunder. Failure of the Company to obtain such assumption prior to the effectiveness of any such merger, consolidation or transfer of assets shall constitute Good Reason hereunder and shall entitle each Participant to compensation and other benefits from the Company in the same amount and on the same terms as each such Participant would be entitled hereunder if the Participant's employment were terminated following a Change in Control other than by reason of a Nonqualifying Termination. For purposes of implementing the foregoing, the date on which any such merger, consolidation or transfer becomes effective shall be deemed the date Good Reason occurs, and the Participant may terminate employment for Good Reason on or following such date.

(c) This Plan shall inure to the benefit of and be enforceable by each Participant's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. If a Participant shall die while any amounts would be payable to the Participant hereunder had the Participant continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Plan to such person or persons appointed in writing by the Participant to receive such amounts or, if no person is so appointed, to the Participant's estate.

9. Full Settlement; Resolution of Disputes. The Company's obligation to make any payments provided for by this Plan to a Participant and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company may have against the Participant or others. In no event shall a Participant be obligated to seek other employment or take other action by way of mitigation of the amounts payable to the Participant under any of the provisions of this Plan and such amounts shall not be reduced whether or not the Participant obtains other employment.

10. Employment with Subsidiaries. Employment with the Company for purposes of this Plan shall include employment with any corporation or other entity in which the Company has a direct or indirect ownership interest of 50% or more of the total combined voting power of the then outstanding securities of such corporation or other entity entitled to vote generally in the election of directors.

11. Governing Law; Validity. The interpretation, construction and performance of this Plan shall be governed by and construed and enforced in accordance with the internal laws of the State of Ohio without regard to the

principle of conflicts of laws. The invalidity or unenforceability of any provision of this Plan shall not affect the validity or enforceability of any other provision of this Plan, which other provisions shall remain in full force and effect.

EXHIBIT 11

PARKER-HANNIFIN CORPORATION

FORM 10-Q
COMPUTATION OF EARNINGS PER COMMON SHARE
(Dollars in thousands, except per share amounts)
(Unaudited)

	Three Months Ended March 31,		Nine Months Ended March 31,	
	1996	1995 (A)	1996	1995 (A)
Net income applicable to common shares	$ 69,128	$ 65,855	$ 174,899	$ 150,588
Weighted average common shares outstanding for the period	74,188,578	73,799,310	74,139,081	73,648,208
Increase in weighted average from dilutive effect of exercise of stock options	512,212	523,625	604,061	532,002
Weighted average common shares, assuming issuance of the above securities	74,700,790	74,322,935	74,743,142	74,180,210
Earnings per common share:				
Primary	$ .93	$ .89	$ 2.36	$ 2.04
Fully diluted (B)	$ .93	$ .89	$ 2.34	$ 2.03

(A) Weighted average shares and earnings per share have been restated for the 3-shares-for-2 common stock split paid June 2, 1995.

(B) This calculation is submitted in accordance with Regulation S-K Item 601(b)(11) although not required for income statement presentation because it results in dilution of less than 3 percent.

5

THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM
PARKER-HANNIFIN CORPORATION'S REPORT ON FORM 10-Q FOR ITS QUARTERLY
PERIOD ENDED MARCH 31, 1996 AND IS QUALIFIED IN ITS ENTIRETY BY
REFERENCE TO SUCH FINANCIAL STATEMENTS.

1,000

9-MOS
JUN-30-1996
MAR-31-1996
63,935
0
471,559
7,989
663,656
1,328,405
1,965,456
1,045,018
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2,594,786
2,594,786
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23,588
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102,719
174,899
0
0
0
174,899
2.36
2.34