Appanoose Stone Quarry Contract of 1857

Building a house in Hancock County after the Nauvoo exodus

Agreement dated August 28, 1857

On August 28, 1857, John Martin Herb agreed to quarry the stone for a house. John Zingre would pay him a dollar a perch and provide board at $2.25 a week, deducted from his earnings. The stone would be measured when the house was put up. Near the bottom of the page came the condition that gave the bargain its edge: if Herb failed to supply enough stone, the agreement would deny him payment for what he had already quarried. [1]

Highlights

- 1854 The probable purchaser, Dr. John Zingree, began practicing medicine in Nauvoo. [2]
- 1856 The physician bought a farm on the Illinois shore opposite Fort Madison. [2]
- 1857 The agreement called for roughly 300–400 perches of house-building stone. [1]
- 1874 An Appanoose map marked land under the name Jno. Zinger, a possible property lead. [4]

A house and the work it would take

The setting was Appanoose, in the northwestern corner of Hancock County, above Nauvoo along the Mississippi. The paper names a quarry belonging to, or controlled by, Zingre and calls for good, square, solid stone. It records a local building project in a district where new arrivals were making homes after the principal Latter-day Saint departure. [1, 3]

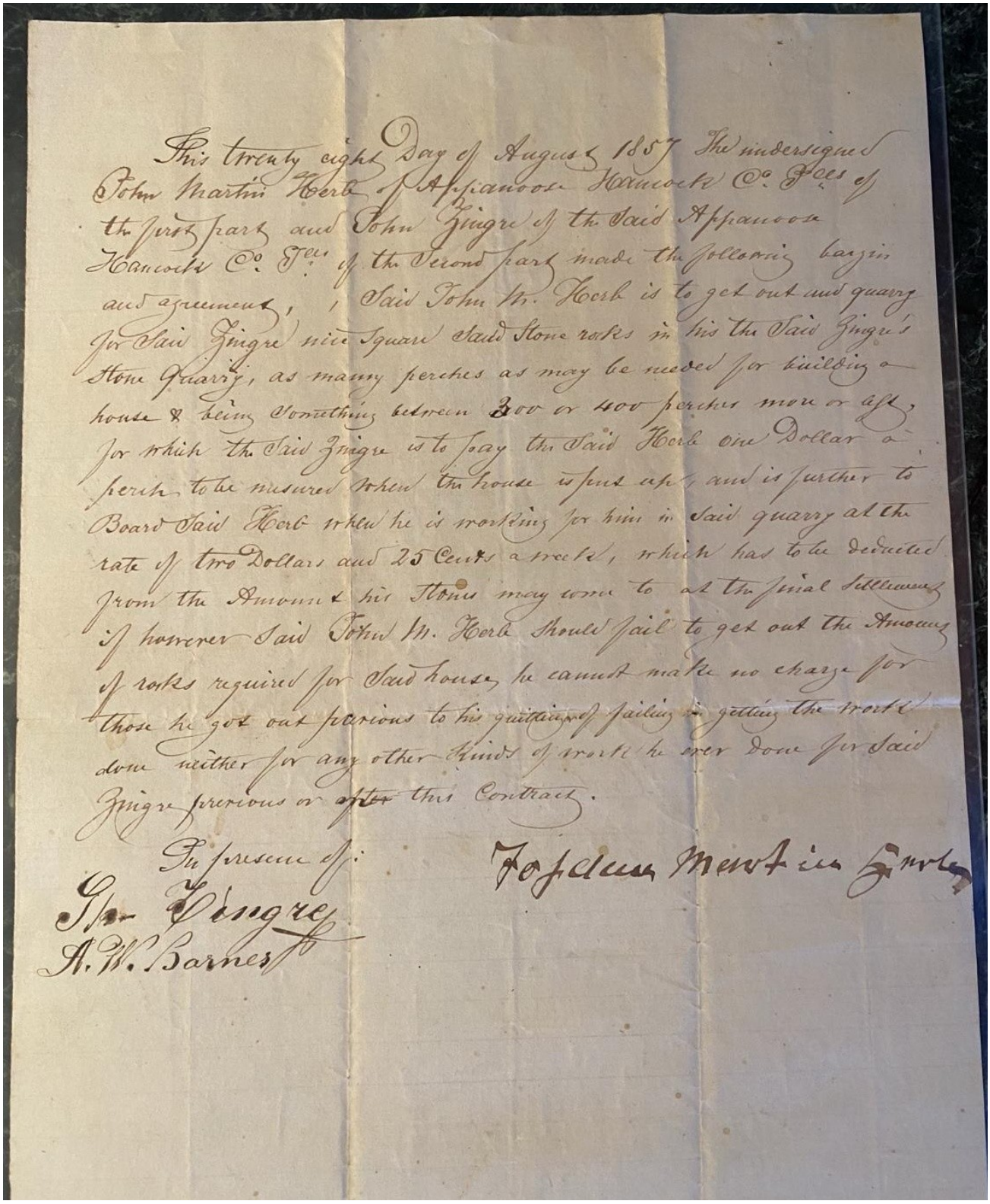
The man commissioning the work was probably the Swiss-born physician John Zingree described in the county's 1880 history. His move from Nauvoo to an Appanoose farm in 1856 fits a house-building agreement the following year. That is a strong identification by name, place and timing, though the contract itself gives no occupation or parcel description. [1, 2]

Herb's side of the story survives most clearly in the terms he accepted and the large signature he placed below them. His earnings depended on a completed supply of stone; his board would come out of those earnings. The sheet brings an ordinary building job unusually close, showing how much could rest on finishing it. [1]

This is a separate agreement from the July 29, 1859 Nauvoo contract involving Bostater, Fouts and Calder. No shared parties, property or shipment have been established.

The original agreement

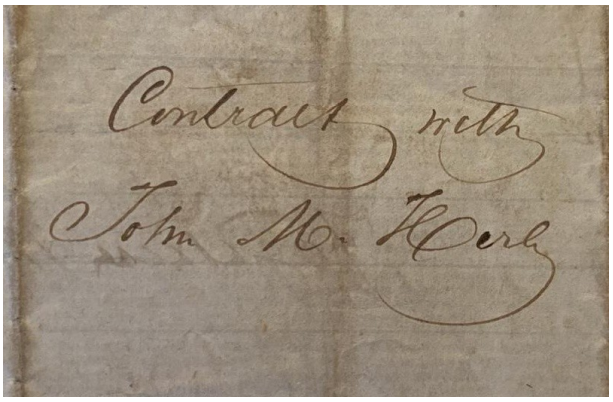
August 28, 1857. The manuscript is shown upright, with surrounding surface trimmed. The reverse docket and transcription follow. [1]



This twenty eight Day of August 1857 The undersigned John Martin Herb of Appanoose Hancock Co. Iowa of the first part and John Zingre of the said Appanoose Hancock Co. Iowa of the Second part made the following bargin and agreement, ; Said John M. Herb is to get out and quarry for said Zingre nice Square Said Stone rocks in his the said Zingre's Stone Quarry, as many perches as may be needed for building a house & being Something between 300 or 400 perches more or less, for which the said Zingre is to pay the said Herb one Dollar a perch to be measured when the house is put up, and is further to Board said Herb when he is working for him in said quarry at the rate of two Dollars and 25 Cents a week, which has to be deducted from the Amount his Stone may come to at the final Settlement if however said John M. Herb should fail to get out the Amount of rocks required for said house, he cannot make no charge for those he got out previous to his quitting or failing in getting the rock done neither for any other kinds of work he ever done for said Zingre previous or after this Contract.

In presence of: John Martin Herb
Jno. Zingre
A. W. Barnes

The docket and transcription



Reverse docket: “Contract with / John M. Herb.” The surname is a working reading. [1]

The following preserves the manuscript’s line endings and wording as read, including its irregular grammar. Brackets mark uncertain readings or editorial descriptions; capitalization and punctuation can be ambiguous.

This twenty eight Day of August 1857 The undersigned
John Martin [Herb] of Appanoosa Hancock Co. Ills of
the first part and John Zingre of the Said Appanoosa
Hancock Co. Ills of the Second part made the following bargain
and agreement. Said John M. [Herb] is to get out and quarry
for Said Zingre nice Square Solid Stone rocks in his the Said Zingre’s
Stone Quarry, as many perches as may be needed for building a
house & being Something between 300 or 400 perches more or less,
for which the Said Zingre is to pay the Said [Herb] one Dollar a
perch to be measured When the house is put up, and is further to
Board Said [Herb] when he is working for him in Said quarry at the
rate of two Dollars and 25 Cents a week, which has to be deducted
from the Amount his Stone may come to at the final Settlement
if however Said John M. [Herb] Should fail to get out the [Amount]
of rocks required for Said house he cannot make no charge for
those he got out previous to his quitting or failing in getting the work
done neither for any other Kind of work he ever done for Said
Zingre previous or after this Contract.

In presence of:

[Left] Jno. Zingre **[Right] Johann Martin [Herb]**
A. H. [Barnes]

Signature placement follows the photograph in outline only. “Jno.” abbreviates John. Zingre’s name appears at the lower left beneath the witness formula, although he is also named as a contracting party. The other name is provisionally read A. H. Barnes.

Nauvoo and the river in 1859



Johann Schroeder, Early View of Nauvoo, 1859. Oil on metal, 10 × 13 inches. Church History Museum. This is the painting used on the jacket of Nauvoo Panorama. It depicts nearby Nauvoo two years after the agreement, rather than the Appanoose quarry or house. [5]

The riverfront in Schroeder's painting is still a place of movement and work. Boats pass below a hillside of buildings. Above them stand the remains of the temple. The museum identifies Icarian buildings among the structures, showing a community using and adding to the town that the departing Saints had left behind. [5]

Appanoose lay farther up the Illinois shore. Its farms, wooded bluffs and river settlements belonged to the same regional economy. Gregg's county history describes German and French newcomers in the portion closest to Nauvoo, including some members of the Icarian community. This is the wider setting of the contract; it does not establish that either signer was an Icarian. [3]

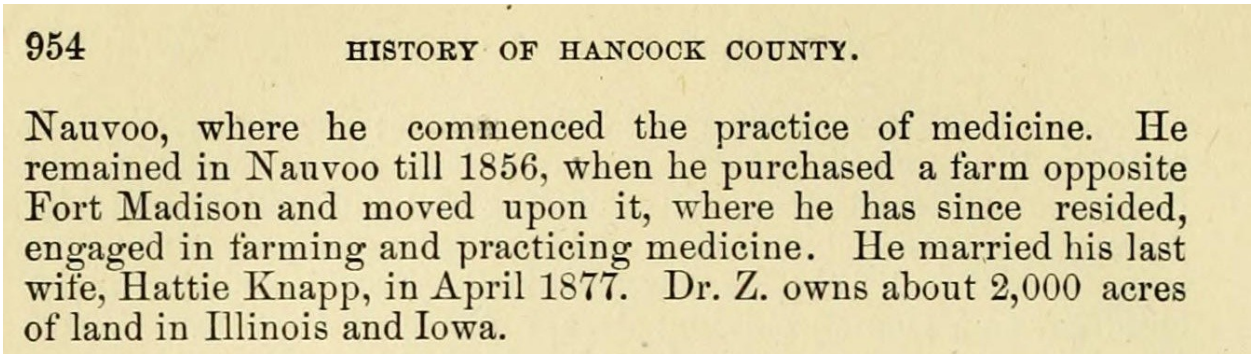
For the physician described by Gregg, Nauvoo had been a place to begin practicing medicine. By 1857, the surviving agreement may catch him at another stage: arranging for stone to build on the Illinois side of the river. [1, 2]

The physician and the quarryman

A promising identification for John Zingre

Thomas Gregg's History of Hancock County, published in 1880, includes a short life of Dr. John Zingree. It places his birth in Switzerland on September 14, 1830, his arrival in the United States in 1851, and the beginning of his medical studies in Cleveland the following year. After medical graduation in 1854, he came to Nauvoo to practice. [2]

In 1856 he bought a farm opposite Fort Madison and moved there, combining farming with medicine. If he is the purchaser in this agreement, he was twenty-six when it was signed, approaching his twenty-seventh birthday. A farm purchase followed by an order for house-building stone is a plausible sequence. The contract could preserve an early improvement to that property, though its location remains to be tied to a deed. [1, 2]



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Nauvoo, where he commenced the practice of medicine. He remained in Nauvoo till 1856, when he purchased a farm opposite Fort Madison and moved upon it, where he has since resided, engaged in farming and practicing medicine. He married his last wife, Hattie Knapp, in April 1877. Dr. Z. owns about 2,000 acres of land in Illinois and Iowa.

The original printed biography, page 954, places the farm purchase in 1856. It also describes Zingree as owning about 2,000 acres in Illinois and Iowa by the time the history appeared. That later holding cannot be projected backward onto the 1857 agreement. [2]

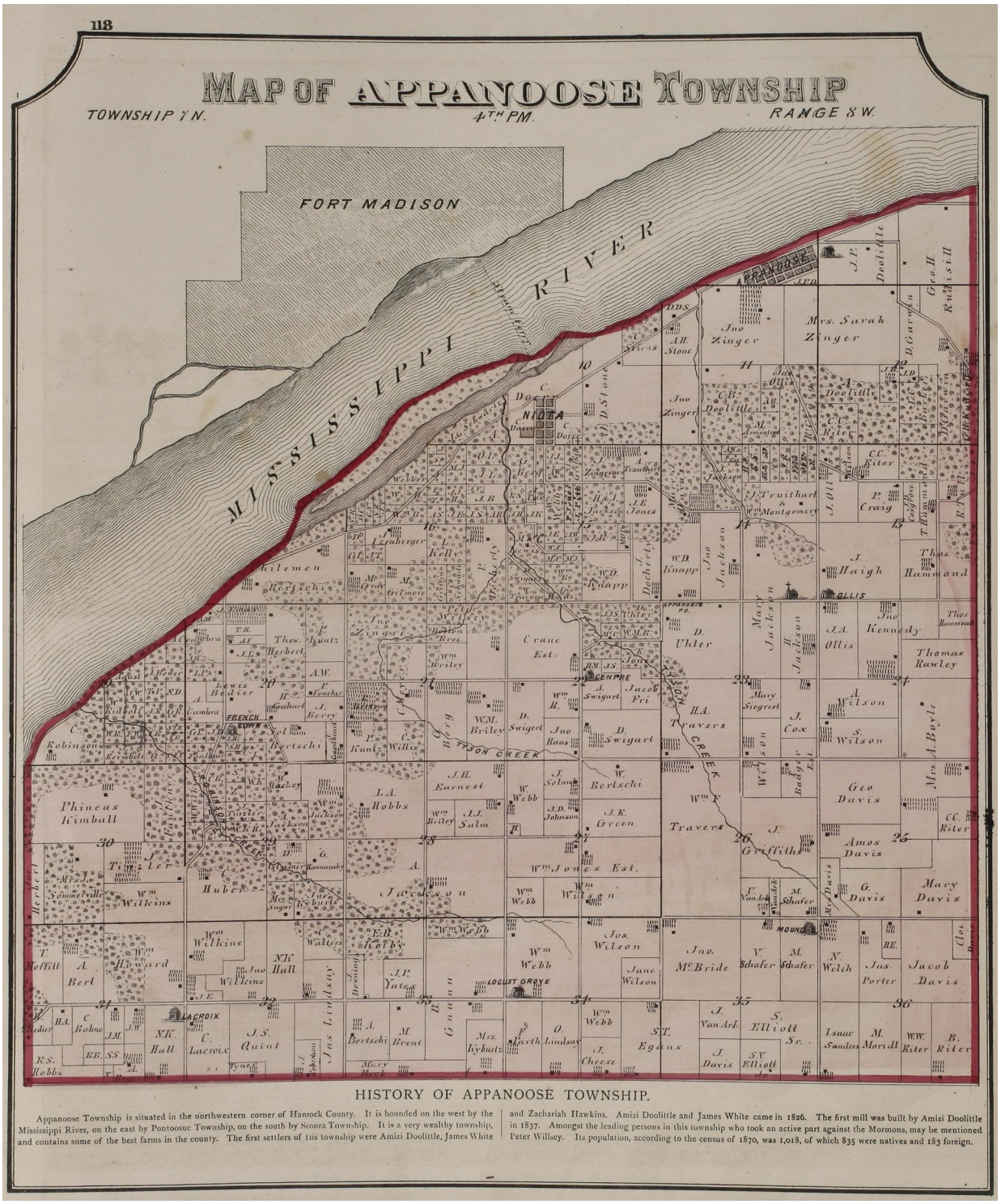
Gregg's account was written during the physician's lifetime, about twenty-three years after the bargain. Its chronology makes him a strong candidate. Confirming the identification would require a matching signature or records connecting him to the particular quarry and land.

John Martin Herb leaves his own mark

The contract calls the worker John Martin Herb, while the bold signature appears to read Johann Martin Herb. The surname remains a working reading. The variation between John and Johann is useful for searching records, but handwriting and a German form of the name alone cannot establish his birthplace or immigration history. [1]

The document gives him a definite place in the story even without a full biography. He was the man undertaking to extract the stone, and the man whose board and payment were linked to that work. The terms also refer to other work done for Zingre before or after the agreement. That wording raises the possibility of a wider employment relationship, but it supplies neither dates nor an account of such work. [1]

Appanoose on the 1874 map



A. T. Andreas, An Illustrated Historical Atlas of Hancock County, Illinois, 1874, p. 118. Fort Madison appears across the Mississippi. Parcels marked “Jno. Zinger” near Appanoose, including land in sections 10 and 11, provide a possible lead to the purchaser’s property. The map is seventeen years later than the contract, and the name and ownership connection require verification. It does not identify the 1857 house or quarry. [4]

The bargain behind the house

How the work would be counted

Herb promised as much stone as the house required, estimated at three or four hundred perches, more or less. At one dollar a perch, that estimate represented $300–$400 before deductions. It was a proposed payment for quarrying, not the cost of the finished house and not proof of money received. The rate also provides no daily wage: the agreement says nothing about how quickly Herb could produce the stone. [1]

A perch was a customary measure of stone or masonry. A later builders' guide gives 24.75 cubic feet as a usual perch but explains that measuring practices varied with locality and with whether stone or completed masonry was being counted. The agreement supplies no dimensions for its perch, so an exact conversion into cubic yards would imply more certainty than the document permits. [6]

The instruction to measure the stone when the house was put up gave the building itself a role in determining the final account. The paper does not specify the house's dimensions or whether the stone was intended for all its walls, a cellar, foundations or some combination of these. It leaves hauling and laying the stone undescribed. [1]

Board and the cost of failing to finish

Zingre was to board Herb while he worked in the quarry, at $2.25 a week. That amount would be deducted at settlement. In effect, part of Herb's compensation would return to the man who hired him. The board provision links the two men's daily arrangements to the building account, although it does not tell us where Herb ate or slept. [1]

The last condition is unusually revealing. If Herb failed to supply the amount required, the writing says he could make no charge for stone already taken out. It then extends the restriction to other work for Zingre before or after the contract. The clause puts completion at the center of the bargain and reaches beyond the quarry job itself. [1]

Those words explain the risk the document tried to place on Herb. They do not tell us that he failed, that a payment was withheld, or that a court enforced the condition. A receipt, settlement account or lawsuit would be needed to carry the story beyond the promise.

What became of the house

The manuscript ends with names rather than a record of delivery or payment. The 1880 biography follows the probable purchaser into a later life as a physician and landowner, but it does not describe this house. The surviving story therefore rests at the beginning of construction: a man arranging for building stone and another accepting the work on demanding terms. [1, 2]

Connections and the next part of the story

The direct Nauvoo connection is strongest in the probable purchaser's medical career. Gregg places Dr. Zingree in the United States only from 1851 and in Nauvoo from 1854, after the principal Mormon exodus. His biography therefore fits the community that followed. A personal connection between either contracting party and the earlier Latter-day Saint settlement has not been established. [2, 3]

The most promising next step is to connect the paper to a piece of land. A deed identifying the physician's 1856 purchase could be compared with the later "Jno. Zinger" parcels. Earlier ownership might then show whether that land, or its quarry rights, passed through Mormon-era hands. The map supplies a direction for that inquiry, not its answer. [2, 4]

Other documents could give the story its ending: a mason's bill identifying the house, a receipt from Herb, a board account, or a final settlement. Census schedules and further signed papers could distinguish the men behind the names. Herb, Herth and Herp are useful surname readings to test; Zingre, Zingree and Zinger should be searched separately until records connect them.

Sources

[1] Manuscript quarry agreement, August 28, 1857, and reverse docket. Supplied photographs IMG_3606.jpeg and IMG_3607.jpeg. The original images are reproduced near the front; surname readings are provisional.

[2] Thomas Gregg, History of Hancock County, Illinois (Chicago, 1880), pp. 953–954, John Zingree biography. Original page images checked; p. 954 excerpt reproduced above. View source

[3] Gregg, History of Hancock County, p. 949, Appanoose Township. Township geography and post-exodus settlement. Original volume text and the Genealogy Trails transcription consulted. View source

[4] A. T. Andreas, An Illustrated Historical Atlas of Hancock County, Illinois (Chicago, 1874), p. 118, Appanoose Township. Original map image checked. View source

[5] Church History Museum, Johann Schroeder, Early View of Nauvoo (1859), in the Memory and Archive exhibition. Painting attribution and identification of buildings. View source

[6] I. P. Hicks, Hicks' Builders' Guide, Principal Divisions in Estimating, online transcription. Used only to explain the customary perch and variation in measurement, not to define this contract's unit. View source

Research completed October 5, 2026.