

## HISTORY OF DAVIS COUNTY, IOWA.

BY CAPT. HOSEA B. HORN, OF BLOOMFIELD.

## CHAPTER 11.

His remains were taken, as was supposed by Mr. Jordan and others, to Alton, Illinois, and placed in the hands of a party there, to be prepared and united for preservation as a skeleton. Black Hawk's sons learning this fact, applied to Governor Lucas, by whose order the skeleton was brought to the city of Burlington, perhaps in the year 1839 or 1840. The old Chief's sons visited Burlington for the purpose of taking possession of their father's remains, but finding them as they said, in a good dry room, they left them. I had not been able to learn what had become of the old Chief's bones until I read Mr. Barrow's account, which tells us "they were placed in the halls of the Historical Society at Burlington, and finally consumed by fire with the rest of the Society's valuable collections\*." The Mound made by the dirt and sod over the grave is still plainly to be seen in the pasture of Mr. Jordan, in the vicinity of which are the graves of several others of the tribe who were buried there after Black Hawk's death—he being the first buried at that place.

## FIRST MERCHANTS.

The public lands of our county were first brought into market and offered for sale by proclamation of the President, in May or June, 1846. Previous to that time, the County Court had made arrangements with John Lucas for the loan of two hundred dollars, with which to purchase the town site. Mr. Lucas having furnished the money, on the 26th day of June, James H. Cowles, then Clerk of the County Court, entered, at the land office at Fairfield, the north-east quarter of section twenty-five, town. 69 north, range 14 west, which had been

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\*See editorial notes by the Ed.

previously laid out in town lots. This entry was made in his own name, and on the 2d day of July, Mr. Cowies conveyed the same to the Commissioners of the County, in their official capacity. Mr. Lucas, from whom the county borrowed the money to purchase the town site, was the first merchant in our county. He came to the county in the year 1844, and purchased the "claim" of Mr. John Bonebrake, adjoining the town plat, and *Squatted* in a log-cabin about half a mile north of Bloomfield. Here he "opened up" a stock of goods, which consisted principally of the remnant of a stock of goods which he had brought with him from Fountain county, Indiana, where he had been previously engaged in the business. In this cabin he remained with his family (some seven in number,) and his store, for several months. His business increased, and in order to meet the demands of the community in a growing trade, he built a small frame house in town, on the west side of the Public Square. This "store house" was weather-boarded with clapboards, and covered with lap-shingles three feet long. During the same year, Samuel Steele & Co., and Carpenter & Davis also commenced business in town. Steele & Co. built a long frame building on the north side of the Public Square, still standing, and Carpenter put up a log cabin on the west side of the Square. In these buildings each continued to sell goods for several years. Mr. Lucas' and Mr. Steele's store houses were the only buildings in the town except log cabins, until the summer of 1849. That season, the writer built the first frame dwelling house erected at the county seat.

#### FIRST LAND SALES.

By virtue of the laws of the territory, by common consent and the regulations of the several neighborhoods, each *squatter* held his claim to three hundred and twenty acres of government land, from the first settlement of the county in 1843, until the time of the sale of the public lands in 1846. In order that full force might be given to the claim laws, and that

their provisions should be fully enforced if any violation should be attempted during the sales, every township and neighborhood of our county was represented by a strong delegation of claim holders. The lands were offered by townships, beginning at section one, and the club organizations of Davis appointed one of their number for each township who stood near the crier with the number of each piece of land which his neighbor desired to pay for at that time, and whenever such tract was offered, the select man would announce the name of the claimant to whom it would be stricken off at \$1.25 per acre - many of the settlers purchased but forty acres at the land sale, while others paid for eighty and some for one hundred and sixty. The remainder of the claim, however, was still held by the settler, and by neighborhood regulations, the claimants were protected in their right to hold government land for about three years, after the same became subject to sale by private entry.

#### SECOND DISTRICT COURT.

The second term of the District Court was held at Bloomfield, commencing on the 18th day of April, 1845. Hon. Charles Mason Judge; Fredrick D. Mills, United States Attorney; L. D. Stockton, District Prosecutor; E. Gerry Lefler, Deputy Marshal; Stiles S. Carpenter, Clerk, and Samuel Riggs, Sheriff. The following named persons were in attendance as grand jurors, to-wit: Abram Weaver, (foreman,) Thomas Sumerlin, John H. Zimmer, Joseph B. McCoy, Reuben R. Reeves, John A. Allen, George W. Parson, Isaac Riggs, Samuel Starr, Jesse C. Blankenship, Jacob C. Ralls, Ezra M. Kirkham, Riley Macy, Delaney Sweeney, Isaac Fitzgerald, Milton S. French, William D. Evans, Pearsford Robinson, William Williamson, and James Riggsby. The following named persons were petit jurors, to-wit: Jonathan Riggs, Joel Fenton, George W. Crown, Mathias D. Ham, Edward Ellis, Joel C. Wheeler, Aaron Cochran, Josiah Starks, William Lynch, Daniel P. Crumrine, John Denison, Leroy C.

Evans, Jefferson Sailing, Calvin Taylor, David Newell, George W. Butt, Wesley Young, James Arnet, Harrison G. Phelps, Joel Stacy, Joseph Armintrout, Benjamin Turnman and William Stricklan.

This term of the Court was held in the (then) new court house, and remained in session four days. The following cases were disposed of, to-wit: "United States vs. Christopher Parkins, breach of the peace." Dismissed at the cost of private prosecutor. "United States vs. Willis and Pussel. Appeal." Dismissed at the cost of the county. Frederick Atchison vs. John and Washington Crawford. Replevin." Dismissed at the cost of the plaintiff. "Benjamin Rucker vs. Banks Winton. Appeal." Jury trial, verdict and judgment for defendant for costs. "Hiram Adams vs. Samuel Grott. Appeal." Judgment for defendant for costs. "John Carnes vs. Hardin D. Paris. Appeal." Judgment for defendant for costs. "Collins & Kellogg vs. Stiles S. Carpenter. Assumpsit." Judgment for defendant for costs. "Collins & Kellogg vs. Leven W. Ross. Appeal." Judgment for plaintiffs for \$12.13 and costs. "David Newel vs. Solomon Richards. Appeal." Judgment for plaintiff for \$50 and costs. "United States vs. J. W. Ellis. Appeal." Jury trial, and verdict not guilty. Judgment against the county for costs. "United States vs. John Shawver. Recognizance." Dismissed at the cost of the county. "United States vs. William W. Rankin. Indictment for misdemeanor in office as Justice of the Peace." Indictment quashed—county pays the costs. "United States vs. William P. Linder. Indictment for false imprisonment." Jury trial, verdict guilty, fine \$25 and cost, and sentenced to serve in the penitentiary ten days. This case is noticed more in detail in another place.

#### COURT HOUSE.

The Court House, in which the Chief Justice of the Territory of Iowa had just held Court, was quite a smart institution for the "Hairy Nation," and was projected, pushed forward and

completed by some of the first men of the place, under the immediate eye of the honorable County Court. On the 9th day of July, 1844, say the county records, "the contract for building the Court House, was then offered to the lowest bidder, and taken by J. J. Selman, at one hundred and sixty-four dollars," who entered into bonds for the faithful performance of the work with John Banta, and William J. Hawley, as securities. On the 9th day of October, in the same year, we find the following order, in relation to this structure: "The clerk advertises for sealed proposals to be received on the first Monday in November next, for furnishing lumber for the floors, windows, stairs and doors of the Court House. Also, for sash, glass and putty for the windows. Also, for framing and casing the windows and doors, and making the doors, and laying the floors and running the stairs." On the 23rd day of November, the Court "ordered the job of finishing the Court House according to the order of last term, to be let to Andrew Tryon, for one hundred and seventy-five dollars; and that said Tryon give bond and security in sum of \$350; conditioned that the job be finished on or before the fifteenth day of March next." Afterwards on the same day, we find the following: "Ordered that the job work on the Court House let to Miles Tatlock, be recinded, and that he be allowed \$35.10 for work on the same." This building was 22 by 24 feet, made out of hewed logs, one and a half stories high, and covered with joint shingles. The District and other courts were held here from April, 1845, to 1852, when it was abandoned and given up to the sheep of the neighborhood that congregated within our town every evening, to escape the annoyance of the wolves.

#### WHISKEY TRIAL.

In this old log house, a trial was had before one of the Justices of the Peace, wherein Hardin D. Paris was defendant, on a charge of selling liquor without a license. The principal witness was singularly obtuse. It was made manifest to the court that the witness had made a purchase of defendant, but

he refused to tell what that purchase was. The prosecuting attorney having well exhausted his ingenuity in trying to bring it out, finally asked witness how it tasted. "Do'no," replied witness. The attorney insisted that he should tell how the article tasted. Defendant's counsel objected to the question. The Court decided the question to be improper, and asked the attorney why he put such an interrogatory? "Well, your honor," replied the attorney, "I was unable to make the witness tell what kind of liquor he bought, but I thought if he would tell how it tasted, *the court would be able to determine for itself!*" The gravity of the court, witnesses and by-standers was somewhat disturbed, and the court having scratched its head, reversed the decision, and required the witness to answer the question.

#### MR. KISTER'S STATEMENT.

In order to furnish a correct account of the way the early pioneers managed in this part of the country, we have taken the liberty to copy from the statement of Israel Kister. He says: "In March, 1843, I settled on the Wycondah, on the disputed territory, and in August, the same year, I moved on Fox river, about one mile and a half northwest of the present county seat. I claimed a portion of Uncle Sam's land south of Fox river, but remained in my cabin on the north side until spring, when it took fire and was destroyed. We lost all except one feather bed and a few bed clothes. Looking on till all was gone, I tied my bed in a sheet, shouldered it, and in company with my wife started for shelter. We called at the cabin of William T. Johnson, and were admitted and kindly treated. His cabin was sixteen feet square, and by the time we all got in it was pretty well filled. His family consisted of himself and wife, three children, a hired man, his mother and brother and Mrs. Johnson's sister, and myself and wife—in all eleven persons. This was a very wet season, the waters were all up, and the bottoms on Fox overflowed until near harvest, so I remained at Johnson's until August.

“Wishing to build a house on my prairie, which proved to be adjoining the county seat when located, the settlers turned out and prepared a set of house logs for a house eighteen by twenty feet. But my timber being on the other side of Fox, I was unable to get my logs to my building place. Finally I hauled them to the river on a high bluff, on the one side, and the overflowed bottom on the other. At that time there were neither ford nor bridge that could be crossed. Mr. Johnson, James A. Songer and myself then hung our clothes on a tree, each man to a log, rolled it in the river, followed it up, swam across behind, pushing the logs before us, over the river and across the bottom, among the bushes and brush, and after several days of hard work, we got the “logs all over.”

Mr. Kister further says: “In August we moved into our new cabin, and put up a prairie bedstead, by boring an augur hole in the logs of the house and driving a forked stick in the ground for a post. We had fence rails for bed rails, and used clapboards for cords. The cabin had a clapboard roof, and a hole cut in the side for a door, but no shutter. About a week before my house was burned, I lost my only horse, and one of my oxen (I had but one pair,) died also. And the last fifty cents I had in the world, was lost in the fire. I was left with one old shirt, and one pair of pants, and no place to buy any nearer than twenty-five miles, and no money to buy with! When we commenced house keeping in our new cabin we borrowed from Mrs. George W. Lester two knives and forks, two or three plates, two cups and saucers, which, together with some pots which did not burn with the house, made up the sum total of our household and kitchen furniture. I had a cow which we milked in a stew kettle, and strained the milk in a skillet! Having got fairly settled in our new home, I set about and chinked and daubed my cabin and built a sod chimney! About this time Edward and John W. Ellis was keeping a “bachelor hall” on their “claim” and were about as scarce of cooking utensils and cupboard ware as we were. Edward proposed that we should splice in the house keeping business, which was agreed to, and it was not long till he ar-

rived at our cabin with his household articles, which matched ours very well, and which added materially to the appearance of things about our new cabin."

We would here remark, that in that year (August, 1824,) Mr. Kister was elected Recorder of Deeds; in 1847, was elected Clerk of the Commissioners' Court, and in 1850 State Treasurer. He now resides on the same "claim" he has been speaking of, and the house made of logs floated across Fox is still standing, and now used by him as part of his present dwelling, but so much changed from what it was twenty years ago, that no one would take it to be the same building.

About the year 1841, Leroy C. Evans, Esq., settled in our County, taking a *claim* about one mile east of Bloomfield, and put in a small patch of corn and garden vegetables the first season. The next autumn his brother Charles came also, and made a "claim," and next spring moved his mother's family on it. The "claim" was on the "Dispute," and he was not, therefore, disturbed by the Dragoons, while the cabin, fencing, &c., of Leroy C. was set on fire by them, and much other damage done, and the house entirely destroyed. It seems that Mr. Evans had anticipated something of the kind, for he had already removed a small smoke-house from his "claim" above named, to another one south of Brown's line, on the disputed territory. When his home was destroyed, he moved into the smoke-house, which, though small, was better than none.

#### A SPREE.

Early in the winter of 1842-3, the news of the ratification of the treaty (by the terms of which the whites were permitted to take possession of this part of the country, in May, 1843,) was received at Keosauqua (that being the nearest post office.) The next day after the receipt of this news Judge Weaver, Col. Carpenter, S. McCrary and another whose name is not recollected, started on foot, for the "purchase" to inform the Squatters of the ratification. When they had reached this neighborhood, the party began to whoop and yell at the full capacity

of their lungs. Nearing Mr. Evan's house, they saw him sitting on the top of it, looking out to ascertain, if possible, the character and object of the advancing party, whose screams had attracted his attention and excited his curiosity. The messengers having advanced within a quarter of a mile of the cabin, they were recognized by Mr. Evans as friends from Keosauqua. He was then seen by them to descend from the house top as a bear comes down a tree. Immediately returning to the top of the house, swinging his wolf skin cap about his head with one hand, and holding a jug of whiskey in the other, he saluted his friends in true western style. The contents of the jug was immediately tasted by the party, and the welcome news told, after which supper was served up, which consisted of corn dodger, fat pork and dried string beans. After supper, Mr. Evans and his friends repaired to Mr. John Bonebreak, for the double purpose of communicating to him the intelligence of the ratification of the treaty, and to obtain honey with which to sweeten their whiskey. At Mr. Bonebreak's the news was hailed with a shout of triumph, when a dram apiece emptied the jug. One of the party was immediately dispatched to Mr. Joseph Smith's, about one mile distant who made haste to return with two jugs filled with the ardent. In the absence of glasses and spoons, the contents of one jug was emptied into a large tin basin, with two quarts of honey added. This was well mixed and thoroughly stirred with a stick. The mixture thus prepared, was then dipped from the basin with a tin cup, and the company served—all of whom imbibed freely. By this time several of the party began to feel quite happy, and desired to have a dance, but no music could be obtained. The services of some one were engaged to whistle, however, and the gentlemen began to select partners for the dance. Judge Weaver being a stranger to the ladies, was introduced to Miss Rhoda Bonebreak by Col. Carpenter. Being slightly *fuddled*, in consequence of the mixed contents of the aforementioned basin, when in the act of making a bow to the lady, he made an unlucky step, which brought their heads in collision! Seizing one of her hands in both his, ar-

dently shaking it at the same time, the Judge exclaimed: "How d' do, Miss Rhoda, glad to "to see you," 'pon my word I am! How's "your family!!!"

The party began to dance, but the *puckering strings* of the musician's mouth soon relaxed, and the music ceased. About this time Mr. Weaver seized a large cat, which had been a quiet and silent spectator up to that moment. Placing his body under his left arm and the end of its tail between his teeth, he used the poker as a bow for his feline instrument. Biting its tail produced a wailing sound—the variations to which were brought about by a light or heavy pressure of the arm on the inflated, enraged and frightened cat, as the occasion required, or as the confused brain of the musician (!) seemed to suggest.

#### A CLAIM JUMPED.

In the year 1838, Mr. William Hardesty came to this County, and settled on the *Disputed* territory near the line of Van Buren county. He was from Fountain County, Indiana, and came to the territory of Iowa in company with Uriah Biggs, Esq., who had a contract with the United States government for surveying certain public lands of the "Black Hawk purchase. He settled on a small stream called Henry creek, where he lived and died. It has been related to us, and we have no reason to doubt its truth, that during the first four or five months after he arrived here, the only food of the family was wild game, honey and wild fruit. But as soon as sufficient time had elapsed to grow corn, the family of Mr. Hardesty fared better; first having plenty of roasting ears and afterwards hominy. In the autumn of 1840, Mr. Haden Smith and Mr. William F. Johnson came up from Van Buren county, (where they had raised a crop that year,) and selected "claims." Mr. Smith erected a small cabin on his "claim," and returned to Van Buren for his family. While absent, a Mr. Pickens, who alleged that Mr. Smith had "jumped his claim," in company with some friends repaired to Haden's cabin, tore it down, cut the logs to pieces and carried off the clapboards! Upon his

return, Mr. Smith stored his "goods and chattels" in the cabin of one of his neighbors, procured a jug of whiskey, and with the assistance of Mr. Hardesty, Mr. Johnson and Mr. Elder, soon had another cabin ready for occupancy. Leaving these gentlemen in possession of the building, who promised to protect it from further assaults, Mr. Smith returned to Van Buren for his family whom he did not bring at the first load, but who were safely landed and duly domiciled on the new purchase in the new cabin on the following day. Here he immediately *began to live* as all the early settlers did, but he was lucky in having a few bushels of buck-wheat which he ground from time to time in his coffee mill and made pancakes, which was no uncommon dish in those days of wild game and honey. Soon after this, Mr. Johnson settled on his "claim" having erected a cabin, say two miles from that of Mr. Smith. This was some two years and a half before the whites were permitted by law to settle on the "purchase." Hence those adventurers were surrounded on all sides by the Sac and Fox Indians. They were very friendly, however, and assisted the *squatters* to raise their cabins, capture wild game, hunt bees, &c., and many of them took a pride in doing so. Some ten or a dozen Indians were present and assisted Mr. Johnson to raise his cabin. Late in the fall of 1840, a Mr. Culver settled in the timber north of Fox river about five miles east of the center of the county, and in 1841, made a nice crop of corn, beans and other vegetables. Every thing about him began to look cheerful and he was getting fixed, as he thought, to live right. But about the time his crop was coming to maturity, the United States Dragoons came along and burnt his house and its contents, and destroyed all his crop. To use a western phrase, "he pulled up stakes" and went to Monroe county.

#### MARRIAGE CEREMONY.

At the first election in our county, Mr. Samuel Swearer was elected one of the justices of the peace, and at once became one of the first men of his precinct. He was regarded

by the plebeians of his vicinity as the man of the county. He was called upon in his official capacity and as a citizen, to settle all difficulties and disputes that arose within his bailiwick. He uniformly discharged every duty imposed upon, and committed to, him in the best manner and to the entire satisfaction of all connected. "In the course of human events" one Caleb Knowles called on the squire to tie the knot matrimonial. The justice felt that Caleb had done him great honor in giving him this two dollar job, and determined that the business should be "done up in the best style," with dignity, as well as "neatness and dispatch." In order that no mistakes or blunders should occur on his part, to mar the feelings or embarrass any of the wedding party, he reduced the *ceremony* to writing. This he committed to memory, so that, when alone he could repeat every word of it with great ease and much dignity. He was "fully persuaded in his own mind" that this, his first effort in this branch of his official duties would not only be a complete success, but in all probability would eclipse the performance of any other justice in the "Hairy Nation" upon similar occasions. In order that the people might witness the accomplishment of this official act, and thereby become acquainted with his ability to marry folks, the justice invited several of his neighbors to accompany him to the house of the bride on the wedding day. Mr. Joel Staley, (from whom we first heard this anecdote,) was one of the guests by the invitation of the squire. After arriving at the place where the wedding was to be, Mr. Staley noticed that every time the bottle was passed around, (the parties not yet being ready,) the justice would take a *snort*, and then go out around the corner of the cabin. Mr. Stanley being curious to know what caused Mr. Swearer to retire so often, peeped through a crack of the cabin, and discovered the squire reading over his *ceremony*. Having thus retired some four or five times, and taken the document from the pocket of his buckskin pants, and carefully read it over, it was announced that the parties were ready to "stand up." The squire had taken several drams in order to brace up his nerves but when the time arrived requiring nerve and presence of

mind, both seemed to forsake him! He became weak at the knee joint, and his memory was woefully at fault. He began: "Do you, Mr. Caleb Knowles, in the presence of these witnesses, take this woman whom you hold by the right hand to be your lawful and wedded wife, promising to—to—to——." (Here he was completely stumped, and not being able to recollect the remainder of the ceremony, wound up by saying:) "I pronounce you man and wife, so help you God!" Not being as successful as he had anticipated, he destroyed his written ceremony and concluded to resort to the "old blue back," (the laws of the territory were thus termed from being bound in blue pasteboard,) for assistance. He searched through the whole book, but found nothing which approached nearer his ideas of a marriage ceremony than the oath to be administered to a witness on the trial of a cause. It was not long before Mr. Swearer was again called on to unite in holy wedlock willing hearts who had vowed

"——by Cupid's strongest bow;  
By his best arrow with the golden head;  
"By the simplicity of Venus's doves,"

that naught but death should part them ever. As was the custom in those days, the folks in general, and the 'Squire in particular, had imbibed pretty freely of the abundance of *skutiappo* (fire water, now called rifle whiskey,) which had been provided for the occasion. The parties being ready, the justice proceeded to tie the hymenial knot: "Do you, sir, in the presence of Almighty God and these witnesses, solemnly swear that you will take this woman to be your lawful and wedded wife, forsaking all others and cleaving to her so long as you both live, so help you God!" The swain answered in the affirmative, and the Justice proceeded to administer a similar oath to the lady, after which, in the name of the territory of Iowa and the United States of America, and by the authority of the "Old Blue Back," he pronounced the twain one flesh. The newly married couple were then happy, but in less than three months they parted, and the husband applied to the justice for the dissolution of the holy bonds. In the capacity of

an ex-member of the Territorial Legislature, Mr. Swearer drew up a petition asking that what he and God had joined together be put asunder by that body. The Squire being a man of much influence, the prayer of the petition was granted, and the parties duly divorced. It is proper to remark that Mr. Swearer was a man of sterling integrity, generous, hospitable and accommodating; and during the latter part of his life, became strictly temperate, and lived and died an exemplary member of the Baptist Church.

#### WHERE WE CAME FROM.

Elsewhere I have alluded to that portion of our county lying south of Brown's, and north of Sullivan's line, formerly known as the "disputed territory." It was the manner and custom of the pioneers of the county, who settled on this disputed ground, which gave us the name of the "HAIRY NATION." The people residing in this part of our county were the happy subjects of many peculiar privileges not enjoyed by their less favored neighbors, either in Missouri or Iowa proper, while they were allowed every advantage, and granted every privilege extended to American citizens in any of the States or territories of the United States. Among the greatest *blessings* and highest *privileges* allowed the settlers by both Missouri and Iowa, were their undisputed right to attend at all elections, vote for all officers to be elected, and drink all the whiskey they could get! And although these settlers, or at least the country which they occupied, had in turn been under the jurisdiction and government of various War-Chiefs of the Savages, of Louis XVth. of France, Charles III. of Spain, Napoleon I. of France, the territorial government of Louisiana, Orleans, Missouri, Wisconsin and Iowa, and at times subjects of two of these Governments at one and the same time, it must be acknowledged that they did more governing and were less governed than any people on earth. It is not to be wondered at, therefore, that when the State of Missouri and the Territory of Iowa both began to tax the people of this section, and their

cabins became to be searched by the tax gatherers of both governments, that they *bristled* up and began to look *wolfish*.

[*To be Continued.*]

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## CONSTITUTION OF THE PIONEER SETTLERS' ASSOCIATION OF SCOTT COUNTY, IOWA.

ORGANIZED, JANUARY 30TH, 1858.

### PREAMBLE.

WHEREAS, It was our destiny to be Pioneers in the settlement of this fair and fertile section of our State, and

WHEREAS, Our lives have been bounteously lengthened out through the honorable conflict of the past to enjoy the prosperity of the present, and

WHEREAS, The number of Pioneers is rapidly decreasing and must soon be removed by death from the scene of their struggles and triumphs, and

WHEREAS, We feel a just pride in gathering and preserving the memories of a settlement that has resulted in a growth and development so great, and feeling that the recollection of the past, the felicity of the present and hopes of the future, link us together as a brotherhood, we do now ordain and establish this Constitution.

### ARTICLE 1.

#### NAME.

This association shall be called "The Pioneer Settlers' Association of Scott County."

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