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**IN THE**

**SUPREME COURT**

**OF THE UNITED STATES**

OCTOBER TERM, 1966

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**No. 29, Original**

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STATE OF TEXAS AND STATE OF NEW MEXICO,  
Plaintiffs,

v.

THE STATE OF COLORADO, Defendant.

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**ANSWER OF THE STATE OF COLORADO**

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**Attorneys for the State of Colorado**



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COMES NOW the State of Colorado, by its Attorney General, in response to the Order of this Court of December 11, 1967, and answers the Complaint of the State of Texas and the State of New Mexico as follows:

**A.**

The State of Colorado respectfully moves that the complaint be dismissed on the grounds set out in the Brief of the State of Colorado in Opposition to the Motion for Leave to File the Complaint herein. The grounds are that the complaint shows on its face that

(1) The United States is an indispensable party, and has not given its consent to be sued;

(2) The United States has not given its consent to be sued, nor has it intervened in these proceedings;

(3) The availability of an administrative solution to the problem renders litigation unnecessary; and

(4) The Elephant Butte Irrigation District and the Middle Rio Grande Conservancy District are indispensable parties because any decree entered in these proceedings will determine the relative rights of water users in those districts, because they are the real parties in interest, but cannot be joined because of the Eleventh Amendment to the United States Constitution.

## **B.**

In answer to the complaint of the plaintiff, and without waiving any of the matters set forth in Paragraph A, and as its first defense herein, defendant says:

## **FIRST DEFENSE**

### **I.**

Defendant is without knowledge or information sufficient to form a belief as to the truth of the averments contained in the first paragraph of plaintiffs' complaint, and therefore denies the same. In any event, the original jurisdiction of this Court is permissive, not mandatory, and should not be exercised in this case for the reasons hereinafter set forth.

## II.

Defendant admits the allegations of paragraph II of the complaint.

## III.

Defendant admits that the purpose of the Rio Grande Compact referred to in Paragraph III of the Complaint was to afford an equitable apportionment of the waters of the Rio Grande above Fort Quitman, Texas, but denies that the Compact referred to in said Paragraph III accomplished that purpose. Defendant admits the other allegations of Paragraph III of the Complaint.

## IV.

Defendant denies that Article III of the Rio Grande Compact imposes upon the state of Colorado any obligation whatsoever and particularly any obligation as set forth in Paragraph IV of the Complaint herein and in this connection shows that said Compact does not include any promise to the performance of which the law attaches an obligation. Defendant admits that discharges of water in the Rio Grande River at the Colorado-New Mexico line, measured at or near Lobatos have been substantially in the amount referred to in Paragraph IV of the Complaint under a column headed by the words "Actual Delivery". Defendant denies each and every other allegation contained in said Paragraph IV.

## V.

As to Paragraph V of the complaint, defendant alleges that the interpretation of Article VI of the Rio Grande Compact as contained in said Paragraph V is erroneous

and contrary to the fact in that, First: Article VI of the Compact does not constitute any promise to the performance of which the law attaches an obligation and, Second: If a promise or obligation were made in Article VI of the Compact, such promise or obligation is a strict limitation on the allowable amount of any charge which could ever be made either in one year or in a series of years against the State of Colorado so as to demonstrate that the imputation in the complaint of a Colorado obligation to deliver a total of 939,900 acre feet of water is in direct conflict with Article VI of the Rio Grande Compact. Therefore, defendant denies the allegations contained in Paragraph V of the complaint.

#### **VI.**

Defendant denies the allegations of Paragraph VI of plaintiffs' complaint.

#### **VII.**

Defendant denies the allegations of Paragraph VII of plaintiffs' complaint.

#### **VIII.**

Defendant denies every allegation, statement and matter contained in the complaint of the plaintiffs not hereinbefore specifically admitted.

### **SECOND DEFENSE**

And for a second defense to the complaint of the plaintiffs, defendant says:

## I.

It adopts by reference paragraphs numbered I through VIII inclusive of its first defense herein.

## II.

The United States is an indispensable party to this suit because:

(a) By its Convention with Mexico concluded May 21, 1906, (34 Stat. 2953), the United States is obligated to deliver to Mexico 60,000 acre-feet of water annually at a point near the city of Juarez, Mexico. Water so delivered to Mexico comes from Elephant Butte Reservoir which was constructed in part to guarantee the required water deliveries to Mexico. No decree may be entered determining or enforcing the rights of Texas or New Mexico arising out of the Rio Grande Compact without making a provision to assure the delivery of water to fulfill the obligations of the United States under the Convention of 1906. A decree may not be entered herein without adjudicating the superior rights of the United States. No decree should be entered which will subject this defendant to any judicial process which will require it at its peril to operate water facilities under its control in such a manner as to comply with that decree and at the same time recognize the undetermined superior rights of the United States.

(b) The United States owns, maintains and operates Platoro Reservoir on the headwaters of the Conejos River in Colorado. Under Article VIII of the Rio Grande Compact, the United States, as owner and operator of the Platoro Reservoir may have obligated itself to make releases to Texas and New Mexico upon their demand. It may also

have obligated itself to make releases to the Conejos Water Conservancy District in Colorado. In the absence of the United States, instructions by the Water Master proposed by plaintiffs in their prayer for relief in their complaint would not be binding upon the United States, as the Water Master or this Court would be making rules or regulations respecting the property belonging to the United States, and not Congress, to whom such authority is delegated by paragraph (2) of Section 3 of Article IV of the United States Constitution.

Furthermore, any decree entered in this action would affect the water level in Elephant Butte Reservoir, which cannot be done in an action to which the United States is not a party.

(c) The United States owns the following water rights out of the Rio Grande and its tributaries in Colorado:



# WATER RIGHTS OWNED BY U.S. WILDLIFE REFUGE

Name of Ditch	Stream	Priority No.	Priority Date	Amt. of Decree In CFS.	Approximate Amt. in CFS. Owned by U.S. Wildlife Service
Chicago	Rio Grande	174	July 15, 1879	23.20	46.8
		196	Dec. 31, 1880	3.20	
		1916-100		40.00	
		1934-14	April 24, 1924	40.00	
Costillo	Rio Grande	293	Aug. 11, 1886	103.30	3.5
Empire Canal	Rio Grande	71	Dec. 3, 1874	1.80	4.7
		211	May 1, 1881	4.28	
		236-A	Aug. 10, 1882	312.30	
		310-A	May 16, 1887	6.00	
		335-A	May 16, 1888	2.30	
		361-A	Oct. 30, 1889	92.00	
		361-B	Jan. 31, 1890	93.32	

Monte Vista Canal	Rio Grande	224	May 31, 1882	132.20	} 31.8	— ∞ —
		358	May 24, 1889	125.30		
		1903-24A	June 30, 1891	13.35		
		1903-30A	June 30, 1892	20.58		
		1903-34A	June 30, 1893	9.44		
		1903-37	June 30, 1894	3.75		
		1903-41	June 30, 1895	1.63		
		1903-45A	June 30, 1896	10.42		
		1903-46A	June 30, 1897	5.21		
		1903-49B	June 30, 1898	14.33		
		1903-52A	June 30, 1899	4.56		
New	Rio Grande	1903-22	June 30, 1890	2.61	2.61	
		1903-49A	June 30, 1898	2.61	2.61	
		1903-62	June 30, 1902	5.21	5.21	
		1959-25	May 15, 1936	20.00	20.00	
Stewart	Rio Grande	1959-34	1951	20.00	20.00	

## WATER RIGHTS OWNED BY U.S. WILDLIFE REFUGE

Name of Ditch	Stream	Priority No.	Priority Date	Amt. of Decree In CFS.	Approximate Amt. Owned by U.S. Wildlife Service
San Luis Valley	Rio Grande	270	Jan. 5, 1885	92.90	2.6
		357	April 1, 1889	0.70	
		362	April 1, 1890	3.40	
		1903-22B	June 30, 1890	161.46	
		1903-22F	June 30, 1890	5.21	
		1903-24D	June 30, 1891	44.27	
		1903-24G	June 30, 1891	11.07	
		1903-34D	June 30, 1893	31.25	
		1903-34H	June 30, 1893	15.63	
		1903-37C	June 30, 1894	10.42	
		1903-37F	June 30, 1894	13.02	
		1903-41C	June 30, 1895	7.81	
		1903-45D	June 30, 1896	18.25	
		1903-45G	June 30, 1896	14.33	
		1903-46D	June 30, 1897	20.84	
		1903-49E	June 30, 1898	26.04	
		1903-49H	June 30, 1898	10.42	
		1903-52D	June 30, 1899	10.42	
		1903-57B	June 30, 1900	27.34	
		1916-30	Dec. 15, 1890	50.00	

McNeil No. 1	Rock Creek	1903-47	April 15, 1898	1.20	1.20
McNeil No. 2	Rock Creek	1903-47A	April 15, 1898	1.20	1.20
Parma	Rock Creek	1959-11	June 4, 1919	21.00	21.00
Getz Seepage No. 3	Seepage	1959-12	June 4, 1919	26.00	26.00
Getz Seepage No. 4	Seepage	1959-13	June 4, 1919	8.50	8.50
Deekman No. 1	Spring Creek	186	May 6, 1880	0.90	0.90
Deekman No. 2	Spring Creek	212	May 8, 1881	0.90	0.90
Meadow	Spring Creek	286	June 24, 1885	0.80	0.80
Meadow	Spring Creek	306	April 1, 1887	3.46	3.46
Resettlement	Spring Creek	254	March 20, 1884	6.30	6.30
		291	June 30, 1886	1.00	1.00
		311	Nov. 30, 1887	1.80	1.80
		315	Nov. 30, 1887	3.20	3.20
		326	April 1, 1888	3.52	3.52
		351	April 1, 1889	2.90	2.90
Sheridan North	Spring Creek	245	April 1, 1883	1.60	1.60
		303	April 1, 1887	0.40	0.40
Sheridan South	Spring Creek	238	Sept. 30, 1882	1.00	1.00
		299	March 31, 1887	1.00	1.00
		321	April 1, 1888	1.00	1.00
South Farm Meadow	Spring Creek	1903-7A	June 30, 1884	15.00	15.00
Spruce Lawn	Spring Creek	316	Feb. 10, 1888	1.00	1.00
		1903-53A	April 1, 1900	10.00	10.00
		1903-59	Oct. 15, 1900	6.00	6.00

The United States owns and operates the Monte Vista Wildlife Refuge covering 13,674 acres and located near Monte Vista, Colorado, and the Alamosa Wildlife Refuge covering 1,774 acres and located near Alamosa, Colorado. It utilizes the water rights above described on these Wildlife Refuges.

The United States owns many thousands of acres of national forest in the San Luis Valley in which the waters of the Rio Grande River and its tributaries arise. Defendant is informed and believes that the United States claims some undefined, inchoate rights to waters on these forest lands, which claims are denied by Colorado.

The Pueblo Indians of New Mexico use waters of the Rio Grande and its tributaries above San Marcial and claim rights therein prior to all others.

This Court has no jurisdiction to enter an order affecting the property rights of the United States in any action in which the United States is not a party.

(d) As the owner of reservoirs on the Rio Grande and its tributaries, the United States is vitally interested in the definition, validity and amount of any "debits," as that term may apply to Colorado. The interest of the United States in the quantity of water in storage in the reservoirs it owns and operates on the Rio Grande and its tributaries arises in part from the following circumstances:

(1) The yearly payment to the United States by El Paso County Water Improvement District No. 1 for water delivered from Elephant Butte Reservoir is dependent upon the amount of water available for delivery;

(2) The amount paid by the Conejos Water Conservancy District to the United States for irrigation water out of Platoro Reservoir is dependent upon the amount of water delivered to the District the preceding year;

(3) The amount of electricity generated at Elephant Butte Reservoir power plant is directly dependent upon the amount of water released from Elephant Butte Reservoir, and the size of the payment to the United States is directly dependent upon the amount of electricity generated.

If Colorado were obligated to deliver water under the Compact, as implied in the complaint, the United States could not lawfully deliver irrigation water out of Platoro Reservoir. It is therefore to the interest of the United States to have a determination by the Court in this case that discharges of water across the Colorado-New Mexico line do not preclude profitable Platoro Reservoir deliveries.

By reason of the repayment contract with the El Paso County Water Improvement District No. 1 and the power contracts for power generated at Elephant Butte Reservoir, the interest of the United States is to bring about as large a water discharge as possible on the part of both Colorado and New Mexico so that there will be as much water as possible available for delivery to the El Paso District and for the generation of power.

These two interests of the United States are directly conflicting and are irreconcilable, and this Court, in the absence of the United States as a party to this action, cannot make a determination as to where the balance of interests of the United States may lie.

(e) In addition to the conflict of interest of the United States arising from the El Paso, Platoro and power contracts, there are additional reasons why the United States is an indispensable party to this litigation:

(1) Article VI of the Compact provides that if there is an actual or hypothetical spill of usable water from project storage (Elephant Butte and Caballo reservoirs), the accrued debits of Colorado and New Mexico shall be canceled. In addition, Article VI provides that, whenever the accrued debits of Colorado and New Mexico are larger than the unfilled capacity of project storage, such debits are reduced by the amount of such excess. Therefore, Colorado becomes vitally concerned with New Mexico's debit position and the rate at which New Mexico will deliver water to Elephant Butte Reservoir if New Mexico is obligated to deliver water due to a debit position. The faster New Mexico delivers water to Elephant Butte, the more likely it is that Colorado would be relieved through the above-quoted Compact provisions, especially when it is considered that if Colorado were obligated to make any debit deliveries they should be transmitted directly to Elephant Butte without use by New Mexico water users above Elephant Butte.

Colorado, therefore, has a vital interest in the determination of the size of any New Mexico obligation and any schedule for its repayment.

(2) The only water distributor of any consequence in New Mexico above Elephant Butte is the United States, which owns and operates the water distribution works of the Middle Rio Grande Reclamation Project, acquired under contracts with the Middle Rio Grande Conservancy District dated December 14, 1928, and September 24, 1951. In order for any New Mexico

Compact obligation to be eliminated, it will be necessary for the United States to operate the Middle Rio Grande project on whatever schedule this Court decrees, and the United States cannot be directed to comply with a decree in an action to which it is not a party.

(3) The Pueblo Indians claim superior rights to the waters of the Rio Grande in New Mexico above Elephant Butte. The schedule of repayment of any New Mexico obligation would affect the operation of El Vado Reservoir. Such a result will, in turn, affect the obligations of the United States to the Indians, impair the rights of the Indians, and affect the property rights of the United States under its contracts with the Middle Rio Grande Conservancy District. None of these results can be obtained in an action to which the United States is not a party.

(4) In 1942, Elephant Butte Reservoir spilled. Since that time the following reservoirs have been built or are being built by the United States:

Reservoir	Location	Approximate Completion Date
Platoro	Conejos River	1951
Jimez Canyon	Jimez River	1953
Abiquiu	Rio Chama	1963
Cochiti	Rio Grande (Under construction)	1970
Galisteo	Galisteo Creek (Under construction)	1969

The best opportunity to obtain an actual spill from project storage occurs when a large flood delivers a large amount of water to Elephant Butte. If these flood crests



are caught in flood control or silt retention reservoirs and later released over a period of several days or weeks, the opportunity of an actual spill is diminished. It is diminished because water users below the flood control reservoirs will make use of part of the water which otherwise would have passed them quickly. In addition to this, larger stream losses due to evaporation and transpiration occur because of the increased length of time water surface is exposed to air and wind.

The construction of these reservoirs create new and increased depletions and that appropriate adjustments must be made for these changes in the regimen of the river because the construction by the United States has created conditions so different from those prevailing at the time of making the Rio Grande Compact, by substantially reducing the likelihood of actual spill that it would be inequitable to enforce it even if it were comprehensive or valid. Either the compact is no longer enforceable because of these changes or there would have to be recomputations as though these flood control reservoirs had never been in operation.

These issues cannot be resolved in the absence of the United States because of its interest as the operator of all of the reservoirs in question.

### **THIRD DEFENSE**

And for a third defense to the complaint of the plaintiffs, defendant says:

#### **I.**

It adopts by reference paragraphs numbered I through VIII inclusive of its first defense herein.

## II.

The Rio Grande Compact if it were ever viable is inequitable, cannot be enforced, and would have to be renegotiated, or reformed so as to provide for an equitable apportionment as to Colorado before becoming a proper subject of action by this Court for the following reasons:

(a) It was entered into under a mutual mistake of fact, or conditions on the Rio Grande have so altered since the adoption of the Compact as to make the enforcement thereof inequitable or impossible. The Compact, in its introductory paragraph states:

“The State of Colorado, the State of New Mexico, and the State of Texas . . . being moved by considerations of interstate comity, and for the purpose of effecting an equitable apportionment of such waters . . .”

The basis for the allocation of the waters of the Rio Grande was the recorded information as to flow of river for the years 1928 to 1937. Either because such records were inaccurate or because the years selected were not truly representative of the flow of the river, or because natural conditions on the river have altered since the Compact was adopted, the pronouncements of the Compact relating to the flow of the Rio Grande are inequitable, and the Compact does not afford an equitable apportionment.

## III.

There was a mutual mistake of fact upon which the Compact was based and without which it would not have been executed because the provisions of Article VI of the Compact prohibit annual or accrued debits in excess of 100,000 acre feet on the part of Colorado and 200,000 on

the part of New Mexico. The debit claimed by the plaintiffs to have been accrued by Colorado so far exceed these maximums that either there was a mutual mistake of fact or conditions have so altered on the Rio Grande as make performance inequitable or impossible.

#### **IV.**

The conditions of which Texas and New Mexico complain have not resulted from any action or non-action of this defendant. Instead they have resulted from man-made and natural conditions, including the physical deterioration of the Rio Grande, and the occurrence of prolonged and unprecedented droughts. These natural conditions may be remedied only by reforestation, the prevention of erosion, the reduction in silt deposition, the degradation of the channel of the Rio Grande, the drainage of waterlogged lands, the removal of salt cedars and other water-loving plants, the construction of flood control dams and levees, and other works of an engineering nature. The man-made conditions include public works, some fostered or participated in by one or both of Plaintiffs, and can be remedied only by further public works beyond the power of the Defendant.

#### **V.**

The physical conditions above mentioned were not contemplated by the parties to the Compact at the time of either the negotiation or ratification of the Compact.

### **FOURTH DEFENSE**

And for a fourth defense to the complaint of the plaintiffs, defendant says:

**I.**

It adopts by reference paragraphs numbered I through VIII inclusive of its first defense herein.

**II.**

Equity requires that if the Compact constitutes a promise by the State of Colorado to contract a debt of water, the indebtedness of the State of Colorado, if any, be adjusted, for the reason that neither the State Line Reservoir (for which Wagon Wheel Gap Dam should be substituted (see House Document 693, Seventy-sixth Congress, Third Session) nor the Closed Basin Drain, both of which were anticipated by Article II of the 1929 Compact as approved by Congress by the Act of June 17, 1930 (46 Stat. 767) have been constructed. As matters now stand, Colorado is bearing her burden of the international obligation to the Republic of Mexico without the aid of physical works to assist in the delivery of water under the Compact, contrary to the intention of the states signatory to the 1929 Compact.

**FIFTH DEFENSE**

And for a fifth defense to the complaint of the plaintiffs, defendant says:

**I.**

It adopts by reference paragraphs numbered I through VIII inclusive of its first defense herein.

**II.**

If the Compact is construed as requiring defendant to improve upon natural conditions which it cannot control,

then defendant is deprived of property without due process of law and is denied the equal protection of the laws in violation of Articles V and XIV of the Amendments to the Constitution of the United States, and Article 2, Sections 15 and 25 of the Constitution of the State of Colorado.

## **SIXTH DEFENSE**

And for a sixth defense to the complaint of the plaintiffs, defendant says:

### **I.**

That this action is one which this Court should not entertain, because of the existence of an administrative solution to the problems out of which the controversy stems; that defendant is diligently pursuing such solutions.

### **II.**

That in spite of the fact that many of these administrative solutions are not yet effective, and even upon Plaintiffs' assumptions of viability of the Compact, Colorado over-delivered water to the State of New Mexico, during 1966, in the amount of 12,600 acre feet, and under-delivered approximately 19,500 acre feet in 1967, leaving a net deficit for these two years of only 6,900 acre feet.

### **III.**

That defendant believes that after a reasonable time has elapsed during which further administrative remedies of a physical nature can be developed, even the Plaintiffs' assumed present Compact discharge schedules will occur, so that there will be no water shortage at the Colorado-

New Mexico state line under which a judicial determination of the rights and obligations of the parties under the Rio Grande Compact will be necessary.

### **SEVENTH DEFENSE**

And for a seventh defense to the complaint of the plaintiffs, defendant says:

#### **I.**

That the Eleventh Amendment to the Constitution of the United States denies to this Court jurisdiction over any suit in law or equity commenced or prosecuted against a state by citizens of another state.

#### **II.**

That in truth and fact, this action is one by citizens of New Mexico, namely the Elephant Butte Irrigation District and the Middle Rio Grande Conservancy District, and their individual beneficiaries, none being citizens of Colorado, against the State of Colorado; that these agencies and beneficiaries are the real parties in interest; that their rights and claims are in conflict with each other and are inconsistent with each other, and that they cannot, under the provisions of the Eleventh Amendment to the Constitution of the United States, maintain this action.

### **COUNTERCLAIM**

And for its eighth separate answer and as a counterclaim against the plaintiff, State of New Mexico, defendant says:

#### **I.**

The jurisdiction of this Court is invoked under Article III, Section 2, Clause 2 of the Constitution of the United States.

**II.**

It incorporates by reference paragraphs I through VIII, inclusive, of its first defense herein.

**III.**

At the end of 1966, under the theory of its complaint herein, New Mexico had failed to meet its scheduled deliveries under the Rio Grande Compact by more than 420,000 acre feet of water.

**IV.**

The failure of the State of New Mexico to meet its scheduled deliveries of water directly affects the quantity of water in storage in Elephant Butte Reservoir, which, in turn affects any rights or obligations of defendant under said Compact.

**V.**

No determination of any alleged default in the performance by defendant of any promise contained in said Compact can be made without first determining the extent of any default of the State of New Mexico thereunder, and the effect thereof upon any rights or obligations of the defendant.

WHEREFORE, the State of Colorado prays:

1. That the complaint of the plaintiffs be dismissed for the lack of the United States, an indispensable party.
2. In the event the United States should intervene, that a determination be made that the Rio Grande Com-

pact is ineffective to create any enforceable obligations to be performed by the State of Colorado.

3. In the event the United States should intervene, and this Court should find that the Rio Grande Compact contains provisions which require performance of some act or acts by the State of Colorado, then that a determination be made that the State of Colorado is not in default of such performance.

4. In the event the Court should find that Colorado is in default of some obligation under said Rio Grande Compact, that the Court find that said Compact is inequitable, impossible of performance and unenforceable because entered into under a mutual mistake of fact or because of changed natural conditions or changed man-made conditions on the river since the negotiation of the Compact.

5. That if the Court should find the Compact valid and enforceable, then under defendant's cross-complaint against the State of New Mexico, the Court determine the extent of the default of the State of New Mexico under the Rio Grande Compact and determine the effect of such default upon the rights and obligations of Colorado thereunder.

6. That if the Court should find the Compact valid and enforceable, then this Court issue its decree commanding the State of New Mexico, its officers, agents and political subdivisions to deliver water in the Rio Grande at Elephant Butte Reservoir in accordance with the Rio Grande Compact, and further, requiring the State of New Mexico to eliminate her accrued debit under the Compact.



7. That judgment enter for the defendant and that the plaintiffs take nothing by their complaint.

8. For such other and further relief as the Court may deem appropriate, including, but not limited to, the appointment of a water master empowered to control the diversion, storage and use of Rio Grande Basin water within the State of New Mexico.

Respectfully submitted,

DUKE W. DUNBAR,  
Attorney General of Colorado

JAMES D. GEISSINGER,  
Assistant Attorney General

RAPHAEL J. MOSES,  
Special Assistant Attorney General

GLENN G. SAUNDERS,  
Special Assistant Attorney General

JOHN M. DICKSON,  
Special Assistant Attorney General

**Attorneys for the State of Colorado**

## PROOF OF SERVICE

I, DUKE W. DUNBAR, one of the attorneys for Defendant State of Colorado, and a member of the Bar of the Supreme Court of the United States, hereby certify that on the 9th day of February, 1968, I served copies of the foregoing Answer on Plaintiffs herein by mailing copies of this Answer in a duly addressed envelope with first-class postage pre-paid, to each of the following in this cause:

Honorable John B. Connally Governor of Texas Capitol Building Austin, Texas	Governor of the State
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Honorable David F. Cargo Governor of New Mexico Capitol Building Santa Fe, New Mexico	Governor of the State
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Honorable Crawford C. Martin Attorney General of Texas Capitol Station Austin, Texas 78711	Attorney General of the State
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Honorable Boston E. Witt Attorney General of New Mexico State Capitol Santa Fe, New Mexico 87501	Attorney General of the State
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DUKE W. DUNBAR



