

RALEY DECLARED NOT GUILTY

Succeeds in Establishing His Innocence of the Crime of Arson.

FUNNY LAW SUIT OVER A MANGY DOG

Clara Allen Will Answer for Her Bit of Fiction as Soon as a Jury Can Be Secured—Yesterday's Doings in the Courts.

Howard B. Raley, the young man who was charged with arson, is free man again, the jury having found that he was not guilty of having hired Charles C. Calloway to fire the Raley drug store on Farnam street during the latter part of last winter. It will be remembered that early one cold morning the whole interior of the store was discovered to be on fire. The same day a colored boy, Calloway, who was employed as a porter in that job and was arrested on the charge of having been the party who applied the match to the stock of drugs. When the screws were applied, Calloway admitted the commission of the crime, declaring that Raley had offered him \$50, a ticket out of the country and a suit of clothes if he would do the job. On this confession he was jailed and Raley was arrested. At the beginning of the present term of court Calloway was arraigned, pleaded guilty and was sentenced to a five years term in the penitentiary, though he was not taken away, being held over to testify against Raley, who was put on trial last Saturday morning. The state closed its case Monday evening and yesterday afternoon the jury took up the defense, which for a time looked hopeless, as Calloway and his pal, John Beedy, both swore that Raley hired Calloway to fire the building, going into every detail telling when, where and how the match should be applied. Young Raley denied all the state's testimony and took the ground that it was a put up job and that he was the victim of a chain of circumstances. He showed that he could derive no benefit from the burning of the store, that Calloway in the name of his father and that he was merely working on a salary. At 3 o'clock the case went to the jury and on the first ballot the vote was one for conviction and one for acquittal. On the next ballot that one man went over to the majority and a verdict of not guilty was returned.

ALL OVER A DOG

Time and Money No Object Until His Ownership Is Settled.

The obstinacy of the average article of human nature is well illustrated by a case which was on trial in Judge Hopewell's court yesterday. Two years ago Jensen and Charles Davitz had a difference of opinion over the ownership of a mangy cur dog, and they have been fighting it out ever since. The law was appealed to to decide the disputed question, and it has hung fire in one court or another for two years. Yesterday a jury decided that Jensen was the owner of the animal, and that its value was exactly \$1, and after spending several hundred dollars apiece for attorney fees and court fees Jensen has carried his point. As long ago as 1891 the dog was a pup and the two families were neighbors on the best of terms, visiting back and forth and drawing water from the same well. One sad day each man bought a pup and the pups were so near alike that it was hard to tell them apart. That summer the dog catcher happened that way and while making his rounds gathered one of the pups to the bosom of the river. Then the trouble commenced, for Jensen claimed that the dog catcher had destroyed Davitz's pup, while Davitz urged that the pup belonged to Jensen, the one that had been consigned to the market of the Missouri.

For a month or more they fought it out on that line, each one a red-hot fire, and the live dog. War was declared and even the children refused to speak as they passed by. The pleasant relations that had existed between the two families were broken and peace no longer hovered over the two homes. Both of the heads of the families consulted their respective lawyers and both lawyers, seeing the case was bound to go into the courts. The men took this advice and started on a race for the legal mills. Jensen got there first, two years ago last December brought suit in Justice Anderson's court. There the case was tried and it was decided that Davitz had no right or title in the dog. He would not quit, so paying up the costs and his lawyer, appealed to the district court, where the case went upon the docket, to be tried before Judge Hopewell, and at this time.

Monday all of the members of the two families, together with the dog, which in the meantime had grown and become a manny, appeared in court and commenced the work of proving title. Dog history was listened to by the twelve jurors, and yesterday morning the dog was returned. The costs of the suit, including the fees paid to the attorneys, aggregate \$185, but Jensen don't care for a cent more. He says that he is not satisfied, and that he will go to the supreme court before he gives up the dog fight.

CLARA ALLEN'S CASE

Nearly All Day Will Be Required to Obtain a Satisfactory Jury.

The trial of the case of the state against Clara Allen is on in the criminal division of the district court, where the defendant, a woman of the town, is charged with the crime of perjury committed at the preliminary examination in the case of the state against Dick Berlin and Charley Hayes, the men who were accused of having been the parties who murdered Charles P. Miller of South Omaha. At the preliminary hearing Clara Allen swore that she stood in the window of a Ninth street house and saw the shot fired that she was in a position to see that the parties who fired the shot were Berlin and Hayes and that they shot Miller. Subsequent developments were convincing that the woman was telling a fairy tale and that she saw nothing of the kind. At that time it was openly charged that there were parties who had hired the woman to swear to that condition of affairs, but upon her insistence this theory was dropped and the woman was charged with perjury. In police court she pleaded not guilty and went to jail, being unable to furnish bonds. Last night the work of securing the jury was commenced, but twelve men whose minds are as blank upon the question of guilt or innocence of the accused will not be secured before noon today, as nearly all of the jurors called have either formed or expressed an opinion.

JOSEPH MANNING'S MONEY

Heirs Endeavoring to Settle Its Possession in the Equity Court.

The hoarded dollars which the late Joseph Manning left behind him when he departed this earth, have proved a prolific source of litigation between various parties, all of whom imagine that they should have the exclusive right to dispose of the wealth as they desire. The fight has been renewed, and the legal features of the case are being heard by Judge Walton in the equity division of the district court. Joseph Manning came to Omaha some forty-five years ago and settled near Florence, where he accumulated a large fortune which in later years he invested in Omaha and Douglas county real estate. Then he sat by and watched his dollars grow. Two years ago, and at the ripe old age of 89 years, he yielded up the ghost, after which the fight for his wealth commenced. There were no near relatives, and his nephews and cousins there were three or more, and each one wanted some of the old man's property. Suit after suit was brought and case after case was tried in the courts. First one side was ahead and then the other. There was no will, but there were some deeds which were attacked, the

attacking parties claiming that when the documents were executed the old man was not in his right mind and that an undue influence was exercised in order to get the title to the property.

Now all of the suits have been hunched and the heirs, Mary E. Miller, Lizzie Rogers, John Morris, Michael Morris and Maggie Stangland, are arrayed against Mary Hay, William Hay, Mary Lefroy, Frank Lefroy, Julia Bettors, Joseph Bettors, Della Lyons, Timothy Lyons and Daniel Manning, the plaintiffs making charges and the defendants making counter charges.

QUESTIONS HIS SANITY

An interesting lawsuit has been begun in the district court which mainly hinges on the question of John Irvine's sanity. The time when his insanity is alleged to affect the matters at issue was fully a quarter of a century ago and the legality of a tax deed dated two years ago plays an important part in the case.

According to the papers in the case, some thirty years ago Irvine owned a half-section of land in this county, some three miles south of Bennington. His title continued undisturbed for a number of years and until fifteen years ago, when the whole tract was sold at tax sale, he having failed to pay the taxes assessed by order of the board of county commissioners. At the sale Dana C. Jones and Patty Holton became the purchasers of the tract and the owners of the certificate of title to the land. In the course of time the deed was issued to the purchasers, who kept right on paying the subsequent taxes that were levied. Now the purchasers have brought suit in the courts to quiet the title, while Irvine, through a guardian, has filed an answer in which he alleges that at the time when the taxes became delinquent, twenty-five years ago, he was insane and has been in that condition ever since. The guardian also alleges that the insanity of Irvine at the time the county treasurer had no legal right to make the sale and that the tax deed was void. He asks that the deed be set aside and that he recover the land, going into every detail telling when, where and how the match should be applied. Young Raley denied all the state's testimony and took the ground that it was a put up job and that he was the victim of a chain of circumstances. He showed that he could derive no benefit from the burning of the store, that Calloway in the name of his father and that he was merely working on a salary. At 3 o'clock the case went to the jury and on the first ballot the vote was one for conviction and one for acquittal. On the next ballot that one man went over to the majority and a verdict of not guilty was returned.

Suing the Street Railway

In Judge Scott's court, the case of Amanda C. Leach against the Omaha Street Railway company holds the boards in an action in which the plaintiff seeks to recover the sum of \$10,000, alleging that one year ago last January she was a passenger on the Hanscum park line going to her home in the southern part of the city. While she was on the car and while she was stepping from a platform, at the intersection of Pacific and Twenty-ninth streets, she was violently thrown to the ground. She avers that by reason of the fall she sustained a serious injury which has rendered her a cripple. The defendant admits that the woman was a passenger on its train and it also admits that she fell to the pavement, but it avers that the fall was due to her own negligence and that she smarted her jump from the car before it had stopped.

District Court Notes

There is a warrant out for the arrest of J. F. Meyer, one of the jurors. Meyer was regularly sworn to serve during the present three weeks of the term, but when his name was called yesterday morning he failed to respond.

In Judge Hopewell's court the jury decided that the city of Omaha was a winner in the suit brought by the trustees of the Monmouth Park Methodist church. The church was situated at Third, fourth and Larimore streets and when the streets were graded the trustees of the church claimed damages resulting from the change of grade.

County Calendar

The call for today is as follows:
LAW ROOM NO. 3—JUDGE DAVIS,
33-149—Hawkins vs administrator vs Home Insurance company,
33-307—Clarke vs Muscatine Manufacturing company,
33-320—Heintz company vs Bennett,
33-337—Purrott vs Sweeney,
33-341—Recher vs city of Omaha,
33-353—Wood vs Home Fire Insurance company,
33-354—Helmman vs Oliver,
LAW ROOM NO. 5—JUDGE SCOTT,
29-363—Bernheim vs Kline,
30-111—Douglas vs Hirschler,
30-110—Chomons vs Westerholm,
30-111—Hart vs Johnson,
29-58—Darby vs Knight,
33-237—A. D. Smith vs Blue Valley Lumber company,
24-317—John Pray vs Omaha Street Railway company,
30-72—Northern Assurance company vs John R. Hamilton et al.,
23-231—Amanda C. Leach vs Omaha Street Railway company,
26-210—Edinger vs Grotte,
30-252—Hend vs Brackley,
30-250—Thompson vs Kopald,
26-209—Lurtis vs Holan,
30-283—Tumey vs Daley,
30-307—Murphy vs Ryder,
30-315—Moline-Milburn company vs Harold,
30-336—Bachman vs McMurphy,
EQUITY ROOM NO. 6—JUDGE FERGUSON,
32-338—Ferguson C. Hayes vs E. J. Peterson,
32-181—Cannon Trust company vs Joseph Field,
32-185—Nelson vs Anderson,
33-182—Norskiska National bank vs Maria Holmstrom et al.,
33-239—McShane vs Lee,
33-250—Praugh vs Portsmouth Savings bank,
33-252—Omaha Universal Investment company vs Brown,
32-256—Mutual Investment company vs Adams,
23-244—Stieve vs Homam,
33-277—First National bank vs Yates,
33-207—Schroeder vs Slattery,
33-284—Gibson vs Stephens,
33-287—Schultz vs Hering Co. vs Grotte,
33-323—Saboda vs Dwarak,
33-343—Squires vs Inlow,
33-347—Omaha Coal and Lignite Company vs Adams,
33-365—Miles vs Fitch,
33-371—Osborn vs Brackley,
33-377—Thorpe, Jr. vs Truett,
LAW ROOM NO. 4—JUDGE HOPPEWELL,
29-196—Holman vs Cowin,
29-240—McDonald vs Robinson,
30-308—Saunders vs Cushing,
30-338—Hedell vs Parks,
30-340—Johnson vs Grotte,
30-109—Union National bank vs Garlich,
30-206—Schultz vs Hering Co. vs Grotte,
30-230—Bonsberg vs Grotte,
30-242—Omaha Brewing association vs Adams,
30-256—Hay vs Mullen,
30-258—Hansen vs Murphy,
30-282—Eun vs Rieder,
30-292—Farris vs Ackerman Bros.,
30-504—Banks vs Johnson, St. Paul, Milwaukee & Omaha Railway Co.,
30-314—Moline-Milburn Co. vs Harold,
30-322—Cronch vs Smith,
30-313—Pattise vs Johnson,
30-327—Cronch vs Smith,
30-338—McClelland vs City of Omaha,
31-1—Ringer vs McMahon,
31-18—Lind vs Trout,
31-30—Farrell vs Missouri Pacific Railway Co.,
31-58—McGarvey vs Omaha & Council Bluffs Bridge Co.,
EQUITY ROOM NO. 7—JUDGE WALTON,
21-148—Union Stock Yards National bank vs Stoddard,
31-359—McKell vs Ford,
32-245—Wright vs Wolfslender,
32-113—Traylor vs Kilborn,
32-148—Hendland vs Thompson,
32-148—Ludwich vs Whit,
32-198—Sloan vs Tates,
32-219—Brand vs Erickson,
31-93—Marlan Cassey vs Isaac Haswell,
31-95—Schaeffer vs Hubbard,
30-347—Omaha Coal and Lignite Company vs Dadd et al.,
32-307—Hansen vs Jensen,
32-307—Phillips vs Phelps,
32-305—Neu et al vs Saxator,
30-304—Hansen vs Johnson,
33-8—Hayzinek vs Hayzinek,
33-28—Wakfield vs Hew,
31-48—Security Savings bank vs Clarke,
33-68—Ludwich vs Whit,
33-17—Miller vs Hay.

A Trip Worth Taking

A special excursion to North Galveston, Tex., leaves Omaha April 18, 1893. Round-trip tickets are on hand. For particulars apply to D. D. Smeaton, agent, room 17, Barker block, Omaha.

AN EGYPTIAN MUMMY

One of These Wonders of a Past Civilization is in the City.

PRESERVED OVER 3,000 YEARS

Through the Courtesy of an Omaha Business House it Will Be on Free Exhibition for Several Days—Recent Discoveries at Thebes, Egypt.

There are probably less than twenty people in Omaha who have ever seen an Egyptian mummy, though it is safe to say that no intelligent person has ever missed an opportunity to do so when it has been presented. As every one knows, mummies have been found in the dead wrapped in linens and embalmed, the cavity containing the vital organs being opened and filled with spices. It was the mode the ancient Egyptians had of preserving the bodies of certain of their dead.

There was received in this city yesterday by express a mummy which is about 3,000 years old. It has been brought to this country at an expense of over \$1,000, and is now on free exhibition in the Dodge street show window of Hayden Bros. store.

This mummy is one of those taken from the new excavation at Dayrel Bahree, near the plain of Thebes. The Scientific American says of the discovery: "At a depth of about thirty feet a gallery diverged, and in it the mummies are packed, the entrance having been blocked by wood and cloth, both of which are in good preservation. The removal of the cases is under the superintendence of M. Gribex, from the Giesch museum. It will be impossible to decipher the many rolls of papyrus for some months. So far it has been ascertained that the mummies are chiefly those of priests and priestesses who lived in the twenty-first dynasty, or about 1100 B. C. This may perhaps account for the elaborate way the bodies have been preserved. These particulars are communicated in a letter from M. Kellingworth Hedges, civil engineer, writing on February 11, at Luxor."

Here in a window of an Omaha store lies the mummy of a dead civilization—a civilization whose fragmentary outlines are preserved to us not half so perfectly as the poor earthly remains of this being, who perhaps held within that dry and shrunken skull a knowledge of the great universe that with all our research and learning our present age cannot equal. Perhaps we behold here a vain attempt to preserve the poor human clay; a struggle for that eternity for which man has groped throughout the countless ages that the race has existed.

Exposition Hall Tonight

A rare chance to hear the famous Seidl orchestra and sixteen soloists, headed by Emma Juch.

HAYDEN BROS.

Special Sale on Wash Dress Gowns. Tomorrow we shall place on sale the largest line of wash dress goods ever displayed in this city.
32-inch wide challies, 5c yard,
1 Manchester challies, 3c yard,
32-inch crepe pongee, 7c yard,
28-inch bedford cord, 3c yard,
30-inch chevrons, 5c yard,
32-inch satins, 1c yard,
Remnants of finest American satine, 32-inch wide, 7c.
We call your particular attention to the new novelties in satines which we offer at 2c a yard. Patterns in this lot compiled by Hayden Bros.
Remnants of white checked nainsook 2c, 5c, 8c and 10c a yard; less than half their value.
Large line of figured and dotted Swisses.
Very best imported printed dimities 2c, others ask 3c for these.
Largest line of plain black and brocaded satines.
We have the stock to select from, and we are making the prices so you can't afford to pass them if you consult your individual interest.
HAYDEN BROS.,
For sale—Brickyard tools and kilns, 5 years' lease. Inquire 2023 Cuming.
See the celebrated Sohmer piano at Ford & Charlton Music Co., 1508 Dod ge.
Omaha's Cash Account.
City Treasurer Bolin has just completed his statement showing the business of his office for the month of March. The statement shows the balances the 1st of March, the receipts and expenditures during the month, and the balances the last day of the month. It is as follows:

Table with columns: Funds, Receipts, Expenditures, Balance. Rows include General, Sinking, Park, Health, Lighting, Sewer, Water rent, School, Library, Fire, Police, Carb. gutter and yard, Sewer maintaining.

Fruits and Early Vegetables.

NORTH GALVESTON, TEX., April 11.—The proverbial busy bee and sluggard, reeking with sweat, are quite thrown in the shade by the North Galveston farmer and fruit grower now-a-days. Fruits and vegetables are ripening in such quantities as to tax the capacity of a farm house. The strawberry season is in full blast; farmers have been shipping green peas for more than a week; celery is being marketed in good shape, while the tomato farms have plants over a foot and a half in height. Such crops at this time of the year prove the wonderful climate and agricultural possibilities of this nature blessed town of the Gulf.

You can hear the famous Seidl orchestra and Emma Juch Wednesday for 5c, at Exposition hall.

Kodakers in the Dark.

The Young Men's Christian association has just added a new feature to its long list of attractions that will make its building more attractive to the increasing number of young men. It is a dark room for the camera men. Running water is provided, a washing sink, work benches and every accessory that is needed by the amateur photographer. The club is now being organized for the regular and practice of photography and will meet to perfect its organization next Friday evening.

HAYDEN BROS.

Striking Sale on Millinery. People wonder how this department has grown. The secret is the styles, the quality and price.

Look at these \$3.00 trimmed hats at \$1.50. See these \$5.00 trimmed hats at \$2.50. Compare these \$7.50 trimmed hats at \$3.00. See the endless variety of trimmed and plain hats and bonnets. See the latest novelties in trimmings, in ribbons and in ornaments.

CLOAK AND SUIT DEPARTMENT.

Unquestionably the largest and most complete stock of fine goods in the west. A very superior lot of \$25.00 stylish capes on sale at \$17.50. An importer's sample line on sale at one-third less than import cost. Surprising bargains in ladies' spring capes and jackets at \$1.95, \$2.25, \$2.50, \$3.00, \$3.50, \$4.25 and \$5.00. Fancy spring jackets with butterfly capes, in all shades, at \$5.00, \$5.50, \$6.00 up to \$19.50. Infants' long emb. cloaks in cream and tan at \$1.25, \$1.50, \$1.75, \$2.00; less than cost of making. A lot of \$25.00 stylish capes on sale at \$17.50.

LADIES' BLACK SATEN SKIRTS AT 75c.

Ladies' house wrappers at 69c, 52c up to \$1.50; worth \$1.00 up to \$2.75. Ladies' percale waists in endless variety as low as 37c each. RIBBONS AND LACES. 5,000 yards silk ribbon at 5c yard, greatest bargain ever offered. 5,000 yards fancy laces at 20c yard, worth 35c. Embroideries of all kinds on special sale. MEN'S AND BOYS' HAT BARGAIN SALE. \$3.00 Fedora and Columbus in all shades at \$1.95. \$2.00 Fedora in black, brown and blue, at \$1.25. Impense line gent's fur hats at \$1.50. HAYDEN BROS.

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Chauncey M. Depew on Financial Investments.

The great strides being made by the west of today; its broad prairies and uncultivated lands offer a safe investment, for irrigation is a certainty and the farmers are pouring into the west and buying small farms and cultivating them. Agriculture and manufactures afford double inducements for the investment of money. Farmers are the bone and sinew of all manufactures. They make the demand for elevators, mills and machine shops, and Gottenburg has made the water power so that manufacturers can compete with the world. And don't forget that Green's Farmers' Excursion takes you there for one fare for the round trip April 18th. Tickets can be secured only of W. H. Green, 217 Karbach block, Omaha, Neb.

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A fine upright piano, used only six months, at half price. Ford & Charlton, 1508 Dodge.

Where we have much larger and better equipped quarters. It's the best lighted millinery store in Omaha. You can find any priced hat you may desire as cheap as you want.

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Covered by Insurance. That's the way our shoes are sold to you—fully insured. When you buy a pair of shoes of us you buy them with the expectation of getting your money's worth—and we make you fully realize your expectations. We insure them. It's "policy" insurance policy for us to do it. When you buy shoes of "The Nebraska" we insure them to wear better than you ever had shoes wear for a like price—we insure the stock to be perfect—the stitches not to rip—the hanger not to pull out—the sole to wear well. Our policy says—"if your shoes do not prove good—we make them good—even if we give you back in cash all that you paid for them in the first place. The best shoes that ever were sold for like money are our popular

That's the way our shoes are sold to you—fully insured.

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