

By order of the Commission.

Issued: October 14, 1982.

Kenneth R. Mason,  
Secretary.

[FR Doc. 82-28857 Filed 10-19-82; 8:45 am]

BILLING CODE 7020-02-M

[Investigation No. 337-TA-132]

**Certain Hand-Operated, Gas-Operated Welding, Cutting and Heating Equipment and Component Parts Thereof; Order No. 5: Order Redesignating Presiding Officer**

For reasons of administrative management and judicial economy, and pursuant to my authority as Chief Administrative Law Judge, I hereby relieve Administrative Law Judge Donald K. Duvall and designate Administrative Law Judge Janet D. Saxon as Presiding Officer in the above-styled investigation, effective this date.

Accordingly, the Preliminary Conference set for October 25, 1982 by Order No. 4, issued on October 7, 1982, is hereby cancelled.

The Secretary shall serve a copy of this order upon all parties of record and shall publish it in the **Federal Register**.

Issued: October 13, 1982.

Judge Donald K. Duvall,  
Presiding Officer.

[FR Doc. 82-28867 Filed 10-19-82; 8:45 am]

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[Investigation No. 337-TA-119]

**Certain High Precision Solenoids and Components Thereof; Commission Request for Comments Regarding Proposed Termination of Investigation Based on a Settlement Agreement**

**AGENCY:** U.S. International Trade Commission.

**ACTION:** Request for public comment on the proposed termination of the above-captioned investigation based on a settlement agreement.

**SUMMARY:** The settlement agreement would result in the termination of this investigation. This notice requests comments from the public on the proposed termination.

**SUPPLEMENTARY INFORMATION:** This investigation is being conducted under section 337 of the Tariff Act of 1930 (19 U.S.C. 1337) and concerns alleged unfair trade practices in the importation into and sale in the United States of certain high precision solenoids and components thereof. Notice of the institution of the investigation was published in the **Federal Register** of March 16, 1982 (47 FR 11330).

Complainant Ledex, Inc., respondents Shindengen Electric Manufacturing Co., Ltd., Denistron Corp., Photo Chemical Products of Calif., Inc., E-M Devices, Dynel Co., Zaslow Sales Co., Inc., and Taylor Marketing and Sales Co., and the Commission investigative attorney have jointly moved to terminate the investigation as to all respondents pursuant to 19 CFR 210.51(c). On September 17, 1982, the presiding officer recommended that the joint motion be granted (Order No. 11).

**SETTLEMENT AGREEMENT:** The relevant terms of the public version of the settlement agreement are summarized as follows:

1. In full and complete satisfaction and settlement of all claims by Ledex, Shindengen agrees to pay Ledex a certain sum of money and other good and valuable consideration, receipt of which is acknowledged.

2. Except for Respondents' obligations under the Settlement Agreement, Ledex for itself and its successor remises, releases, and forever discharges Shindengen, Densitron, Photo Chemical, E-M Devices, Zaslow, Taylor and Dynel from any and all liability, claims, demands and/or causes of actions and claims for damages and/or royalties at law or in equity claimed or arising out of or in connection with any claim against Shindengen, Densitron, Photo Chemical, E-M Devices, Zaslow, Taylor, and Dynel.

3. Shindengen, Densitron, Photo Chemical, E-M Devices, Zaslow, Taylor and Dynel, for themselves and their successors, remise, release and forever discharge Ledex from any and all liability, claims, demand and/or causes of action, and claims for damages in law or in equity, arising out of or in connection with any claims, which against Ledex, Shindengen, Densitron, Photo Chemical, E-M Devices, Zaslow, Taylor and Dynel ever had or now have, and attorneys' fees, including costs.

4. In the event any provision of the Settlement Agreement shall be held illegal or invalid by any duly constituted authority, such illegality or invalidity shall not affect the validity or enforceability of the remaining provisions.

**WRITTEN COMMENTS REQUESTED:** In order to discharge its statutory obligation to consider the public interest, the Commission seeks written comments from interested persons regarding the effect that the proposed termination of the investigation based on the settlement agreement may have on (1) the public health and welfare, (2) competitive conditions in the U.S. economy, (3) the production of like or

directly competitive articles in the United States, and (4) U.S. consumers. All written comments must be filed with the Secretary to the Commission no later than 30 days after publication of this notice in the **Federal Register**. In addition, pursuant to 19 CFR 210.14(a)(2), the Commission has requested comments from the Department of Health and Human Services, the Department of Justice, the Federal Trade Commission, and the U.S. Customs Service.

**ADDITIONAL INFORMATION:** The original and 14 copies of all written submissions must be filed with the Secretary, U.S. International Trade Commission, 701 E Street NW., Washington, D.C. 20436, telephone 202-523-0161. Any person desiring to submit a document (or portion thereof) to the Commission in confidence must request confidential treatment. Such requests should be directed to the Secretary to the Commission and must include a full statement of the reasons the Commission should grant such treatment. The Commission will either accept the submission in confidence or return it. All nonconfidential written submissions will be available for public inspection at the Secretary's Office.

**FOR FURTHER INFORMATION CONTACT:** Warren H. Maruyama, Esq., Office of the General Counsel, U.S. International Trade Commission, 701 E Street NW., Washington, D.C. 20436, telephone 202-523-0375.

By order of the Commission.

Issued: October 13, 1982.

Kenneth R. Mason,  
Secretary.

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[Investigation No. 337-TA-115]

**Certain Power Woodworking Tools, Their Parts, Accessories and Special Purpose Tools; Commission Request for Comments Concerning Proposed Termination of Six Respondents Based on Settlement Agreements**

**AGENCY:** U.S. International Trade Commission.

**ACTION:** Request for public comments on proposed termination of six respondents in the above-captioned investigation based on settlement agreements.

**SUMMARY:** Complainant Shopsmith, Inc., has jointly moved with respondents King Feng Fu Machinery Works Co., Ltd. (KFF), ABCA, Inc. (ABCA), Johnson Metal Industries Co., Ltd. (Johnson

Metal), Master Woodcraft and Hobby Machine Co. (Master Woodcraft), United States Metal Service, Inc. (United Metals), and Big Joe Industrial Corp. (Big Joe) in several motions (KFF and ABCA, motion No. 115-13, filed Aug. 2, 1982; United Metals, motion No. 115-14, filed Aug. 3, 1982; Johnson Metal and Master Woodcraft, motion No. 115-15, filed Aug. 16, 1982; Big Joe, motion No. 115-16, filed Aug. 16, 1982) to terminate the investigation with regard to those respondents on the basis of written settlement agreements. This notice contains a nonconfidential synopsis of the settlement agreements involved and seeks comments on the proposed terminations based thereon.

**DATES:** Comments will be considered if received November 19, 1982. Comments should conform to § 201.8 of the Commission Rules of Practice and Procedure (19 CFR 201.8) and should be addressed to Kenneth R. Mason, Secretary, U.S. International Trade Commission, 701 E Street, NW., Washington, D.C. 20436

**FOR FURTHER INFORMATION CONTACT:** Michael P. Mabile, Esq., Office of the General Counsel, U.S. International Trade Commission, 701 E Street NW., Washington, D.C. 20436; telephone 202-523-0189

**SUPPLEMENTARY INFORMATION:** Notice of the institution of this investigation was published in the *Federal Register* on January 28, 1982 (47 FR 4165).

### Synopsis of the Settlement Agreements

*KFF (foreign manufacturer/exporter) and ABCA (U.S. importer)*

The design of the KFF tool in controversy will be changed as soon as possible but not later than 4 months after the execution of this agreement. During the 4-month period after the date of execution of this agreement, KFF and ABCA will maintain approximately the same ratio of inventory to sales as during the 4-month period preceding execution of the agreement. At the end of the 4-month period, KFF and ABCA will sell only redesigned tools.

KFF will include either a full name and address or the words "made in Taiwan" in its sales literature.

KFF and ABCA will not use photographs of Shopsmith products or the words "Shopsmith" or "Shopmate" in their marketing, promotion, and sales efforts.

*United Metals (U.S. importer)*

United Metals agrees that it will import, market, and sell only redesigned tools manufactured by either KFF or

Johnson Metal. It further agrees not to redesign or alter tools received from Johnson Metal or KFF except as required or allowed by this agreement.

Promotional material will clearly indicate country of origin, and promotional material and methods will not substantially copy those of Shopsmith, nor contain photographs or trademarks of Shopsmith.

Neither party will state or imply that the tools it is selling are manufactured by or under license from the other party.

*Johnson Metal (foreign manufacturer/exporter) and Master Woodcraft (U.S. importer)*

Johnson Metal tools sold in the United States will be redesigned in a number of specified ways to increase the dissimilarity between the tools of Johnson Metal and Shopsmith. The changes will be implemented within 4 to 8 months after the execution of their agreement. After such time only redesigned tools will be sold in the United States, except that Master Woodcraft may sell the remaining inventory in its possession at the execution of their agreement.

Each party agrees to use its best efforts to prevent its agents or distributors from engaging in actions in contravention of the agreement. Each party agrees not to take action against the other based on the action of any such agent unless the party participated in or directly assisted the agent's action.

No party will suggest that its tools are manufactured in a country other than the one in which they are manufactured.

No party will copy or use the sales literature of the other party.

No party will state or imply that its tools are manufactured by or under license from any other party.

*Big Joe (U.S. importer)*

Big Joe agrees not to make any alterations to the redesigned tools received from Johnson Metal or KFF other than those required or allowed by this agreement.

Big Joe will not copy or use advertising and promotional material of Shopsmith. Big Joe will not use photographs of Shopsmith products or the words "Shopsmith" or "Shopmate." Big Joe will not indicate or imply that the tools Big Joe is marketing are manufactured by or under license from Shopsmith.

Big Joe is permitted to advertise and dispose of the remaining multipurpose woodworking tools it has in inventory.

### Comments Requested

In light of the Commission's duty to consider the public interest in this

investigation, the Commission requests written comments from interested persons concerning the effect of the termination of these respondents by settlement agreements upon (1) the public health and welfare, (2) competitive conditions in the U.S. economy, (3) the production of like or directly competitive articles in the United States, and (4) U.S. consumers. Written comments must be filed with the Secretary to the Commission no later than 30 days after publication of this notice in the *Federal Register*. Any person desiring to submit a document (or portion thereof) to the Commission in confidence must request confidential treatment. Such requests should be directed to the Secretary to the Commission and must include a full statement of the reasons why the Commission should grant such treatment. The Commission will either accept such submission in confidence or return it. All nonconfidential written submissions will be open for public inspection in the Secretary's Office, as are copies of the settlement agreements with confidential information deleted.

By order of the Commission.

Issued: October 14, 1982.

Kenneth R. Mason,  
Secretary.

[FR Doc. 82-26858 Filed 10-19-82; 8:45 am]

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### [Investigations Nos. 104-TAA-11 and 104-TAA-12]

#### Float Glass From Belgium and Italy

**AGENCY:** U.S. International Trade Commission.

**ACTION:** Institution of countervailing duty investigations.

**SUMMARY:** Pursuant to section 104(b)(2) of the Trade Agreements Act of 1979 (19 U.S.C. 1671 note), the U.S. International Trade Commission is instituting these countervailing duty investigations to determine whether an industry in the United States would be materially injured, or would be threatened with material injury, or the establishment of an industry in the United States would be materially retarded, by reason of imports of float glass from Belgium and Italy provided for under items 543.21 through 543.69 of the Tariff Schedules of the United States, covered by outstanding countervailing duty orders, if the orders were to be revoked.

**EFFECTIVE DATE:** October 8, 1982.

**FOR FURTHER INFORMATION CONTACT:** Vera Libeau, Supervisory Investigator, Office of Investigations, U.S.