

PETER JUSTICE.

A CHAPTER FROM THE UNWRITTEN HISTORY OF CEDAR COUNTY,
IOWA.

BY WM. H. TUTHILL.

One of the noted personages, among the early settlers of Cedar county, was a hard working and honest, but somewhat eccentric blacksmith from the interior of Pennsylvania, whose untiring industry and mechanical skill gave him a standing and popularity, which increasing in due proportion with the population of the county, soon placed him in prosperous circumstances, and eventually gained him a handsome competence.

Thus Peter Dilts became one of the magnates of "Old Cedar," and many amusing stories are told of his peculiarities, and of *striking* incidents in his career; for possessing remarkable fluency of speech, a sprinkling of native humor, and a goodly portion of hard *horse* sense, together with a natural pugnacity, as well as obstinacy of disposition, the combination of these qualities often placed him in collision with an opponent, sometimes ending in a protracted law suit (the celebrated whip-lash case was an instance), and at other times decided by "wager of battle," in which, as our hero had the thews and sinews of a hyperborean bear, the result was generally in favor of the *schmidt shop*.

Now, as Peter came from Pennsylvania, in the days when Democracy held dominion in the Keystone State, it may be readily inferred that he was of that political school, and as a matter of course became one of the leaders of the party in his own township, where in due course of time he was elected to the high and important office of Justice of the Peace, in which position some of his doings and decisions are often referred to as partaking more of the spirit of equity than the time-honored principles of law.

One of these somewhat ludicrous "doings" obtained for him the cognomen of Peter Justice, by which he was known for a number of years. The facts and circumstances

are given in the following "Report of a legal decision," which it may be well to observe, will not be found in any of the learned reports of the decisions of the early courts of Iowa, compiled by Bradford, Morris, Greene or Penn Clarke, but, as "Old Red Hastings" would say, is a MS. copy of a leading case, decided by one of the great luminaries of the bench:

JOSEPH DENSON	}	Judgment against defendant.
<i>vs.</i>		
SAMUEL BOYLES.		

TRANSCRIPT FROM THE DOCKET OF PETER DILTS, J. P.

In this case Samuel Long jr. was garnisheed as owing the defendant the sum of thirty dollars for services in carrying the mail from Fulton City to Tipton, for a period of three months, by virtue of a contract.

The cause came on to be heard on motion of O. C. WARD for the plaintiff, that judgment against the garnishee be entered up for the amount admitted to be due from him to the defendant.

BOYLES *pro se.* objected, on the ground that under the statute no one can be garnisheed for a debt due another, where the indebtedness is for daily labor, and in this case he insisted that the carrying the mail was labor, and excessively hard labor, too, considering that it was performed on the hard trotting, spavined and wind-broken horse purchased of the plaintiff. That it was also *daily labor* within the meaning of the statute, and sufficiently clear by a reference to "Cobb's Walker," where *daily labor* is defined as *work done in the day time.*

WARD, for the plaintiff, resisted the discharge, claiming that the contract was indivisible, it being for three months at a specified price for the whole time, and that the court will not intend it to be daily labor.

BY THE COURT. It is one of the time-honored principles of legal jurisprudence that "the greater contains the less," it will therefore be judicially noticed that months contain days, and there can be no doubt that carrying the mail on horseback

is *daily labor*, even although the carrier should occasionally ride during a portion of the night, as the *night* part could be struck out as surplussage. The garnsihee will therefore be discharged, and judgment entered up against the plaintiff for costs.

WARD, for plaintiff, then moved in arrest of judgment, that he had just discovered a material error in the proceedings, to-wit: that the transcript of the original suit on which the garnishment is predicated is signed *Peter Justice*, which he contended was not a sufficient authentication; for although had it been signed *Peter Dilts, Esq.* or *Dilts, Justice of the Peace*, it might possibly be considered good, yet *Peter*, simply, is not sufficient, and the addition of the word *Justice* will not aid.

PER CURLIAM. There is evidently a diminution of record: It is clear that from the signature of *Peter* simple, Diets cannot be intended: the word *Justice* being merely *descriptis persona*, relating to *Peter* does not even by implication refer to *Dilts*. Judgment will therefore be arrested, and a rule granted on the Justice to perfect the transcript.

NOTE. At the next term the transcript was amended by the addition thereto of the following certificate:

State of Iowa, Cedar County, ss.

I do hereby certify, that by mistake in the signing of the above certificate, *Dilts* was left out, between the *Peter* and the *Justice*.

(Signed:)

PETER DILTS,
Justice of the Peace.

Judgment was thereupon reinstated, and the garnishment vacated.

HISTORY OF MAHASKA COUNTY.

BY CAPT. W. A. HUNTER, OF OSKALOOSA HERALD.

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SCHOOLS.

It will be remembered that we closed up the last chapter in this history by speaking of the schools of the city of Oskaloosa. There is nothing else, perhaps, that so much interests

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