

Opinion No. 47-5106

November 24, 1947

BY: C. C. McCULLOH, Attorney General

TO: Mr. Victor Salazar, Chairman, New Mexico Reciprocity Comm., Santa Fe, New Mexico.

{*112} We wish to acknowledge receipt of your inquiry of November 19, 1947, pertaining to whether or not operations of an interstate carrier who also operates in intrastate commerce between fixed termini in New Mexico, would be covered by an interstate reciprocity agreement into which this state might enter with some other state.

Section 2 of Chapter 56, Laws of 1947, provides, in part, as follows:

"The State of New Mexico hereby declares it to be its policy to grant to non-residents of the State, whose motor vehicles, trailers or semi-trailers, are properly registered or licensed in a state or territory of the United States or the District of Columbia, while engaged in instate commerce in the State of New Mexico, **provided such non-residents do not operate legally for hire between fixed termini in New Mexico,** * * *"

From the foregoing language, it {*113} is our opinion that even though a carrier might be engaged in interstate commerce, if such carrier operates legally for hire between fixed termini in New Mexico, such carrier would not be covered by any interstate reciprocity agreement into which the State of New Mexico might have entered with some other state.

Trusting that the foregoing satisfies your inquiry, I am

By ROBERT V. WOLLARD,

Asst. Atty. General