

THE ARIZONA CITIZEN.

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No. 24.

THE ARIZONA CITIZEN.

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ADVERTISING RATES:
Twelve lines in type, one sq.
One square, twelve lines, one time, \$1.00
Each subsequent insertion, 15 cents
Longer notices, per quarter, \$8.00
Palm-leaf notices, free. Obituary notices, 10 cents per square, in poetry, 25 cents per line.

Business advertisements at Reduced Rates. Office Northwest corner Main and Congress streets.

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W. N. Kelly, newsdealer at Prescott, has the CITIZEN for sale, and has authority to receive and remit for money due us.
J. P. Fisher, 20 and 21 New Merchants Exchange, is our authorized agent in San Francisco.
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Will practice in all Courts in this Territory.

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Special assistance given in obtaining patents for Mining and Preemption claims. Office south side Congress street, Tucson, Arizona.

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Will attend to the prosecution of cases before the General Land Office and all the Departments of the Government.

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R. A. WILBUR, M. D.
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CONVULS PLEASANT AND CONVENIENT.
Will resume the practice of his profession Thursday, July 1. Will give attention to preference to diseases of women and children.
Office hours from 9 a. m. to 3 p. m. and evening.

Garden Seeds. Garden Seeds.
KELLY & STEPHENS,
Wholesale and Retail Dealers
TUCSON, ARIZONA.
GARDEN SEEDS. GARDEN SEEDS.
Prescott, Arizona.
All orders by mail promptly attended to.
February 3. 17-18

Palace Hotel.
MARSH & PROSSER, Proprietors.
THE PROPRIETORS FEEL JUSTIFIED in soliciting patronage, in the full assurance that they can please all who may become their guests.
Comfortable Rooms well Ventilated.
All meals served in the BEST STYLE, with the very best that the market affords.
Terms—Moderate.
January 8. 14-17

S. W. Carpenter.
RECORD OF PIMA COUNTY.
Office in the Court-house, Tucson.

NOTARY PUBLIC AND CONVEYANCER.
Notice of location of Ranches, Water Rights, Mines and Mill-sites, Deeds, Mortgages, Bills of Sale and all other legal documents executed properly and promptly at moderate charges.
Records searched FREE of charge.

Tucson Assay Office.
I REG LEAVE TO INFORM MY friends and the public in general that I have opened an
Assay Office in Tucson,
and am ready for work in any line of my business at following prices:
Single Assays for Gold and Silver, \$3.50.
Single Assays for Copper, 50 cents.
Single Assays, Copper, Gold & Silver, \$5.00.
SAMUEL HUGHES, Assayer.
Tucson, Feb. 6, 1876. 18-17

Celestial Restaurant
—by—
Hop Kee & Co., Tucson, Arizona.
THIS FIRST-CLASS RESTAURANT IS on Congress street near the Custom House.
The Chief Cook and Baker, is "Hop Kee," one of the very best and who is well known to be such.
Hop Kee & Co. have their own garden and always keep their table well supplied with the best articles in the market.
Patronage is solicited.
Fare Excellent and Charges Reasonable by the Day, Week or Month.
December 4. 9-17

SUPREME COURT OF ARIZONA.

JANUARY TERM, 1876.

Pedro Charaleau, Plaintiff and Appellant, vs Richard Woffenden, Defendant and Respondent.

On Appeal from the First District Court, Pima County, Arizona.

Titus & Hughes for appellant, Farley & Pomroy, for respondent.
Opinion of the court by Associate Justice C. A. Tweed.

The action was ejectment for three quarter sections of land, lying in Pinal county and contiguous to each other, described in the complaint by their legal subdivisions and as being generally known as the Robledo, Moreno and Duran ranches.

In his complaint, the plaintiff alleges that he was seized in fee of the premises on the eleventh day of February, 1874, and that while so seized with, on the fifth day of July, 1875, he was ousted by the defendant.

The answer denies that the plaintiff was ever seized of the premises, or was ever entitled to the possession of the same or any part thereof; denies that the defendant entered into the possession of the premises while the plaintiff was seized, or at any other time; alleges seizure, in himself, of one quarter section of the lands, on the first of October, 1873, by virtue of a deed of bargain and sale for the consideration of \$200, from Abram Moreno and his wife, Mariano Moreno, to Anna C. Woffenden, the wife of the defendant, bearing date the above mentioned, and alleges seizure of the other two quarter sections, on the tenth of December, 1873, by deed of bargain and sale of that date, for the consideration of \$210, from Ygnacio Robledo and Romula Robledo, his wife, to the said wife of the defendant; alleges that the said Anna C. Woffenden was on the first of October, 1873, and on the tenth day of December 1873, and still was, at the date of the answer, the wife of the defendant.

On the trial, the plaintiff offered in evidence a deed for the premises from Anna C. Woffenden, to the plaintiff, made February 11, 1875, for the consideration of \$500.

Defendant's counsel objected to the admission of the deed on the grounds: First, that the acknowledgment was defective, having been taken before a Justice of the Peace, not a proper officer; second, that it did not contain the declaration required by the statute, as to the person signing the same having been examined separately and apart from and without the hearing of her husband, &c., &c. Third, that it had been taken before Anna C. Woffenden had power to convey the premises; that it had been admitted in open court, by plaintiff's counsel, that from August, 1872, the said Anna C. Woffenden had been and then was the wife of the defendant, and that no showing had been made or offered that the premises were her separate property. Those objections were collectively sustained by the court, and the plaintiff excepted to the ruling.

Assuming for the present that the premises in the controversy were the separate property of the grantor, and pressing for the present also the question whether any acknowledgment on the part of the grantor of the deed was necessary to entitle it to be received in evidence in the case between these parties, was the acknowledgment defective in having been taken before a Justice of the Peace, or in that it was not made upon an examination separate and apart from and without the hearing of her husband?

In Miller vs Fisher, decided at the last term of this court on a hearing held before a full bench, it was held without dissent on the part of either member of the court, that under the Act of 1871, it was not necessary that the contract by a married woman of the age of 21 years and upwards, as to her separate property, should be evidenced by a writing signed by her and acknowledged by her, upon an examination separate and apart from her husband, &c., &c.

We are now asked to reconsider this ruling, and adopt the theory that the Act of 1871 operated to change the law in this regard to this extent only, that the wife may convey without being joined with the husband in the conveyance, but must still acknowledge the execution of the instrument, separate and apart, &c., &c., as required by the Act of 1865. One year has passed since the decision in Miller vs Fisher was made and published, and important rights have doubtless grown up and vested under the construction which we then gave to the statutes in question.

In such a case the reasons for overruling a former decision should be very clear and conclusive. Besides this, unless it very clearly appears that the former ruling was erroneous, the court may properly consider whether the construction given to the statute, by its former decision on the ruling it is now urged to make, is most beneficial to the parties whose rights are to be controlled thereby.

Conceding then, for the present, that there may be reasonable doubts as to the correctness of the former ruling, does the construction thus given to the statute deprive the wife of any substantial right, or in any manner make such rights less secure; does it deprive her of any safeguard in the control or disposition of her separate property, or make less simple and safe the rules for its disposal? In other words, is or was the provision in our statutes requiring this acknowledgment of a contract or conveyance by the wife, on an examination separate and apart from her husband, &c., of any practical use whatever? Of course there can be no doubt that under the Act of 1871, the wife may convey her separate property by her deed, without being joined by her husband. This she may do without any consultation with or consent from him. To what end then, having executed a deed for her separate property, should she be required to go before a notary, or other officer, and make this acknowledgment upon an examination separate and apart from her husband, &c.? If she desires to convey her property, she may do so without his knowledge. If the husband has coerced

ed or over-persuaded her into the execution of the conveyance, and she has been submissive to his will, as she likely to assert her own wishes and refuse to make the acknowledgment, when in the presence of a notary? If this safeguard, so called, for the wife's interest was ever, under any law for the conveyance of her separate property, of any practical value, which we very much doubt, there can be no doubt that under a law allowing the wife to convey without being joined with her husband, and without his consent or even knowledge, such a provision is a vain thing, a needless, useless requirement, productive of no possible beneficial results.

But the statute in the Howell Code, "Of Conveyances," Compiled Laws, pages 362 and 363, section 22, which it is insisted should be taken in connection with the Act of 1865, provides, "upon this examination, separate and apart from the husband, &c., the wife shall be made acquainted with the contents of the conveyance," &c., and it was gravely and earnestly urged, by counsel for respondent, that this was an important safeguard to the wife, the presumption of law being that the wife would not know the character of the instrument, until so informed by the officer taking the acknowledgment; and it is not without some regret that we admit that there were four others, authorities cited, sustaining the counsel in this position. What is the basis for such a presumption? It must be found, if anywhere, in the supposed ignorance or stupidity of the wife. Before her marriage, if of the age of 21 years, and after her husband's death, the law presumes her competent to buy, sell and convey property, and supposes she acts in such matters as intelligently as if she were of the opposite sex; but during the existence of the marriage relation, somehow this condition of ignorance and stupidity is supposed to settle down upon her, to benumb her faculties, to cast a cloud upon her intelligence, to be lifted only by the death of her spouse, or other severance of the marriage bonds. We are quite sure that the presumption contended for by the counsel for the respondent, that a woman of mature years and an American wife, comes, from the day of her marriage, to know what she is doing in the execution of a conveyance until advised of the contents of the instrument, by a notary or other officer, obtains no where else than in a court of justice, and should no longer obtain there; and we are equally certain that the Legislature of Arizona, in enacting the law of 1871, which gives to the wife the sole and exclusive control of her separate property, enabling her to convey the same without being joined with her husband, "as fully and perfectly as if unmarried," did not intend that any such presumption of the wife's ignorance or stupidity should obtain thereafter. Again, as to the utility of the provision for this acknowledgment of the wife, upon an examination separate and apart, &c., it is somewhat remarkable, considering the learning and research which has been bestowed upon the matter, that not a case has been reported, so far as we can discover, wherein it appears that this safeguard, so called, even in a single instance, operated to protect the interest of the wife, or save her from coercion or imposition. We do not remember the citation of such a case, nor have we in our own experience, nor in our association with the legal profession, known or heard of any case where this provision ever operated as a safeguard to the wife in any respect whatever. Again, while we deem the provision referred to, to be valueless to the wife as a safeguard against the coercion of her husband, and impotent to protect her, the provision is not simply harmless, but has been the occasion of frequent fraud and wrong; for it has often happened that when a wife has joined her husband in a conveyance, under laws requiring her to do so, and her acknowledgment has been made to the officer separate and apart, so fully and completely in all respects, as required by law, and the officer, purporting to comply, has failed to write the certificate of acknowledgment in the exact form required, the wife, being controlled by the husband, has refused to aid in the correction of the error, and the purchaser is left without a remedy.

It is very safe to say that greater frauds and more injustice has resulted from the requirement of this form of acknowledgment, on the part of the wife, than would be likely to obtain where the wife's acknowledgment may be taken in other cases. Again, the provision, if valueless to the wife, is not harmless. It treats the wife as an inferior person, especially liable to coercion and imposition, and as being incapable of caring for and guarding her own interests, as other sane persons are capable of doing.

If our statutes of 1864 and 1865, which counsel for respondent insists are still in force, are so, and are not repealed by the Act of 1871, the woman who married yesterday, and was possessed of a fortune acquired by her own learning, labor or skill, cannot today make a valid sale of a dilapidated sawing machine, without putting the contract in writing, and going before a Justice of the Supreme Court, or other officer, and acknowledging upon an examination, separate and apart from her husband, &c., the contents of the instrument, (which she may have written herself), that she executed the same freely and voluntarily, &c.

We will now examine the several Acts of our Legislature, bearing upon the question under consideration, and in the light of these enactments review the decision in the case of Miller vs Fisher; for if it clearly appears that the law was not what it was declared to be in that case, the construction we then gave to the statute must be overruled, however beneficial that construction may appear to be, to those whose rights and interests are involved in the question. Section 1, chapter 32, of the rights of married women, of the Howell Code, reads as follows: "The husband and personal estate of every female, acquired before marriage, and all property, real and personal, to which she may afterwards become entitled by gift, grant, inheritance, devise, or in any other manner, shall be and remain the estate and property of such female, and shall not be liable for the debts,

obligations or engagements of her husband, and may be contracted, sold, transferred, mortgaged, conveyed, devised or bequeathed by her, in the same manner as if with like effect, as if she were unmarried." Section 2, of chapter 42, "of conveyances," Howell Code, reads as follows: "Husband and wife may, by their joint deed, convey the real estate of the wife in like manner as she might do by her separate deed if she were unmarried." Section 19, same chapter, reads as follows: "A married woman may convey any of her real estate, by any conveyance thereof, executed and acknowledged by herself and her husband, and certified in the manner hereinafter provided by the proper officer taking the acknowledgment." Section 21, same chapter, reads as follows: "Any officer authorized by this chapter to take the proof or acknowledgment of any conveyance, whereby any real estate is conveyed, or may be affected, may take and certify the acknowledgment of a married woman to any such conveyance of real estate." Section 22, same chapter, reads as follows: "No such acknowledgment shall be taken, unless such married woman shall be personally known to the officer taking the same, to be the person whose name is subscribed to such conveyance, as a party thereto, or shall be proved to be such by a credible witness; nor unless such married woman shall be made acquainted with the contents of such conveyance, and shall acknowledge on an examination separate and apart from her husband, and that she executed the same, freely and voluntarily, without fear or compulsion or undue influence of her husband, and that she does not wish to retract the execution of the same."

The next section prescribes merely the form of the certificate of a notary public, and the provisions of the section are not to be quoted. The same chapter designates the officers who may take acknowledgments of deeds in the Territory, among whom are notaries public, and justices of the peace, of the proper county.

In the case of Miller vs Fisher the court overlooked the provisions in the statute on conveyances, contained in the Howell Code, and quoted above, and regarding the acknowledgment of the wife, upon an examination separate and apart, &c., of the rights of married women, &c., as controlling upon the questions as to what the law was upon the subject in 1864, held that it was the intention of the Legislature, by the Act of 1871, to reinstate married women of the age of 21 years and upwards, as to their rights to their separate property, to the same status in which they stood, as was supposed by the court, under the provisions of the section referred to in the Act of 1864, "of the rights of married women."

An attempt was made by the counsel for the respondent, to reconcile this section with the several sections of the chapter on conveyances, above quoted, but to us the provisions of these two chapters seem irreconcilable. The first section quoted, authorizes the wife "to contract, sell, transfer, mortgage, convey, devise or bequeath her separate property, in the same manner, with the like effect, as if she were unmarried." Her conveyance as soon as made would be effective. The delivering of the deed by her would divest her of all interest in the property, without any acknowledgment whatever. Whereas, under the section referred to in the chapter on conveyances, above quoted, the wife's deed of her separate property would be a nullity, until acknowledged, as in that statute provided. Standing alone and uncontrolled by other provisions, there can be no doubt that under the first section of the Act of 1864, a married woman, without being joined by her husband, could convey her separate property, in the same manner and with the like effect, as if she were unmarried, and that no longer be hampered with conditions and provisions, in the transfer and conveyance of her separate property, which are not imposed upon unmarried women.

Among all the rules for the construction of statutes, so literally quoted by the respondent's counsel, no one is more likely to lead to a truer interpretation of the intention of the Legislature, in an enactment, than that of giving to its language and scope the meaning it would convey to the common mind. It was upon such a reading of this Act of 1871 that this court held that the acknowledgment, separate and apart, &c., by the wife, as to her separate property, was no longer necessary to her conveyance thereof. The Act was certainly calculated to mislead those acting under it, if it is to be construed as requiring any other act or observance of any other formula, on the part of a married woman, than is required of an unmarried one. We think it is clear that the Legislature intended by the Act just what any person of ordinary intelligence would understand by it, and would receive and adopt as its obvious meaning. And we have no doubt that the common understanding of intelligent persons, as to the meaning of the Act, would be in precise accordance with the construction we gave to it, in Miller vs Fisher.

Again, had the Act been intended in this regard only to relieve married women from being joined in a conveyance of their separate property by their husbands, and not to extend farther, it seems to us the Legislature would have used other terms than those with which the section concludes, and would have said, "as fully and perfectly as if so joined," rather than the terms, "as fully and perfectly as if unmarried."

Certainly such a wording of the statute would make the construction given to it by the counsel of the respondent, much more plausible than the terms therein used. But the counsel for the respondent insists that the requirement as to the acknowledgment, contained in section 6, of the Act of 1865, does not operate as a hindrance or obstruction to the perfect freedom of the wife in conveying her property; that the requirement has to do with the mode only, and that not in such a way as to prevent her from conveying as fully and perfectly as if unmarried. Is this so? Un-

necessary machinery impedes, and is an obstruction in the prosecution of any work, and every useless formality, the observance of which is required in the transaction of affairs, is a limitation upon the freedom exercised in the performance of the act, and that the requirement in this section of this acknowledgment does not leave the wife to convey as fully and perfectly as if she were unmarried, seems to us very clear. In fact the wife cannot convey perfectly, where such acknowledgment is required; without the certificate of the officer she cannot convey at all. No sale or other alienation of any part of such property can be made, &c., without this writing and acknowledgment, is the language of the Act of 1865. That of 1871 is, that she may convey as fully and perfectly, as if unmarried. To illustrate: Jane, a married woman, and Sarah, unmarried, each own a lot in Tucson; they both sell to a purchaser, who waits upon them while they write the deeds; each writes the deed for the lot she intends to convey; each signs and seals her deed, and in the same manner; and each delivers her deed to the purchaser and demands the contract price for the property. The purchaser hands the price of the property to Sarah, but says to Jane, "this is not your deed, nor can it become so until you go before a notary or other officer, get him to inform you of the contents of the deed you have just written, make an acknowledgment, on an examination separate and apart from your husband, &c., and then if the certificate of the officer is in proper form, your conveyance will be complete and you will be entitled to the purchase money." Each has executed and delivered her deed, in the same manner, and the Act of 1871, provides that the married woman may, by herself, without being joined by her husband, convey as fully and perfectly as if unmarried. And yet while the deed from Sarah has passed the title to the purchaser, that from Jane is wholly without effect, until she and an officer have done something, not necessary to be done, to give effect to Sarah's deed.

Again, the had used to which the cumbersome machinery of this requirement is put could hardly be more apparent than in the case before us, where the husband seeks to defeat the wife's deed, a deed which it is very clear he would never have moved her to make, and one made wholly against his wishes,—by setting up that she has not by any acknowledgment, made upon an examination separate and apart from himself, shown that he himself has not coerced or over-persuaded her to execute it.

We conclude this branch of the case by adhering to the ruling made in Miller vs Fisher, believing the Act of 1871 is and was intended by the Legislature, to be a complete enfranchisement of the wife, in the control or conveyance of her separate property, from every badge of inferiority or servitude, and relieving her from all humiliating conditions in regard thereto, not imposed upon other persons. This acknowledgment, then, separate and apart, &c., not being required in the conveyance of the separate property of the wife, it follows that no acknowledgment of the deed was necessary to entitle it to be received in evidence in this case, the defendant not being a purchaser, if it sufficiently appeared that the property intended to be conveyed was the separate property of Anna C. Woffenden.

What constitutes, then, the separate property of the wife, under the Act of 1871, taken in connection with the Act of 1865? The Act of 1865 already quoted, so far as it affects this question, provides that "all property, real and personal, of the wife, owned by her before marriage, and that acquired afterwards, by gift, bequest, devise or descent, shall be her separate property." The same Act provides, that the husband shall have the management of the wife's separate property, and that the rents and profits of the separate estate of either husband or wife, shall be common property, and that the husband shall have the entire management and control of the common property, with absolute power to dispose of the same, as of his own separate estate. The Act of 1871 gives the sole and exclusive control of her separate estate to her, if she be of the age of 21 years, with the right of disposing of the same, free from any influence of and without the consent of her husband. This sole and exclusive right of control, by the wife, of her separate property, is wholly inconsistent with the rights of her husband to the rents and profits. Of what value to the wife, would it be the right to control and convey, if upon the lease or conveyance, the rent on the one hand and the purchase money upon the other, became at once common funds, under the absolute control of the husband?

By the fourteenth section of article 11, of the constitution of California, it is provided that "all property, both real and personal, of the wife, owned or claimed by her before marriage, and that acquired afterwards by gift, devise or descent, shall be her separate property." By an Act of the Legislature of that State, regulating the relation of husband and wife, it was enacted that "the husband shall have the entire management and control of the common property, with like absolute power of disposition as of his own separate estate, and the rents and profits of the separate estate of either husband or wife shall be deemed a common property," &c.

Upon a question as to the constitutionality of this enactment, raised in the case of George vs. Ransome, 15 California, 322, the court uses the following language: "Is this so? Un-

necessary machinery impedes, and is an obstruction in the prosecution of any work, and every useless formality, the observance of which is required in the transaction of affairs, is a limitation upon the freedom exercised in the performance of the act, and that the requirement in this section of this acknowledgment does not leave the wife to convey as fully and perfectly as if she were unmarried, seems to us very clear. In fact the wife cannot convey perfectly, where such acknowledgment is required; without the certificate of the officer she cannot convey at all. No sale or other alienation of any part of such property can be made, &c., without this writing and acknowledgment, is the language of the Act of 1865. That of 1871 is, that she may convey as fully and perfectly, as if unmarried. To illustrate: Jane, a married woman, and Sarah, unmarried, each own a lot in Tucson; they both sell to a purchaser, who waits upon them while they write the deeds; each writes the deed for the lot she intends to convey; each signs and seals her deed, and in the same manner; and each delivers her deed to the purchaser and demands the contract price for the property. The purchaser hands the price of the property to Sarah, but says to Jane, "this is not your deed, nor can it become so until you go before a notary or other officer, get him to inform you of the contents of the deed you have just written, make an acknowledgment, on an examination separate and apart from your husband, &c., and then if the certificate of the officer is in proper form, your conveyance will be complete and you will be entitled to the purchase money." Each has executed and delivered her deed, in the same manner, and the Act of 1871, provides that the married woman may, by herself, without being joined by her husband, convey as fully and perfectly as if unmarried. And yet while the deed from Sarah has passed the title to the purchaser, that from Jane is wholly without effect, until she and an officer have done something, not necessary to be done, to give effect to Sarah's deed.

Again, the had used to which the cumbersome machinery of this requirement is put could hardly be more apparent than in the case before us, where the husband seeks to defeat the wife's deed, a deed which it is very clear he would never have moved her to make, and one made wholly against his wishes,—by setting up that she has not by any acknowledgment, made upon an examination separate and apart from himself, shown that he himself has not coerced or over-persuaded her to execute it.

We conclude this branch of the case by adhering to the ruling made in Miller vs Fisher, believing the Act of 1871 is and was intended by the Legislature, to be a complete enfranchisement of the wife, in the control or conveyance of her separate property, from every badge of inferiority or servitude, and relieving her from all humiliating conditions in regard thereto, not imposed upon other persons. This acknowledgment, then, separate and apart, &c., not being required in the conveyance of the separate property of the wife, it follows that no acknowledgment of the deed was necessary to entitle it to be received in evidence in this case, the defendant not being a purchaser, if it sufficiently appeared that the property intended to be conveyed was the separate property of Anna C. Woffenden.

What constitutes, then, the separate property of the wife, under the Act of 1871, taken in connection with the Act of 1865? The Act of 1865 already quoted, so far as it affects this question, provides that "all property, real and personal, of the wife, owned by her before marriage, and that acquired afterwards, by gift, bequest, devise or descent, shall be her separate property." The same Act provides, that the husband shall have the management of the wife's separate property, and that the rents and profits of the separate estate of either husband or wife, shall be common property, and that the husband shall have the entire management and control of the common property, with absolute power to dispose of the same, as of his own separate estate. The Act of 1871 gives the sole and exclusive control of her separate estate to her, if she be of the age of 21 years, with the right of disposing of the same, free from any influence of and without the consent of her husband. This sole and exclusive right of control, by the wife, of her separate property, is wholly inconsistent with the rights of her husband to the rents and profits. Of what value to the wife, would it be the right to control and convey, if upon the lease or conveyance, the rent on the one hand and the purchase money upon the other, became at once common funds, under the absolute control of the husband?

By the fourteenth section of article 11, of the constitution of California, it is provided that "all property, both real and personal, of the wife, owned or claimed by her before marriage, and that acquired afterwards by gift, devise or descent, shall be her separate property." By an Act of the Legislature of that State, regulating the relation of husband and wife, it was enacted that "the husband shall have the entire management and control of the common property, with like absolute power of disposition as of his own separate estate, and the rents and profits of the separate estate of either husband or wife shall be deemed a common property," &c.

Upon a question as to the constitutionality of this enactment, raised in the case of George vs. Ransome, 15 California, 322, the court uses the following language: "Is this so? Un-

Arizona and New Mexico Express Company.

CAPITAL, \$200,000.

HENRY WELLS, Pres. H. WICK, Treas.
Amos, N. Y. Cleveland, O.
C. H. WELLS, General Superintendent,
Tucson, Arizona.

THIS COMPANY IS NOW PREPARED to transport a

GENERAL EXPRESS BUSINESS between

Tucson and the Terminus of the Southern Pacific Rail Road.

White Water, California, running via

Florence, Phoenix, Wickenburg and Ehrenberg, Arizona.

Making close connections with their stages for PRESCOTT and Northern Arizona, and selling tickets at their offices over the

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And intermediate places, and thence to all the Principal Cities and Towns of the United States.

Quickest and Easiest Route to San Francisco.

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SHORTEST DESERT CROSSING. Good Water, Good Stations.

Six and a Half Days to San Francisco. Two Days to Prescott.

The Arizona & New Mexico Express Co., having completed its organization of lines, and employees, has entered upon a general carrying business between Tucson, Prescott, and the Terminus of the Southern Pacific Railroad, where they will make connection with Wells, Fargo & Co. for Express matter destined to all parts of the United States and Europe. Are now ready to carry passengers and do a general Express Business.

Letter Postages will be carried on all our stages. Three times each week, each way. Government Stamped Envelopes will be sold by us at all our offices, with our frank, carrying letters to any part of the United States and Europe.

BULLION AND CURRENCY Will be received and forwarded with dispatch and safety.

McNeele & Urban's Cincinnati Bank, Fire and Burglar Insurance, at our Tucson and Prescott offices.

Orders for the Purchase of Goods at San Francisco and elsewhere, will have prompt attention.

The Collection of Notes, Drafts and Acceptances will have special dispatch.

Through rates given to New York, Boston, Philadelphia, Baltimore and New Orleans.

Stages leave our Main office at Tucson, on Sundays, Wednesdays and Fridays, at 6 o'clock p. m.

CHAS. H. WELLS, Gen. Supt. Tucson, Arizona, Feb. 5. 11

Milk Cows. Milk Cows. FOR SALE.

HAVING PURCHASED A LOT OF California Cows, I have for sale One Hundred head of Good MILK Cows for sale at the San Pedro river, Tres Animas. Price ranging from \$30 to \$75 each, according to quality. All of which are good milk cows and have been kept for dairying. They are

All with Calf by Thoroughbred Bulls. Some of which have

Young Calves Now. For particulars enquire of Wm. Whalen, Tucson, or of C. M. Hooker, Tres Animas, February 12, 1876. H. C. HOOKER.

The Elliot House. Florence, Pinal County, Arizona.

R. V. ELLIOT, Proprietor.

THE ABOVE NAMED HOUSE IS I am prepared to accommodate the traveling and home public, and attention is called to the fact that the proprietor

Intends to Merit Patronage By satisfying his customers with the best of meals.

His bar is always supplied with CHOICE LIQUORS AND CIGARS. March 1. 22-17

Merino Sheep for Sale. THE UNDERSIGNED OFFERS HIS entire flock of Merino Sheep for sale At Very Low Rates.

These sheep are of a very high grade and will sell in lots to suit purchasers. For particulars enquire of Lord & Williams, or to the undersigned.

L. W. CARE. Tucson, Feb. 12. 18-17

PRINTED DEEDS FOR MINING OR Agricultural lands, according to the requirements of the Arizona statutes, for sale at THE CITIZEN'S office, at ten cents each.

PACKETS OF VEGETABLE or flower seeds for sale. For particulars enquire of J. E. THUMBELL, 419 & 421 Sansome street, S. F.

CONTINUED ON FOURTH PAGE.