Phineas Kimball Jr and the Land That Outlasted Mormon Nauvoo

Eastern Investors and Family Connections in an 1859 Affidavit to Protect Their Property

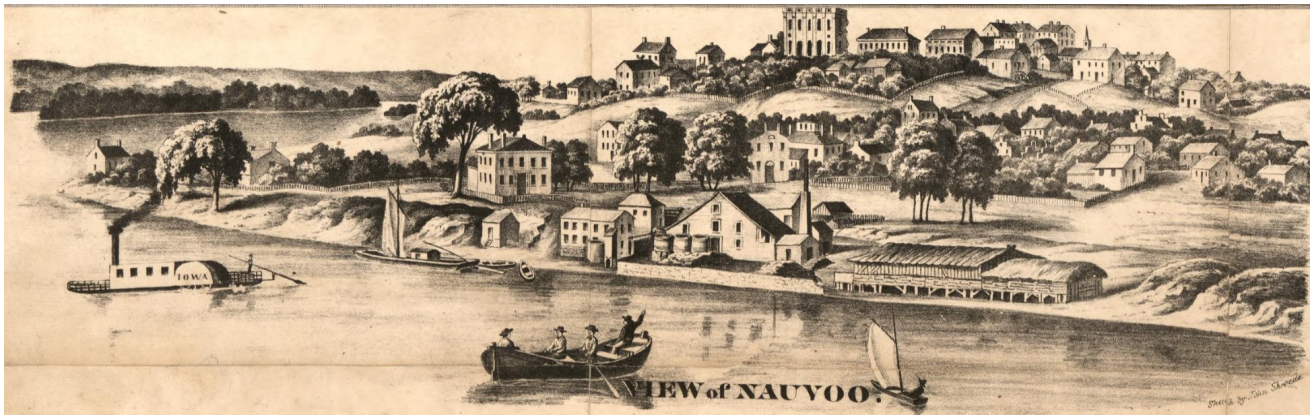
Highlights

- An oath sworn in Vermont on May 21, 1859, asserted authority over land in Nauvoo, Illinois.
- The affidavit connects Phineas Kimball Jr. with the interests of Horace R. Hotchkiss, Smith Tuttle, and John D. Gillett.
- Phineas was the younger brother of Hiram Kimball and brother-in-law of Sarah Granger Kimball.
- His record includes a serious business grievance reported by George Q. Cannon, friendly Mormon associations, and later hospitality to a returning Nauvoo visitor.

On May 21, 1859, Phineas Kimball Jr. stood before an official in West Fairlee, Vermont, and swore that he could act against trespassers on land far away in Nauvoo.

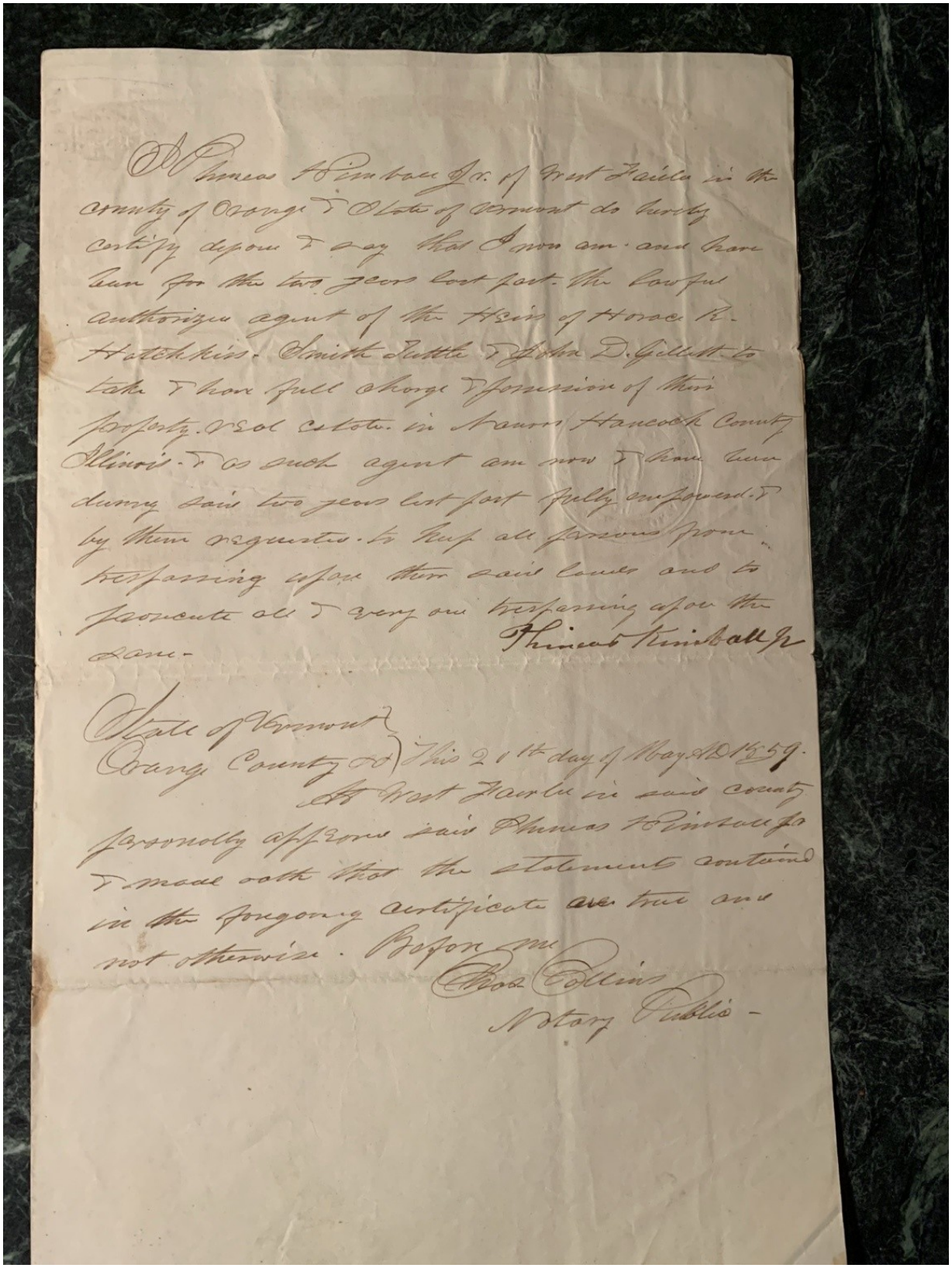
He said he had held that authority for the previous two years. The names in his statement belonged to the eastern investors whose land dealings had helped shape the city. Twenty years after their great agreement with Joseph Smith, their interests still required someone to watch over them. [1]

That short declaration opens a story reaching from Connecticut and Vermont to the Mississippi and the California goldfields. It follows a businessman whose family, friendships, and disputes crossed the boundaries between Mormon and non-Mormon society.



View of Nauvoo published in 1859. Detail attributed to John Schroede or Schroeder from a contemporary county map, Library of Congress; digital detail via Wikimedia Commons. [15]

The original affidavit



Phineas Kimball Jr. of West Fairlee in the
County of Orange & State of Vermont do hereby
certify depose & say that I own an- and have
been for the two years last past the lawful
authorized agent of the Heirs of Horace R.
Hatchkiss. Smith Tuttle & John D. Gillett to
take & have full charge & possession of their
property. & sol estate in Nauvoo Hancock County
Illinois. & as such agent am now & have been
during said two years last past fully empowered &
by them requested to sue all persons pros-
trespassing upon their said lands and to
prosecute all & every one trespassing upon the
same-

Phineas Kimball Jr

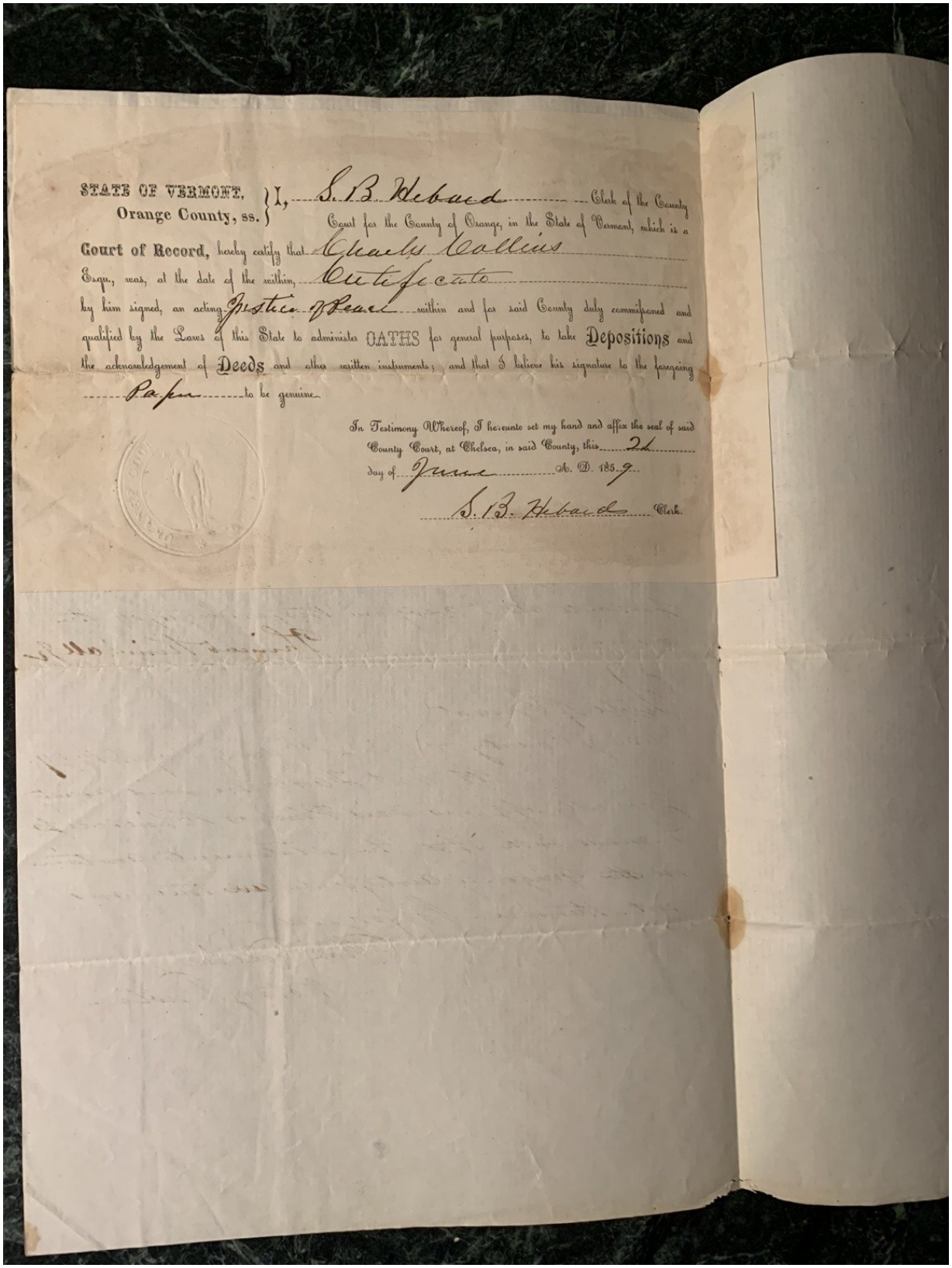
State of Vermont }
Orang County ss } This 21st day of May A.D. 1859.

At West Fairlee in said county
personally appeared said Phineas P. Kimball Jr
& made oath that the statement contained
in the foregoing certificate are true and
not otherwise. Before me

Chas Collins
Notary Public -

Phineas Kimball Jr., sworn statement of agency, West Fairlee, Vermont, May 21, 1859. Original photograph IMG_0701.jpeg, rotated upright. [1]

The attached court certification



STATE OF VERMONT,
Orange County, ss.

I, S. B. Hebard Clerk of the County Court for the County of Orange, in the State of Vermont, which is a Court of Record, hereby certify that Charles Collins Esqu., was, at the date of the within, Certificate by him signed, an acting Justice Peace within and for said County duly commissioned and qualified by the Laws of this State to administer OATHS for general purposes, to take Depositions and the acknowledgement of Deeds and other written instruments; and that I believe his signature to the foregoing Papers to be genuine.

In Testimony Whereof, I hereunto set my hand and affix the seal of said County Court, at Chelsea, in said County, this 21 day of June A. D. 1859.

S. B. Hebard Clerk.

Orange County clerk S. B. Hebard certified Charles Collins's official capacity and signature at Chelsea, Vermont, June 21, 1859. Original photograph IMG_0702.jpeg, rotated upright. [1]

Transcription of the document

Spelling and wording are retained as read from the photographs. Paragraphs and line breaks are arranged for reading; ornamental flourishes and printed fill-in rules are omitted. The handwritten ampersand is rendered as &. Bracketed matter is editorial.

I Phineas Kimball Jr. of West Fairlee in the county of Orange & State of Vermont do hereby certify depose & say that I now am and have been for the two years last past the lawful authorized agent of the Heirs of Horace R. Hotchkiss, Smith Tuttle & John D. Gillett to take & have full charge & possession of their property real estate in Nauvoo Hancock County Illinois & as such agent am now & have been during said two years last past fully empowered & by them requested to keep all persons from trespassing upon their said lands and to prosecute all & every one trespassing upon the same.

Phineas Kimball Jr

State of Vermont
Orange County ss

This 21st day of May AD 1859.
At West Fairlee in said county personally appeared said Phineas Kimball Jr & made oath that the statements contained in the foregoing certificate are true and not otherwise. Before me
Chas Collins
Notary Public

County court certification

STATE OF VERMONT,
Orange County, ss.

I, S. B. Hebard Clerk of the County Court for the County of Orange, in the State of Vermont, which is a Court of Record, hereby certify that Charles Collins Esqr., was, at the date of the within Certificate by him signed, an acting Justice of Peace within and for said County duly commissioned and qualified by the Laws of this State to administer OATHS for general purposes, to take Depositions and the acknowledgment of Deeds and other written instruments; and that I believe his signature to the foregoing Paper to be genuine.

In Testimony Whereof, I hereunto set my hand and affix the seal of said County Court, at Chelsea, in said County, this 21 day of June A. D. 1859.
S. B. Hebard Clerk.
[Embossed court seal]

Collins signs as Notary Public; the clerk certifies him as a Justice of Peace. Both descriptions appear on the surviving paper. This affidavit records Kimball's assertion of existing authority; it is not the underlying appointment signed by the owners. [1]

Before Nauvoo the investors saw Commerce

The eastern interest in this stretch of the Mississippi preceded the Mormon city. When Hiram Kimball reached Commerce in 1833 and established stores, Joseph Smith's followers had not yet made it their gathering place. A merchant choosing such a settlement was committing himself to the fortunes of its inhabitants: their arrivals, their purchases, and their ability to pay. Hiram supplied the family with a presence on the ground. [2]

The partnership named in the 1859 affidavit came from a different eastern network. Horace Rowe Hotchkiss, Smith Tuttle, and John Dean Gillet were associated with Connecticut. Hotchkiss later moved to New York, which helps explain why New York can enter accounts of these transactions. The documented purchase that matters here occurred in June 1836, when Hotchkiss and Gillet bought Commerce-area land from Alexander White. An early-1830s beginning fits Hiram's settlement, but 1836 is the secure date for this particular purchase. [3–6]

Each investor brought his own experience. Hotchkiss, born in 1799, was a merchant and land speculator. Tuttle, born in 1795, was a shipping merchant whose working life centered on the New Haven area. Gillet, born in 1796, had moved to Commerce by May 1837 and subsequently settled in Logan County, Illinois. Their venture therefore joined eastern capital with personal experience in Illinois; it was not conducted entirely by men who never saw the country. [3–5]

The coming of the Latter-day Saints gave this land a new prospective use. People driven from Missouri needed homes and a place to rebuild their community. On August 12, 1839, Joseph Smith, Sidney Rigdon, and Hyrum Smith entered a major agreement involving approximately four hundred acres, with specified exceptions for previously sold lots. Payment was to extend over twenty years. The bond's promised future thus reached all the way to 1859, the year of Kimball's affidavit. [6]

For settlers, a lot could become a home or a livelihood. For the investors, it remained part of an arrangement requiring payment before the promised title was conveyed. Those purposes could cooperate, but they did not make the parties' needs identical. The ordinary work of collecting, conveying, and accounting accompanied the extraordinary work of building a religious city.

The paper of 1859 invites a return to this beginning because the same partnership names survive in it. It does not establish that every parcel Kimball supervised belonged to the original four-hundred-acre tract. That connection requires deeds and lot descriptions which the affidavit does not supply. Its broad wording gives us the people and the place; the precise boundaries remain to be traced. [1, 6]

The agreement changed while the city grew

The striking coincidence of the year 1859 must not mislead us. The original twenty-year arrangement had already been canceled. On July 7, 1843, Joseph Smith and the investors restructured their dealings, and most of the land covered by the earlier bond was returned to the partnership through a quitclaim deed. A new agreement followed. Any account that simply carries the 1839 contract forward unchanged to Kimball's oath would miss this decisive turn. [6–7]

A quitclaim transferred the interest the grantors possessed; it did not erase the human history accumulating around the property. Houses, prospective purchasers, previous promises, and adjoining claims could make the business of land more complicated than the clean lines of a plat suggested. In this case the recorded instruments, rather than a modern outline of "Mormon" and "non-Mormon" land, have to guide the story.

Two of the original investors died before the affidavit was made. John Dean Gillet died in July 1848; Horace Hotchkiss followed in April 1849. Smith Tuttle lived until 1865. Their different death dates matter because Kimball used the collective phrase "the Heirs of" before listing the three names. The wording cannot safely be expanded into a claim that all three men were dead in 1859. It may compress the interests of surviving owners and heirs, but the actual authorizations and estate papers would be needed to settle that point. [1, 3–5]

The practical problem is easy to recognize. A holding might pass to heirs who lived far from it. Even where an owner remained alive, distance made it difficult to know who occupied the ground and what they were doing there. A representative's name, local knowledge, and recognized authority could be essential. Kimball's affidavit belongs to that work of maintaining control over property after the original bargain and, in two cases, after an investor's death.

Nauvoo's changes give that work its historical setting. The view reproduced at the beginning of this report appeared on an 1859 map. Its publication date does not establish that every building depicted still stood in that year. Nauvoo itself remained inhabited by people with their own lives and purposes. The Mormon departure had not ended its history. Nor had it automatically extinguished older legal interests. Kimball's declaration brings one of those continuing interests into view without identifying the person, incident, or proceeding that prompted him to put it under oath. [1, 15]

The early settlement story and the later affidavit therefore belong together. The first explains why eastern names appeared in Hancock County land records. The second shows that the responsibility to protect those interests could survive changes in ownership, population, and the city's public identity.

The Kimballs on both sides of the river country





Hiram Kimball, image identified by the Wilford Woodruff Papers, and Sarah Granger Kimball, portrait published in 1920. Phineas Jr. was Hiram's brother and Sarah's brother-in-law. [2, 14]

Phineas was born at West Fairlee on May 1, 1822, into the family of Captain Phineas Kimball and Abigail Colton. The 1874 Hancock County atlas places his arrival in Nauvoo in 1842, when he began clerking for his older brother Hiram. The brothers were sixteen years apart in age. For the younger man, the family connection offered an introduction to the business life of a rapidly changing town. [8]

Hiram's marriage to Sarah Granger in 1840 carried the household into intimate association with the Mormon community. Sarah belonged to the Church before her husband did. Her initiative to organize women's assistance for temple workers contributed to the circumstances from which the Relief Society emerged in 1842. Hiram himself was baptized in July 1843. Family and faith were intersecting within the Kimball home, rather than standing on opposite sides of a fixed boundary. [2, 9]

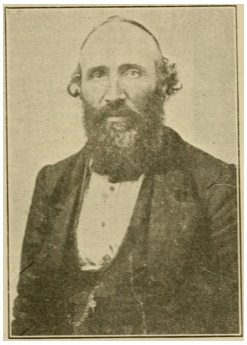
Hiram also occupied public positions in Nauvoo. He served as an alderman and held office in the Nauvoo Legion. By 1846 he operated an iron foundry, and he was wounded in the Battle of Nauvoo that September. These experiences gave his relationship with the city a personal cost well beyond the balance of a merchant's accounts. [2]

For Phineas, daily business meant dealing with people rather than supervising an abstraction called "western land." His later biography describes a man who knew leading Mormons and continued to travel between Nauvoo and New England. His 1859 statement identifying himself as "of West Fairlee" fits that eastern connection, but cannot by itself establish how continuously he resided there or how often he visited Illinois. [1, 8]

The family's own land interests should remain distinct from the partnership interests in this particular paper. Kimball did not swear that he was watching over his father's estate. He named Hotchkiss, Tuttle, and Gillett. The significance is that a member of an established Nauvoo business family asserted the right to act for those interests. The surviving affidavit is direct evidence of that relationship, whatever other property he or his relatives owned. [1]

California and the accusation Cannon preserved





George Q. Cannon, circa 1857, and Howard Egan in a portrait reproduced in Pioneering the West, 1917. The portraits are later than the 1850 conversation. [10, 14]

In 1849 Phineas joined the movement to California, where the atlas describes him as a miner and trader. His western business connections now extended beyond the Mississippi. By October 1850 his name had entered a conversation which left a sharply unfavorable record. [8, 10]

George Q. Cannon went to see Howard Egan, who was ill. They discussed a store and business concerns in the Mariposa region. Cannon recorded Egan's account of affairs deteriorating during his sickness and wrote that "Phin. [Phineas] Kimball had acted the scoundrel with him." Egan also blamed Lafayette Granger. This was a direct expression of distrust, preserved in a contemporary journal, and it deserves a substantial place in Kimball's story. [10]

Cannon would become one of the Church's most influential leaders, with major responsibilities in business, politics, and governance, and would serve as counselor to four Church presidents. In 1850, however, he was twenty-three, well before those senior appointments. The entry records what Egan told him. It does not describe Cannon auditing the disputed accounts or reaching an independent finding after hearing Kimball's answer. [10–11]

That distinction makes the evidence more useful. We can identify the speaker, the recorder, the date, and the business setting. We cannot yet specify the alleged act, the amount at issue, or how the dispute ended. Nothing in the sentence supplies Kimball's response. Its seriousness should be preserved without converting a grievance into a proved theft or an official Church judgment.

The contrast with Kimball's later respectable public biography is revealing. Men who prospered in a community did not necessarily enjoy the confidence of everyone with whom they dealt. Egan's criticism prevents an account built only from the atlas's praise. It also directs attention toward correspondence and accounts that might explain why he felt wronged. The unresolved financial dispute is a real part of the story; religious hostility is a separate question.

Business claims and religious loyalties

Kimball's dealings with the Mormon world also reached the courts. In 1849 he pursued claims connected with Joseph Smith's estate. The suit known as Kimball v. L. C. Bidamon et al. included Emma Smith Bidamon, members of the Smith family, and others. The bill recited promissory notes originally made in 1837 to the New York firm Mead, Stafford & Co. His pursuit of those obligations provides another concrete example of a businessman asserting a financial claim across personal and religious relationships. [12]

The suit should not be fused with the 1859 affidavit. They are different documents, separated by years, and the affidavit names different property interests. Neither should be treated as a ready-made explanation for the other. Nor does bringing a creditor's action, without additional evidence, establish dislike of a debtor's faith. It does show that business interests could put Kimball in conflict with people whose family and community he knew.

His religious history remains less securely documented than his business activity. The Church Historian's Press identifies the California Phineas Kimball as a Church member in 1850. Its brief entry gives an approximate birth year of 1821, while the fuller Joseph Smith Papers biography and the county atlas give May 1, 1822. The overlap of name, Vermont origins, Nauvoo connections, and California residence supports the identification, but the membership statement still needs a baptismal or comparable record before a detailed conversion history can be written. [8, 13]

The atlas, published during his lifetime in 1874, places his sympathies with the Congregational Church. It also reports favorable memories of visits to Brigham Young in Utah and his belief that the Mormon difficulties should have been settled peacefully. These statements are evidence of his later public presentation and reported views. They do not establish what he believed at every earlier stage of his life. [8]

A local biographical sketch written to honor an established resident has its own tendencies toward praise. Its sweeping suggestion that he enjoyed the esteem of Mormon leaders cannot simply erase Egan's earlier complaint. Conversely, Egan's complaint cannot erase evidence of friendships, hospitality, and opposition to violence. The strongest reading allows both records to stand.

The man emerging from these sources had commercial ambitions and relationships that crossed religious lines. He could enforce an obligation and still welcome a Mormon acquaintance. Whether he once joined the Church, how long that affiliation lasted, and how he explained his beliefs require further evidence. The records already make it inappropriate to label him a straightforward anti-Mormon on the strength of one business quarrel.

What Kimball asserted in 1859

The affidavit brings the narrative back to West Fairlee. Kimball claimed that he was the lawful authorized agent of the interests he named, that he could take charge and possession of their Nauvoo real estate, and that he had been empowered and requested to prevent trespass and prosecute trespassers. He placed the duration of this authority at the preceding two years, carrying it back approximately to May 1857. [1]

The emphasis on possession is important. A person could claim an interest in land while someone else physically used it. The paper addresses the agent's ability to act against intrusion. It does not say whether the perceived problem involved occupation, cultivation, removal of materials, or some other use. Those possibilities explain what a trespass question might concern; none is established here.

There is no defendant, lot number, purchase price, tenant, or named lawsuit in the surviving statement. There is also no signature of Hotchkiss's heirs, Tuttle, or Gillet's representatives granting the authority. Kimball himself swore that it already existed. The most precise descriptive title is consequently an affidavit of agency and authority to prosecute trespassers. Calling it a power of attorney is understandable in ordinary conversation, but risks suggesting that the underlying appointment is present when it is not. [1]

Charles Collins administered the oath on May 21. A month later, on June 21, S. B. Hebard added the Orange County court certification at Chelsea. He attested to Collins's official capacity and to the genuineness of his signature. The attached form did not determine ownership of the Illinois land or independently verify Kimball's appointment. It authenticated the official who had taken the oath. [1]

This sequence is consistent with preparing a sworn statement for use away from the place where it was made. The Illinois subject matter makes a western destination plausible, but the photographs contain no filing endorsement proving where the paper went. Its intended recipient is still unidentified.

The distance between West Fairlee and Nauvoo is the document's most revealing feature. Kimball could be in Vermont while asserting an active responsibility in Illinois. The paper gave that assertion a form another official could examine. Its existence suggests a practical need to demonstrate his standing, but whether that need arose in anticipation of trouble or during an existing dispute remains open.

Charles Collins and the Vermont end of the story

The name beneath Kimball's oath reads Chas Collins. The separate certification spells it out as Charles Collins. This resolves the initial reading of Thomas and also redirects the search: the act took place in West Fairlee, Orange County, Vermont. Nothing in these two photographs places Collins among the settlers of Hancock County. [1]

A strong biographical candidate appears in Hamilton Child's Gazetteer of Orange County, published in 1888. Its account describes Charles Collins, born in Corinth in December 1832, admitted to the Orange County bar on June 25, 1857, and soon afterward practicing at West Fairlee. Name, profession, county, and timing fit the man in the affidavit. An independent office roster or comparison signature would make the identification firmer, particularly because this younger Collins also had an uncle of the same name. [16]

The younger man's path to law began with a childhood loss. His father, Amos P. Collins, died after falling while helping raise a gristmill frame. Charles spent time with his uncle, later apprenticed in a Chelsea furniture shop, and worked and attended school as he prepared for the law. According to the gazetteer, legal study eventually brought him from manual work into the profession in which he served at West Fairlee. [16]

If this is the signer, he was about twenty-six when Kimball appeared before him. The land agent with experience in Nauvoo and California was entrusting his sworn declaration to a lawyer near the beginning of his career. The contrast is useful without inventing their conversation or assuming that they knew each other socially.

The gazetteer records Collins's death on December 23, 1861, only a few years after he entered practice. Its account relates a sudden illness following a trial at Vershire and an unsuccessful treatment involving chloroform; the explanation of the death belongs to that retrospective account, not to a modern medical finding. A short professional life may help explain why the name is less familiar than those of the investors and Church leaders. [16]

Collins adds a different kind of pioneer experience to the narrative: a young Vermonter working his way into a profession which connected local business with distant property. His probable biography is worth including, while the claim that he settled in Hancock County has no present evidentiary foundation.

A later visitor found a welcome in Nauvoo

In June 1895, Dr. Elvira Stevens Barney returned to Nauvoo with her brother Carlos to find their parents' graves. Fifty years had passed since the burials. Streets and remembered landmarks had changed, and her brother was too feeble to offer all the help she needed. After arriving by excursion boat, she called on Phineas Kimball, identifying him to her readers as Sarah M. Kimball's brother-in-law. [17]

He invited them to stay. In her open letter published in the Woman's Exponent that October, Barney praised the warmth of the welcome and the family's hospitality. The following morning Mrs. Kimball offered a practical arrangement: Carlos could remain at the house while Phineas took Barney out in the carriage to continue the search. With his help she located the place in an orchard. [17]

The episode is small enough to be personal and specific enough to test a broad characterization. This was a returning Latter-day Saint seeking a family connection with old Nauvoo. Kimball and his household gave her time, accommodation, and help. Her account records behavior, not merely a flattering adjective in a county biography. It is strong evidence of a friendly encounter in 1895, although it cannot settle the merits of the California dispute forty-five years earlier.

By then Phineas's life had crossed several versions of the town. He had arrived while Hiram was trading in Mormon Nauvoo, pursued opportunity in California, maintained eastern connections, married, raised a family, and resumed life in Illinois. His first wife, Louisa Bartholomew, died in 1865. He married Dena Icking in Hancock County in July 1866. He died in Nauvoo on October 7, 1900. [8, 13]

Barney's search offers a fitting last scene because land carried such different meanings for the people in this story. Investors saw property that might yield a return. An agent saw an interest he was obligated to protect. A woman returning after half a century saw the place where her parents lay. In each case, knowing the ground and finding someone willing or authorized to help mattered.

The 1859 affidavit survives between those experiences. It preserves Kimball at a particular moment, asserting responsibility for property whose history reached back before the Mormon city. Around it, the other records reveal commercial conflict, family loyalty, religious uncertainty, and acts of kindness. Those are the circumstances in which his oath should be read.

Dates and remaining questions

Date	Event
1833	Hiram Kimball settles at Commerce and establishes stores. [2]
1836	Hotchkiss and Gillet acquire the relevant Commerce-area tract from Alexander White. [6]
1839	Joseph Smith and associates enter the major land agreement with the investors. [6]
1842	Phineas Jr. arrives in Nauvoo and clerks for Hiram. [8]
1843	The 1839 agreement is canceled and the land dealings restructured. [6–7]
1848 and 1849	Gillet and Hotchkiss die, respectively. [3, 5]
1849 to 1852	Kimball pursues litigation involving Joseph Smith’s estate. [12]
October 20 1850	Cannon records Egan’s complaint about Phineas in California. [10]
May 21 1859	Kimball swears to approximately two years of agency authority. [1]
June 21 1859	S. B. Hebard certifies Collins’s official capacity and signature. [1]
1874	The county atlas describes Kimball’s business life and reported sympathies. [8]
June 1895	Kimball assists Dr. Elvira Stevens Barney during her Nauvoo visit. [17]
October 7 1900	Phineas Kimball Jr. dies in Nauvoo. [13]

Questions the surviving evidence leaves open

The exact parcels, the owners’ underlying appointment of Kimball, and the immediate reason for the affidavit remain unidentified. The leading records to seek are Hancock County deed indexes and court files for 1857–1860, followed by the Hotchkiss and Gillet estate papers and surviving Tuttle correspondence.

Kimball’s baptism or other membership record, his response to Egan’s complaint, and an independent confirmation of Collins’s office would answer different questions. Until those records emerge, none of these uncertainties should be replaced by a reconstructed motive or an invented incident.

Sources and documentary notes

Numbers in the narrative refer to the entries below. Online sources were consulted October 7, 2026. Original documents, contemporary accounts, and later biographical summaries are distinguished here.

1. Original document

Phineas Kimball Jr., affidavit, West Fairlee, Orange County, Vermont, May 21, 1859; sworn before Chas Collins, Notary Public; attached certification by S. B. Hebard, Chelsea, June 21, 1859. Photographs IMG_0701.jpeg and IMG_0702.jpeg supplied for this project. No filing endorsement or separate appointment is visible in these photographs.

2. Hiram Kimball

Joseph Smith Papers, “Hiram S. Kimball,” biography; Wilford Woodruff Papers, “Hiram Kimball.” These sources support his family relationships, arrival in Commerce, business and civic roles, baptism, and injury in 1846. Published sources differ by a day on his September 1840 marriage date, which is not material to this narrative.

Read source

3. Horace Hotchkiss

Joseph Smith Papers, “Horace Rowe Hotchkiss,” biography. Connecticut origins, land speculation, move to New York, and death on April 21, 1849.

Read source

4. Smith Tuttle

Joseph Smith Papers, “Smith Tuttle,” biography. Tuttle was alive in 1859 and died March 7, 1865. The affidavit’s use of “Heirs” should therefore not be interpreted as proof that every named principal was deceased.

Read source

5. John Dean Gillet

Joseph Smith Papers, “John Dean Gillet (Gillett),” biography, 1796–1848. Care is necessary with portraits: the well-known Elkhart cattleman John Dean Gillett, born in 1819, is not this investor.

Read source

6. The 1839 agreement

“Bond from Horace Hotchkiss, 12 August 1839–A,” Joseph Smith Papers, transcription and historical introduction. Recorded copy in Hancock County Deed Record 12 G, p. 299. The editors identify the June 1836 purchase, approximate acreage, payment structure, and cancellation in 1843. The 1859 maturity date in the earlier arrangement is contextual, not an established cause of this affidavit.

Read source

7. The 1843 restructuring

“Bond from Smith Tuttle and John Gillet, 7 July 1843,” and “Deed to Smith Tuttle, John Gillet, and Horace Hotchkiss, 7 July 1843,” Joseph Smith Papers. These documents prevent carrying the canceled 1839 arrangement forward unchanged.

Read source

8. Kimball during his lifetime

Charles A. Gilchrist, An Illustrated Historical Atlas of Hancock County, Illinois (Chicago: A. T. Andreas, 1874), p. 41, “Phineas Kimball.” The biography begins at the bottom of the center column and continues at the top of the right column. It expressly identifies Hiram as his brother. It is also the source for the reported Congregational sympathies, visits to Brigham Young, and opposition to the violence against the Mormons. Its uniformly favorable biographical tone requires comparison with independent testimony.

Read source

Sources and illustration credits

9. Sarah Granger Kimball

“Relief Society Foundations,” Historic Nauvoo, Church History Department. Sarah’s work to organize assistance for temple construction forms the family’s direct connection with the origins of Relief Society.

Read source

10. Egan and Cannon

George Q. Cannon, journal, October 20, 1850, Church Historian’s Press. Egan is the source of the accusation; Cannon is its contemporary recorder. The entry supplies a store and Mariposa business context but no detailed account of the alleged misconduct.

Read source

11. Cannon’s later leadership

Church Historian’s Press, The Journal of George Q. Cannon, introduction. His later senior financial and governing responsibilities should not be projected backward onto the 1850 conversation.

Read source

12. Litigation involving the Smith estate

“Bill in Chancery, between 26 April and circa 31 May 1849 [Kimball v. L. C. Bidamon et al.],” especially p. 1, and “Introduction to Ferris Administrator of the Estate of JS,” Joseph Smith Papers. The underlying bill is nineteen pages. The case concerns creditor claims and must remain distinct from the 1859 agency affidavit.

Read source

13. Phineas and religious identification

Joseph Smith Papers, “Phineas Kimball,” biography; Church Historian’s Press, “Phineas Kimball,” biographical entry accompanying Cannon’s journal. The latter identifies him as a Church member in 1850; the baptismal evidence has not been established here.

Read source

14. Portrait credits

Hiram: Wilford Woodruff Papers, “Hiram Kimball,” reproducing a FamilySearch portrait; date and photographer unspecified, small source image. Sarah: unidentified photographer, portrait reproduced in Susa Young Gates, “Suffrage Won by the Mothers of the United States,” Relief Society Magazine 7, no. 5 (May 1920), p. 260; digital image via Wikimedia Commons. Cannon: circa 1857, Utah State Historical Society, as reproduced by Church Historian’s Press. Egan: portrait frontispiece, Pioneering the West, 1846 to 1878 (1917), Library of Congress, digital image 9; cropped to the portrait. No verified likeness of Phineas Jr., the three investors, or Collins is substituted with an unrelated sitter.

Cannon portrait collection

Additional sources and the next documentary leads

15. Nauvoo view

“View of Nauvoo” by John Schroede, probably Schroeder, detail from an 1859 map; Library of Congress, resource g4103h.la000115, digital detail via Wikimedia Commons. This is the map vignette, not the separate oil painting also associated with Schroeder. It is a period publication, not proof of the survival of every depicted structure in 1859 or evidence of the boundaries of Kimball’s unnamed parcels.

View and source attribution

16. Charles Collins

Hamilton Child, Gazetteer of Orange County, Vt., 1762–1888 (Syracuse, 1888), “Bench and Bar,” West Fairlee discussion, Charles Collins sketch, pp. 159–160. The scanned volume’s searchable text identifies his admission on June 25, 1857, practice at West Fairlee, and death in 1861. The biographical match is probable, not independently confirmed by a signature or office register. The narrative also mentions an uncle of the same name.

Digitized gazetteer

17. Elvira Stevens Barney’s visit

Elvira Stevens Barney, “An Open Letter from Dr. Elvira Stevens Barney,” Woman’s Exponent 24, no. 9 (October 1, 1895), beginning on the unnumbered opening page cataloged by BYU as 56A and continuing on p. 57. BYU’s article transcript identifies the visit as June 22–23, 1895. The author’s praise concerns her own encounter; it is independent of the atlas’s 1874 sketch.

Barney’s open letter

Documentary leads

A Utah historical finding aid lists Hotchkiss and Tuttle property material, Smith–Tuttle correspondence, and a December 1854 letter from C. Robison to John Gillett. These are leads, not documents inspected for this report. The recipient in the 1854 item requires identification because the investor discussed here died in 1848.

The Gillett Family Papers at the Abraham Lincoln Presidential Library are cited in the Joseph Smith Papers for correspondence concerning the Nauvoo dealings. Those references provide a route toward the investors’ accounts and relationships, but they do not yet identify the authority described in the 1859 affidavit.

The most useful discovery would be a recorded appointment or a court file attaching this statement. Either could supply the missing land descriptions and show why Kimball’s authority was being documented in Vermont. For the California episode, Egan correspondence and business accounts would be more probative than repeating later character judgments.

Utah historical collection finding aid