The Yates and Hibbard Nauvoo Lease of 1849

A Nauvoo landowner and the captain of Governor Ford's posse in a bargain after the exodus

On May 1, 1849, a handwritten agreement set out a modest monthly rent and a much larger possibility. C. E. Yates could occupy a lot in Hibbard's Second Addition to Nauvoo for three dollars a month. If he paid five hundred dollars by the stated November deadline, Davison Hibbard was to give him a deed. The sheet preserves the terms of that proposed passage from tenant to owner. [1]

The names make the bargain unusually interesting. Hibbard had joined the Saints in 1839 and contributed property to their temple effort. Christopher E. Yates had captained Governor Thomas Ford's posse during the crisis that brought Joseph and Hyrum Smith to Carthage in June 1844. Five years later, their names appear together in the business of a city still inhabited, divided into lots, rented, and sold. [3–6]

Highlights

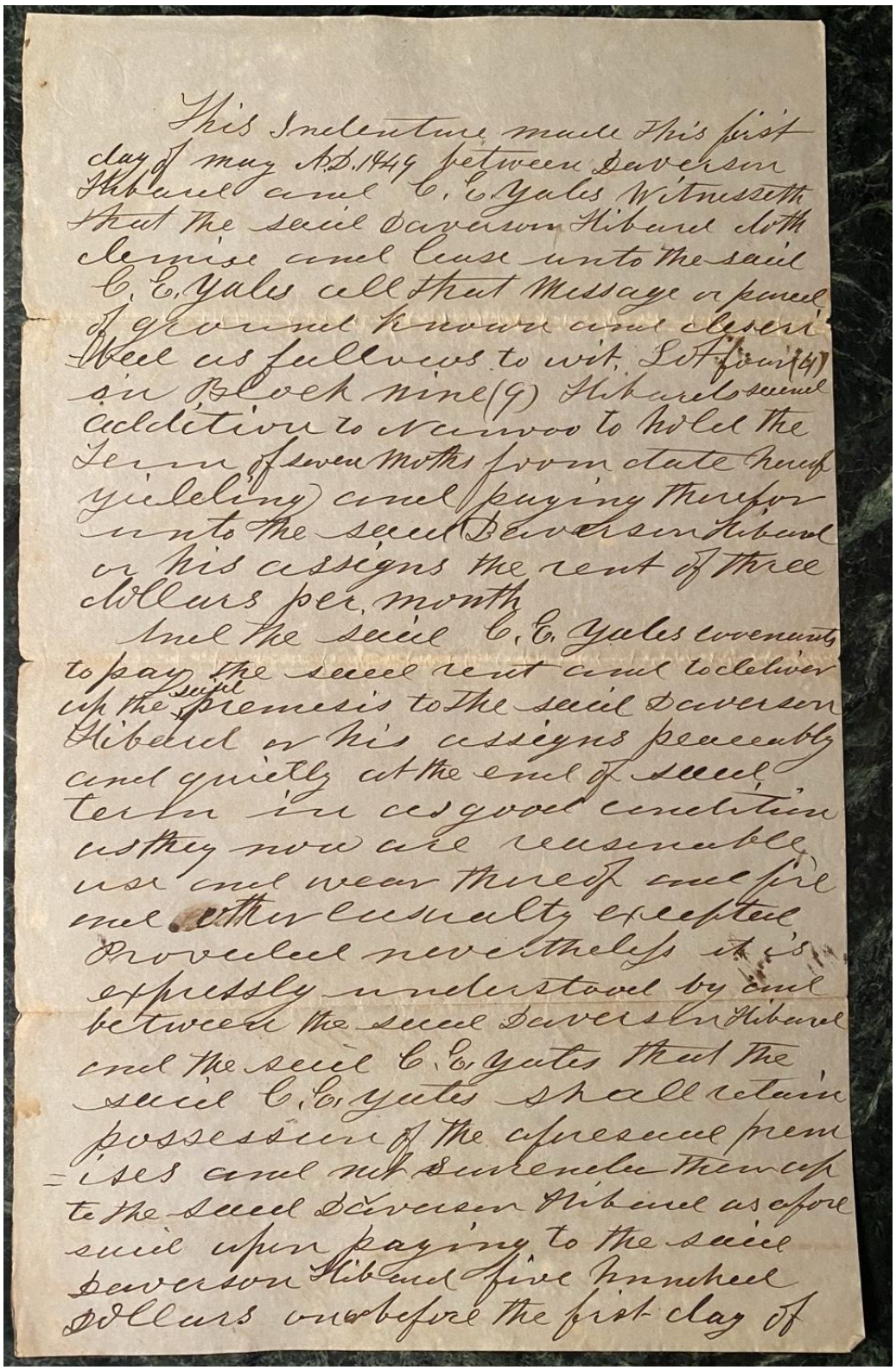
- 1839 — Hibbard baptized at Commerce on August 11. [3]
- 1842 — Hibbard a Nauvoo Mason and Legion assistant inspector general. [3]
- 1843 — A Hibbard property gift valued at $400 entered the temple accounts. [4]
- 1844 — Yates delivered Ford's message as captain of the governor's posse. [5–6]
- 1849 — Lease offered $3 monthly rent and a deed upon payment of $500. [1]
- 1851 — Yates bought additional Nauvoo lots through a judicial sale. [7–8]
- 1854 — Hibbard died in Nauvoo on September 11. [3]

What the surviving paper establishes

The parcel and principal money terms are readable, and the marked map identifies the same lot. Two limitations affect the interpretation: the written term of seven months conflicts with the November 1 expiration date, and the photographed sheet has no visible execution signatures. Payment, possession, and a completed conveyance therefore remain separate questions. [1–2]

The original agreement

Recto dated May 1, 1849



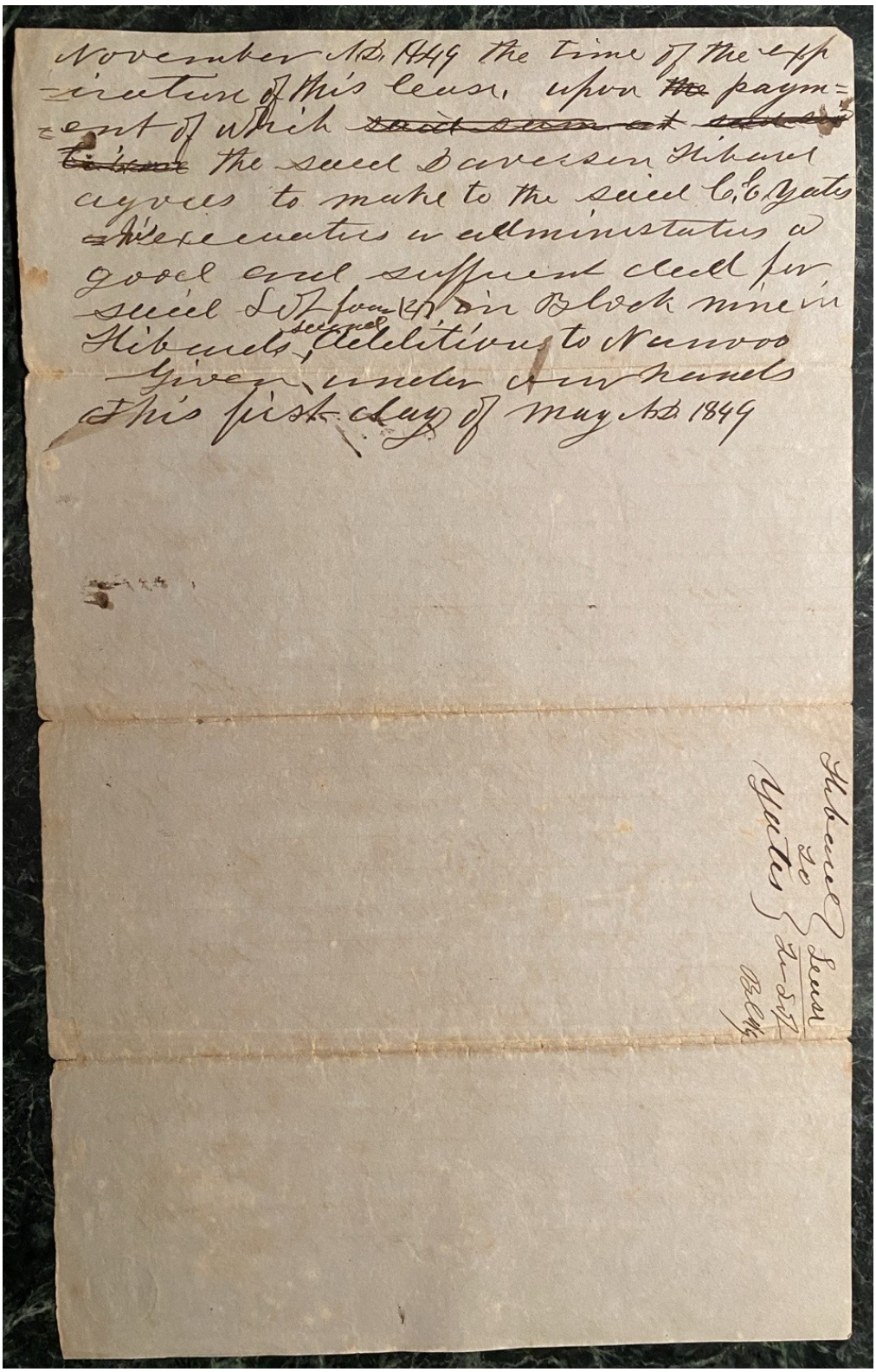
This Indenture made this first day of may A.D. 1849 between Daverson Hibard and C. C. Yates Witnesseth that the said Daverson Hibard doth demise and lease unto the said C. C. Yates all that Message or parcel of ground known and described as follows to wit. Lot four (4) in Block nine (9) Hibards second addition to Nauvoo to hold the term of seven moths from date hereof yielding and paying therefor unto the said Daverson Hibard or his assigns the rent of three dollars per month

And the said C. C. Yates covenants to pay the said rent and to deliver up the premesis to the said Daverson Hibard or his assigns peaceably and quietly at the end of said term in as good condition as they now are reasonable use and wear thereof and fire and other casualty excepted Provided nevertheless it is expressly understood by and between the said Daverson Hibard and the said C. C. Yates that the said C. C. Yates shall retain possession of the aforesaid premises and not surrender them up to the said Daverson Hibard as aforesaid upon paying to the said Daverson Hibard five hundred dollars one before the first day of

Original photograph IMG_3631, rotated upright and trimmed only around the background. The text continues on the reverse. [1]

The promise on the reverse

Continuation and filing docket



Original photograph IMG_3632. The closing formula is followed by blank space; the side docket identifies Hibbard, Yates, the lease, and the lot. [1]

Transcription of the recto

Spelling and capitalization follow the manuscript as closely as practicable. Line breaks are retained; ⟨ ⟩ mark insertions above the line. The manuscript uses Hibard. [1]

This Indenture made this first
day of may A.D. 1849 between Davison
Hibard and C. E. Yates Witnesseth
that the said Davison Hibard doth
demise and lease unto the said
C. E. Yates all that Messuage or parcel
of Ground known and descri
bed as follows to wit, Lot four(4)
in Block nine(9) Hibards second
addition to Nauvoo to hold the
Term of seven Months from date hereof
yielding and paying therefor
unto the said Davison Hibard
or his assigns the rent of three
dollars per month
And the said C. E. Yates covenants
to pay the said rent and deliver
up the ⟨said⟩ premises to the said Davison
Hibard or his assigns peaceably
and quietly at the end of said
term in as good condition
as they now are reasonable
use and wear thereof and fire
and other casualty excepted
Provided nevertheless it is
expressly understood by and
between the said Davison Hibard
and the said C. E. Yates that the
said C. E. Yates shall retain
possession of the aforesaid prem
=ises and not surrender thereof
to the said Davison Hibard as afore
said upon paying to the said
Davison Hibard five hundred
dollars on or before the first day of

Transcription of the reverse

November A.D. 1849 the time of the Exp
=iration of this lease, upon [canceled word] paym
=ent of which [canceled words]
[canceled word] the said Davison Hibard
agrees to make to the said C. E. Yates
[canceled mark] his executors or administrators a
good and sufficient deed for
said Lot four(4) in Block nine in
Hibards ⟨second⟩ addition to Nauvoo
Given under our hands
this first day of may A.D. 1849

Docket

Hibard
To
Yates } Lease
on Lot 4
Blk 9

Notes on the reading

The initial letters and form of Davison vary slightly within the writing. Davidson Hibbard is retained in discussion as the familiar biographical form; the transcript uses Davison Hibard. No handwriting attribution to either man is established merely because his name occurs in the body.

The reverse contains a crossed-out passage after “payment of which.” Its full canceled wording cannot be read confidently from this photograph. The operative, uncanceled sentence is intelligible without reconstructing it. The word “second” was inserted above “addition” on the reverse; it is already present in the recto description.

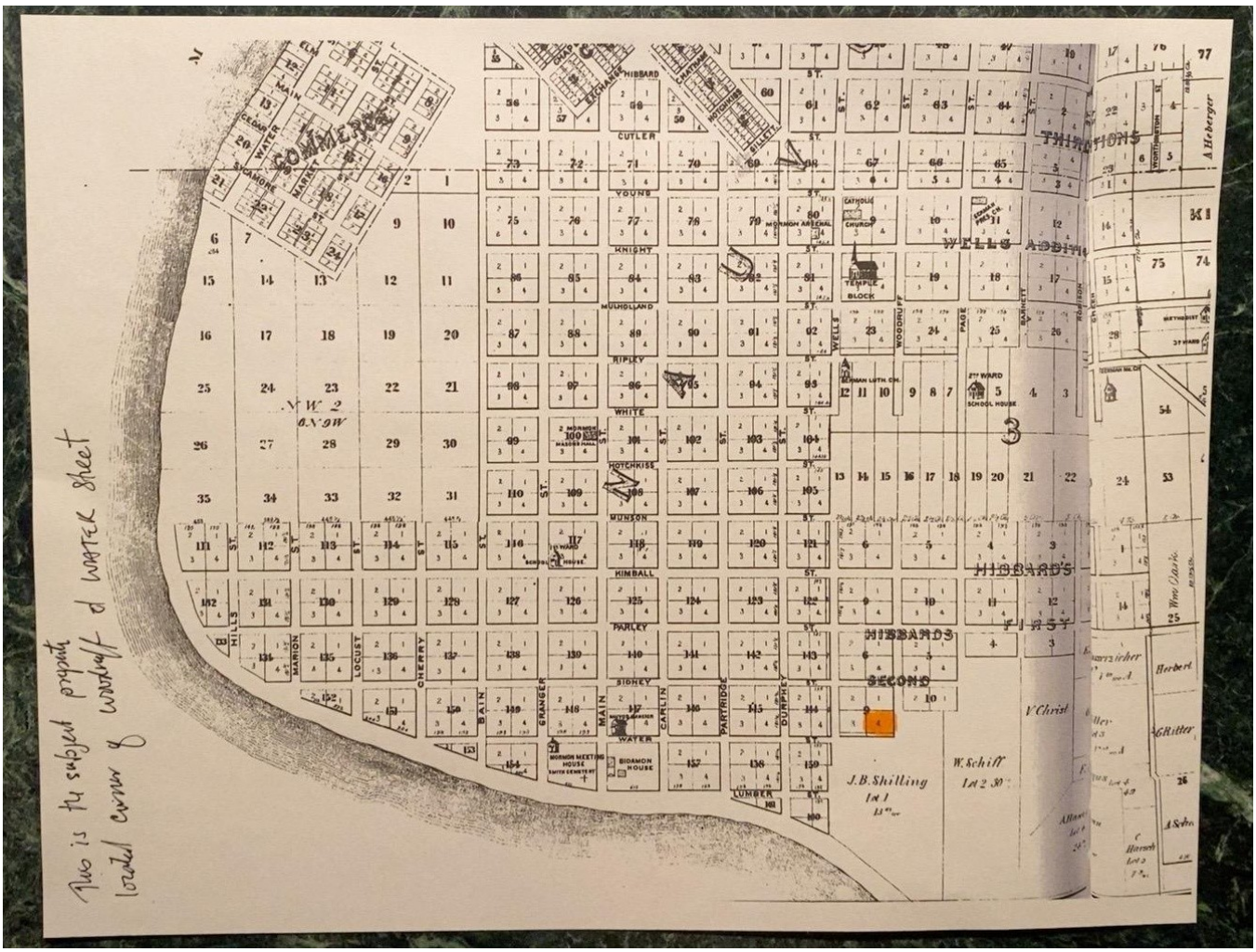
The side docket is arranged in compact, partly overlapping lines. Its parcel notation is transcribed here as “on Lot 4 / Blk 9”; the main text independently supplies the same numbers in words and figures.

Both sides say May 1, 1849. The recto reads “seven Months,” while the reverse calls November 1 the expiration. Six calendar months separate those dates. Neither reading has been altered to make the document internally consistent.

No signature, seal, witness attestation, acknowledgment, payment receipt, or recording certificate is visible on the supplied faces. The paper may be a draft, an unsigned retained version, or a copy of terms used elsewhere. The photographs alone do not decide among those possibilities.

The lot on the map

Lot 4 in Block 9 of Hibbard's Second Addition



User-supplied marked map, IMG_7881F453-87AA-4012-8747-8BE90BB76621. The orange highlight and handwritten location note were already present. The photographed extract does not include a title, publisher, or date; those details remain unattributed. [2]

The orange square is marked 4 within Block 9, under the label for Hibbard's Second Addition. That is an exact match to the lot, block, and addition named in the lease. The handwritten note identifies the corner of Woodruff and Water Streets. Following those printed streets across the supplied map supports the stated corner location. [1–2]

The distinction between the first and second additions matters. A repeated block number elsewhere in Nauvoo can identify a different property. This parcel should be tracked as Lot 4, Block 9, Hibbard's Second Addition, rather than simply "Hibbard's Block 9."

The map locates the property in the southern riverward part of the city, east of the Smith family's familiar Main Street neighborhood. It supplies a historic street context, not a surveyed modern boundary or proof of which buildings stood on the lot in May 1849.

Three dollars a month and a deed to come

The first half of the agreement deals with everyday occupancy. Hibbard is the lessor, the person granting use of the premises; Yates is the lessee, who promises the rent. The language obliges Yates to return the property peacefully at the end of the term in its existing condition, allowing for ordinary wear, fire, and other casualty. The final condition then changes the expected ending: timely payment of $500 would let Yates remain and would require Hibbard to make a deed. [1]

Term	What the paper says
Premises	Lot 4, Block 9, Hibbard's Second Addition to Nauvoo.
Rent	$3 per month; the document does not specify a monthly due day.
Duration	"seven Months from date hereof," beginning May 1, 1849.
Purchase condition	$500 paid on or before November 1, 1849.
Promised result	Yates retains possession; Hibbard makes a "good and sufficient deed."
Unstated matters	No express rent credit against the $500, interest schedule, building inventory, or proof of completion.

What kind of bargain was it

In ordinary language, this is a lease with a conditional promise of sale. Calling it "rent to own" without explanation would go too far: the text never says that monthly rent reduced the five-hundred-dollar payment. Nor does it require Yates to purchase. It provides a way to remain and obtain a deed if he meets the specified condition.

The arithmetic illustrates the scale of the two obligations. Seven monthly rents would total $21; six would total $18. Those are calculations, not sums acknowledged in the manuscript. The $500 payment is separate in the wording and much larger. Without evidence about improvements or the state of title, it cannot safely be compared with another Nauvoo lot's sale price as if the two properties were equivalent.

"Messuage" is a property term commonly associated with a dwelling and its ground. Here it appears in the formula "Messuage or parcel of Ground," without a house description. The wording allows a building-related interpretation but cannot establish a particular house, shop, resident, or use. A later deed, assessment, or building record would be needed to make that scene concrete.

Christopher E Yates and the road to Carthage

Yates enters this story with a history already rooted in Hancock County. The established biography places him among the early Augusta settlers and records his connection with the township's first marriage ceremony on Christmas Day 1833. These were the years before the main body of Latter-day Saint refugees arrived in Illinois. His local standing gave him a place in the county's civic and legal life well before he became a familiar name in accounts of Joseph Smith's final days. [9]

Family connections also placed him in the surviving court papers. Johannes C. Decker married his daughter Eleanor, also called Ellen. Decker's appearance as surety in the related appeal papers is therefore part of a family relationship as well as a legal obligation. Yates's public standing did not spare him ordinary debt litigation. In December 1842, John W. Moon, as assignee of a note associated with James Sewter, obtained a $13.75 judgment plus costs against him before Justice David Catlin. Yates pursued an appeal, as he did in a related Elliott matter. Those proceedings establish creditor pressure, not bankruptcy. [9]

The governor's captain

In June 1844, Yates acquired a much more consequential role. Governor Thomas Ford sent him to Nauvoo as captain of a posse, carrying the governor's demand that Joseph Smith submit to the proceedings at Carthage. The Joseph Smith Papers identifies a party of approximately ten to thirty men and dates the governor's letter June 22. Yates delivered that communication with John Taylor and John M. Bernhisel. [5–6]

A letter composed by Joseph and Hyrum Smith on June 23 referred to an explanation from the captain of the posse that had softened their understanding of Ford's message and increased their assurance of protection. The document places Yates in the communications immediately preceding their return. The brothers were murdered at Carthage Jail on June 27. Yates's documented participation in the surrender process should be told precisely; it does not by itself establish participation in the killings. [6]

A continuing interest in Nauvoo

The 1849 lease adds a different kind of encounter with Nauvoo. Its C. E. Yates is strongly consistent with Christopher E. Yates: the initials, county setting, period, and later documented property activity fit. Because this sheet supplies no full forename or execution signature, the identification rests on that combination rather than on a verified autograph match. [1, 7–9]

His later acquisitions are firmly documented. An April 8, 1851 commissioner's deed conveyed four Nauvoo lots to Christopher E. Yates for $31.05 in the litigation over Joseph Smith's estate. A separate sale report lists a fifth lot and $39.05 in all; the distinction is explained in the source notes. Neither record includes the Hibbard lease parcel. They demonstrate continuing investment, but they cannot settle whether the 1849 purchase condition was fulfilled. [7–8]

Davidson Hibbard and the city he helped build

Hibbard's place in the story began before Nauvoo bore that name. Born in Vermont in 1788, he had reached Illinois by 1824 and Hancock County by 1829. Service as a militia captain, justice of the peace, and county coroner gave him experience in the institutions on which settlers relied. When the Saints arrived from Missouri, they met a man who had already spent a decade establishing himself in the county. He was sixty when the lease was written. [3]

His baptism at Commerce on August 11, 1839, brought him into the new religious community. The established biography records his appointment that autumn with Samuel Bent and David Dort as trustees for a proposed stone schoolhouse. His land, experience, and practical connections made him useful to a settlement whose immediate needs included education, lumber, and places to build. [3, 10]

Newel Knight recalled a sawmill venture with "Brother D Hibbard," who supplied financing and joined him in a trip to St. Louis for machinery. The published editors identify the partner cautiously as possibly Davidson Hibbard. That qualification remains appropriate. More securely, Hibbard belonged to the Nauvoo Masonic Lodge and was appointed assistant inspector general of the Nauvoo Legion in March 1842. His additions to the city turned his name into part of its geography. [3, 10]

Land given for the temple

In January 1843, a deed from Hibbard for Lot 1, Block 9, in Hibbard's Addition entered the Book of the Law of the Lord at a valuation of $400, "on consecration." The same property appeared in the temple committee accounts. This was a gift of land rather than a cash payment. It placed part of Hibbard's property among the resources gathered for the temple. The lot number differs from this lease, and the gift must not be identified with Lot 4 in the Second Addition. [4, 10]

The neighbor remembered by Joseph Smith III

Joseph Smith III remembered Hibbard through household experiences. Emma bought a cow from him that repeatedly escaped the boy's attempts to milk it and ran back home. Years afterward, Joseph sat beside the ailing Hibbard outdoors in the shade. The older man spoke quietly, assured him of his affection, and expressed hopes for his future. These late recollections give warmth to the public record while remaining personal memories, not a contemporary diary of the lease. [11]

Hibbard stayed in Nauvoo after the principal exodus. His family connections included the merchant Amos Davis and the lawyer Milton M. Morrill, who married his daughter Melvina in 1847. In July 1850 Hibbard entrusted Morrill with collecting specified claims associated with a Galena attorney. The lease belongs to that same continuing world of family, land, and credit. Nothing in its handwriting proves that Morrill drafted it. Hibbard died in Nauvoo on September 11, 1854. [3, 10]

A bargain in the city that remained

Placed side by side, the biographies make the sheet more than an isolated rental form. Hibbard had helped provide land and resources for the Saints' city. Yates had represented the governor during the crisis that brought its prophet to Carthage. By 1849 the principal exodus lay behind them, but the legal and commercial life of Nauvoo continued. Their names appear here as prospective landlord and tenant, with a purchase condition joining the two roles. [1, 3–6]

The agreement does not describe their conversation or explain why they chose each other. It records no bargain struck under threat, no political confession, and no reconciliation. The defensible human story is the practical one: men whose histories intersected a bitter conflict still had property arrangements to make. Hibbard's connection with the Saints had not ended his interest in rent and conveyances; Yates's role in 1844 had not ended his interest in Nauvoo.

The small corner lot gives that story a place. It lay within an addition bearing Hibbard's name, close to the riverward streets where the city's residents continued their daily lives. The paper proposes immediate use at a modest rent and a more lasting stake if a larger payment could be made. The important question at its end is specific: did five hundred dollars change hands, and did a deed follow? [1–2]

What can be concluded now

The property description, monthly rent, purchase sum, and November deadline can be read directly. The supplied map supports the parcel identification. The biographies establish why the two men matter to the Mormon experience in Hancock County. The document's unsigned appearance and conflicting duration prevent treating it as conclusive proof of a fully executed agreement or completed sale.

The records that would decide the outcome

Question	Decisive next evidence
Did Yates acquire title?	Hancock County grantor and grantee indexes under Hibard/Hibbard and Yates, followed by the full deed for Lot 4, Block 9, Second Addition. Search late 1849 onward; recording could be delayed.
Who held or occupied it next?	Contemporary tax assessments, later conveyances, and any Hibbard estate inventory or disposition naming this exact parcel.
Can the location be confirmed independently?	The recorded plat of Hibard's Second Addition, dated May 2, 1842: Hancock County Plat Book 1, page 52, cited by the Joseph Smith Papers. [12]
Was this version executed?	A signed counterpart, recorded agreement, receipt, or later instrument reciting this lease.

Targeted public web searches combining Yates, Hibbard/Hibard, 1849, and the lot description did not produce a verified follow-on deed in this research pass. County deed and tax volumes have not been exhaustively examined. The questions above remain open, rather than being treated as negative findings.

Sources and documentary notes

Primary photographs and established project biographies are distinguished below from sources checked for this edition. URLs identify the cited source; manuscript statements are tied to the supplied images. Research edition prepared October 6, 2026.

1. Original lease or indenture naming Davison Hibard and C. E. Yates, dated May 1, 1849. Supplied photographs IMG_3631.jpeg and IMG_3632.jpeg. Independent visual transcription in this report. No visible signatures or recording endorsement. Original spelling, cancellations, the inserted “second,” and the conflicting term are retained or noted.

2. Supplied annotated city map, IMG_7881F453-87AA-4012-8747-8BE90BB76621.jpeg. Orange mark on Lot 4, Block 9, Hibbard’s Second Addition; handwritten note identifies Woodruff and Water Streets. The map extract’s edition and date have not been established from the photograph. Modern annotation is distinguished from the printed map.

3. Joseph Smith Papers, “Hibbard (Hibard), Davidson (Davison),” biographical directory. Birth and death, family origins, early offices, August 11, 1839 baptism, lodge membership, and Legion appointment. Checked for this edition. https://www.josephsmithpapers.org/person/davidson-davison-hibbard-hibard

4. Book of the Law of the Lord, Book A, p. 276, January 14, 1843; and Invoice, Trustee-in-Trust to Nauvoo Temple Committee, November 24, 1842–July 25, 1843, p. [4], January 25 entry. The $400 property contribution is carried forward from the established Hibbard study, which identifies both entries. Lot 1, Block 9, is not the lease’s Lot 4. https://www.josephsmithpapers.org/paper-summary/the-book-of-the-law-of-the-lord-book-a/173

5. Joseph Smith Papers, Letter from Thomas Ford, June 22, 1844, p. [6], editorial annotation. Identifies Christopher Yates as captain of the Hancock County posse and gives its approximate strength and mission. Checked for this edition. https://www.josephsmithpapers.org/paper-summary/letter-from-thomas-ford-22-june-1844/6

6. Joseph Smith Papers, Letter to Thomas Ford, June 23, 1844, p. [1], historical introduction and note 4. The text refers to the captain’s explanation; the annotation identifies Yates and his role in delivering Ford’s letter. Checked for this edition. https://www.josephsmithpapers.org/paper-summary/letter-to-thomas-ford-23-june-1844/1

7. Joseph Smith Papers, Deed, Charles B. Lawrence to Christopher E. Yates, April 8, 1851, p. 136. Source: Hancock County Deed Records, vol. 55, pp. 134–137, later recorded copy. The deed covers Lot 1 in each of Blocks 93, 102, 104, and 111 for $31.05. None is Lot 4, Block 9, Hibbard’s Second Addition. Checked for this edition. https://www.josephsmithpapers.org/paper-summary/deed-charles-b-lawrence-to-christopher-e-yates-8-april-1851-united-states-v-joseph-smith-iii-et-al/3

Sources and research distinctions

8. Joseph Smith Papers, Report, circa July 13, 1851, p. 669, United States v. Joseph Smith III et al. Lists the four lots in note 7 and additionally Lot 1, Block 103, at $8, bringing the report's Yates total to $39.05. The earlier biography's $31.05 accurately describes the four-lot deed; it should not be used as the total of every purchase listed in the sale report. The extra lot has not been traced to its own deed here. https://www.josephsmithpapers.org/paper-summary/report-circa-13-july-1851-united-states-v-joseph-smith-iii-et-al/1

9. Established project biography, Christopher E. Yates: Augusta pioneer, litigant, militia captain, and later Nauvoo property owner, saved as 02_Christopher_E_Yates_Biography.docx, August 30, 2026. Reused for Augusta, the Decker marriage, and Moon/Elliott litigation. Its supporting references include Thomas Gregg, History of Hancock County (1880), Augusta Township; A. T. Andreas, An Illustrated Historical Atlas of Hancock County (1874); and the supplied 1842–1843 case papers. Those case papers were not independently retranscribed for this lease report. The biography's uncertain birth year has not been converted into a firm date.

10. Established Hibbard biography in Davison_Hibbard_Power_of_Attorney_Expanded.docx, updated October 1, 2026, especially the expanded narrative and notes at the back. Reused for schoolhouse trusteeship, the cautiously attributed sawmill venture, family connections, and the July 3, 1850 collection appointment. The earlier study cites Newel Knight's recollections, "Nauvoo, 1839–45," and the Papers of Abraham Lincoln biography of Milton M. Morrill. The August 1839 journal reference concerns the family's religious encounter and should not be characterized simply as a social visit.

11. Joseph Smith III, Memoirs, edited by Mary Audentia Smith Anderson, Saints' Herald, November 20, 1934, section "Bits of Memory." Checked for the cow and final-illness recollections. The memoir's complicated marriage sequence and explanation of Hibbard's deafness are not adopted as established genealogical or medical conclusions. https://www.centerplace.org/history/misc/js3mem/112034.htm

12. Joseph Smith Papers, Minutes, December 21, 1843, p. 28, note 5. Cites "Hibard's Second Addition to Nauvoo," May 2, 1842, Hancock County Plat Books, vol. 1, p. 52, microfilm 954,774. This is a precise lead to the original plat, not a claim that the plat itself was examined here. The council's separate $500 transaction concerned Lot 3, Block 4, not this lease parcel. https://www.josephsmithpapers.org/paper-summary/minutes-21-december-1843/4

Keeping the parcels distinct

The 1849 lease, the 1843 temple gift, the council's proposed public-building site, the earlier Hibbard tax projects, and Yates's 1851 purchases belong to different documentary chains. They illuminate the same community, but a shared name, block number, or $500 sum is not sufficient to join their titles. The next title search should begin with the lease's complete description.