Hiram Kimball and Amos Davis

The 1849 appeal bond and illustrated biographies

Prepared for David Larsen • October 12, 2026

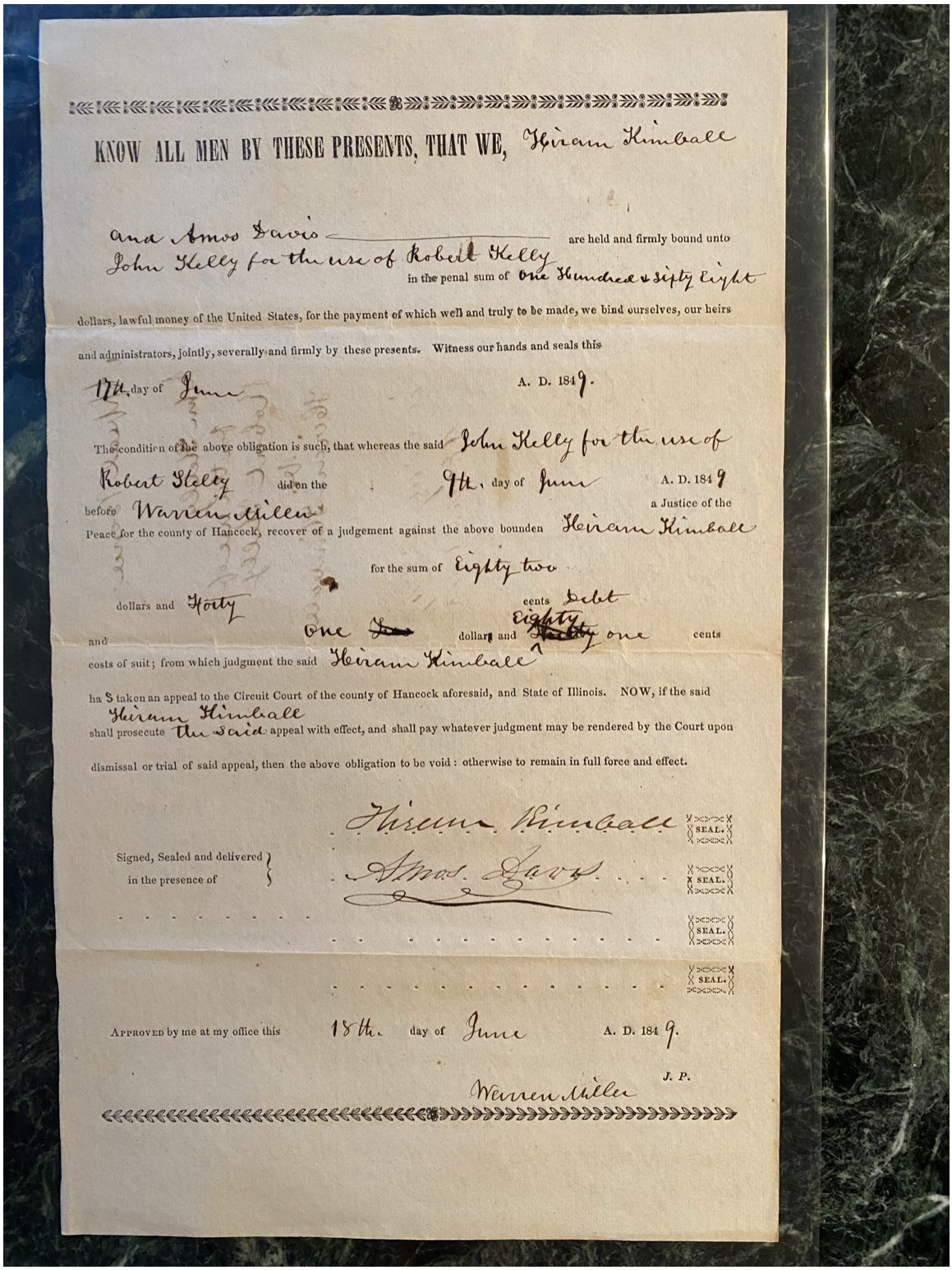
On June 17, 1849, Hiram Kimball and Amos Davis signed a $168 obligation so that Kimball could appeal a debt judgment. The paper preserved in David Larsen's photographs records more than a name beside a name: Davis accepted financial responsibility for an undertaking that concerned Kimball's case. The court's eventual decision remains unknown, but the relationship visible on the sheet can now be placed in a much fuller history. [1]

Highlights

- Kimball and Davis had business dealings in Commerce before the Mormon settlement expanded into Nauvoo. [2]
- Davis's connections to Joseph Smith included church membership, a disputed debt, ordinance prosecutions, successful and unsuccessful appeals, and a civil damages suit. [5, 14–22]
- Davis's marriage into the Hibbard family linked him to local households and to his father-in-law's land and merchandise business. [23, 24]
- Kimball's documented connections include Masonry, military administration, a reported visit to the Smith brothers in Carthage Jail, and negotiations over the Expositor claims. [27, 29–33]
- A contemporary report names both men among Nauvoo's defenders in 1846. Their later paths diverged, yet the bond records cooperation in 1849. [1, 3]

This expanded edition presents the original images, a reading transcription, and separate narrative biographies, followed by the supporting figures and source notes. It distinguishes contemporary records from later recollections and marks the remaining identity and outcome questions. The biographies are complete as written accounts of the evidence assembled here; unresolved facts have not been supplied by conjecture.

The original appeal bond



KNOW ALL MEN BY THESE PRESENTS, THAT WE, Hiram Kimball

and Amos Davis are held and firmly bound unto

John Kelly for the use of Robert Kelly in the penal sum of One Hundred & Sixty Eight

dollars, lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs

and administrators, jointly, severally and firmly by these presents. Witness our hands and seals this

17th. day of June A. D. 1849.

The condition of the above obligation is such, that whereas the said John Kelly for the use of

Robert Kelly did on the 9th. day of June A. D. 1849

before Warren Miller a Justice of the

Peace for the county of Hancock, recover of a judgement against the above bounden Hiram Kimball

for the sum of Eighty two

dollars and Forty cents Debt

and One ~~Dollar~~ dollars and ~~Forty~~ Eighty one cents

costs of suit; from which judgment the said Hiram Kimball

has taken an appeal to the Circuit Court of the county of Hancock aforesaid, and State of Illinois. NOW, if the said

Hiram Kimball shall prosecute the said appeal with effect, and shall pay whatever judgment may be rendered by the Court upon

dismissal or trial of said appeal, then the above obligation to be void: otherwise to remain in full force and effect.

Hiram Kimball SEAL.

Signed, Sealed and delivered in the presence of

Amos Davis SEAL.

SEAL.

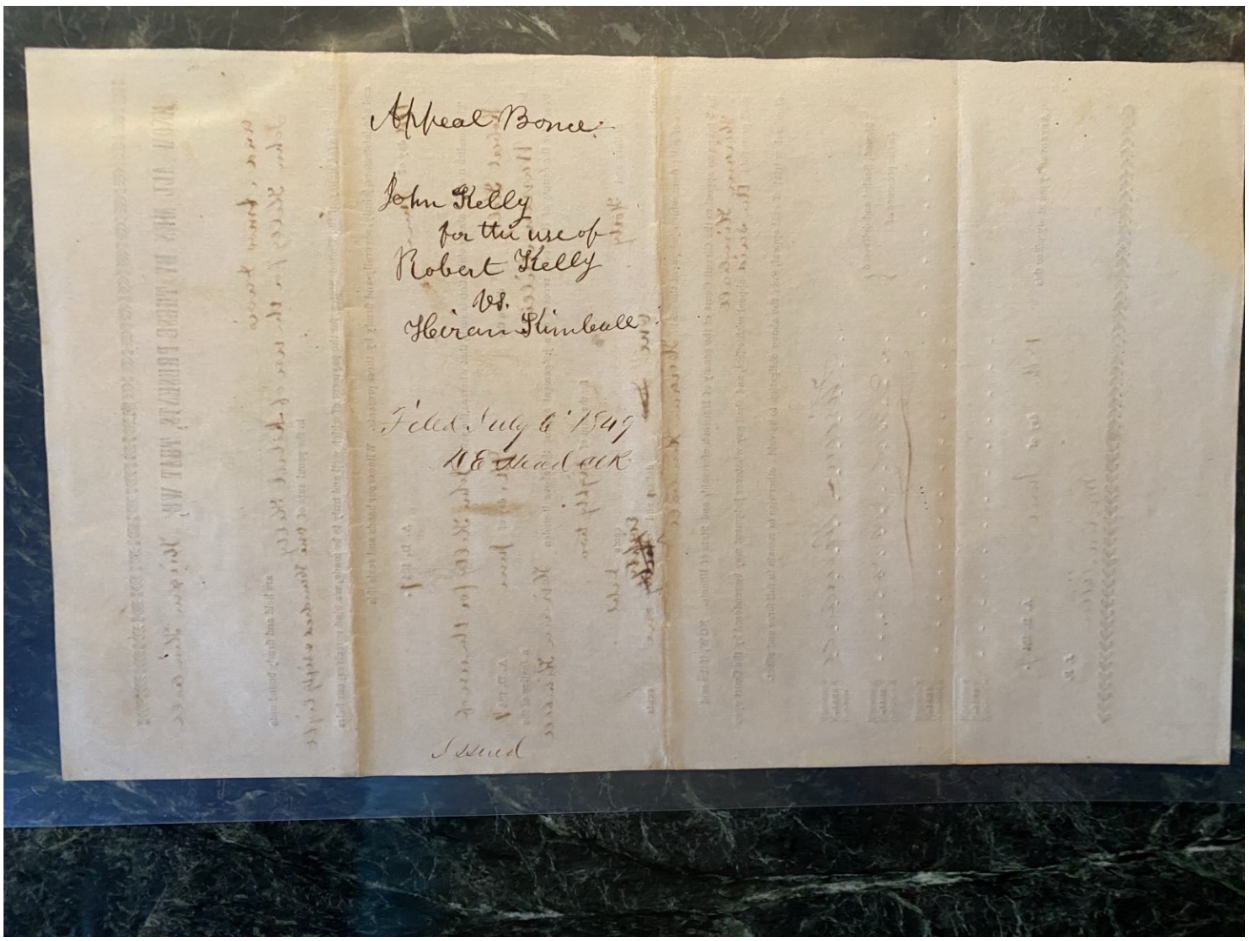
SEAL.

APPROVED by me at my office this 18th. day of June A. D. 1849.

Warren Miller J. P.

Original photograph supplied by David Larsen. The handwritten corrections in the costs clause are retained. [1]

The filing endorsement



Original photograph supplied by David Larsen. The image is rotated only in the page layout to make the filing endorsement readable. [1]

A document that moved between courts

The endorsement identifies John Kelly, for the use of Robert Kelly, versus Hiram Kimball, and records filing on August 6, 1849. The clerk's name reads D. E. Head, consistent with David E. Head's service. This records the filing, not the outcome of the appeal. [1, 38]

Reading transcription

Printed and handwritten text are combined and line breaks reflowed. Brackets identify editorial explanations or qualified readings. The superseded words in the corrected costs clause have not been confidently recovered. [1]

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Hiram Kimball and Amos Davis are held and firmly bound unto John Kelly for the use of Robert Kelly in the penal sum of one Hundred & Sixty Eight dollars, lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs and administrators, jointly, severally and firmly by these presents. Witness our hands and seals this 17th day of June A. D. 1849.

The condition of the above obligation is such, that whereas the said John Kelly for the use of Robert Kelly did on the 9th day of June A. D. 1849 before Warren Miller a Justice of the Peace for the county of Hancock, recover of a judgement against the above bounden Hiram Kimball for the sum of Eighty two dollars and Forty cents Debt and one dollar and Eighty one cents costs of suit; from which judgment the said Hiram Kimball haS taken an appeal to the Circuit Court of the county of Hancock aforesaid, and State of Illinois.

NOW, if the said Hiram Kimball shall prosecute the said appeal with effect, and shall pay whatever judgment may be rendered by the Court upon dismissal or trial of said appeal, then the above obligation to be void: otherwise to remain in full force and effect.

[Signatures:] Hiram Kimball [SEAL.]
Amos Davis [SEAL.]

Signed, Sealed and delivered in the presence of [no separate witness name entered in this space].

APPROVED by me at my office this 18th day of June A. D. 1849.
Warren Miller J. P.

[Reverse:]
Appeal Bond
John Kelly
for the use of
Robert Kelly
vs
Hiram Kimball
Filed Aug 6 1849
D E Head clk [reading]

Reading note: the final costs are $1.81. The bond itself states $168; twice the debt and costs would be $168.42. The bond date reads June 17 and the approval June 18. The original spelling and awkward wording are retained rather than rewritten.

Neighbors along the Mississippi



Find 3 for Davis's store and lumberyard, 4 for his home and tavern, and 5 for Kimball. Their locations cluster near the river, northwest of the temple, marked 13.

Modern historical map depicting Nauvoo on April 30, 1843; map portion reproduced from the Joseph Smith Papers. Research: Joseph Johnstun. Cartography: Tyler Jones and Vania Hernández, BYU Geography. The map dates the setting, not the 1849 lawsuit. — Image source

What the obligation required

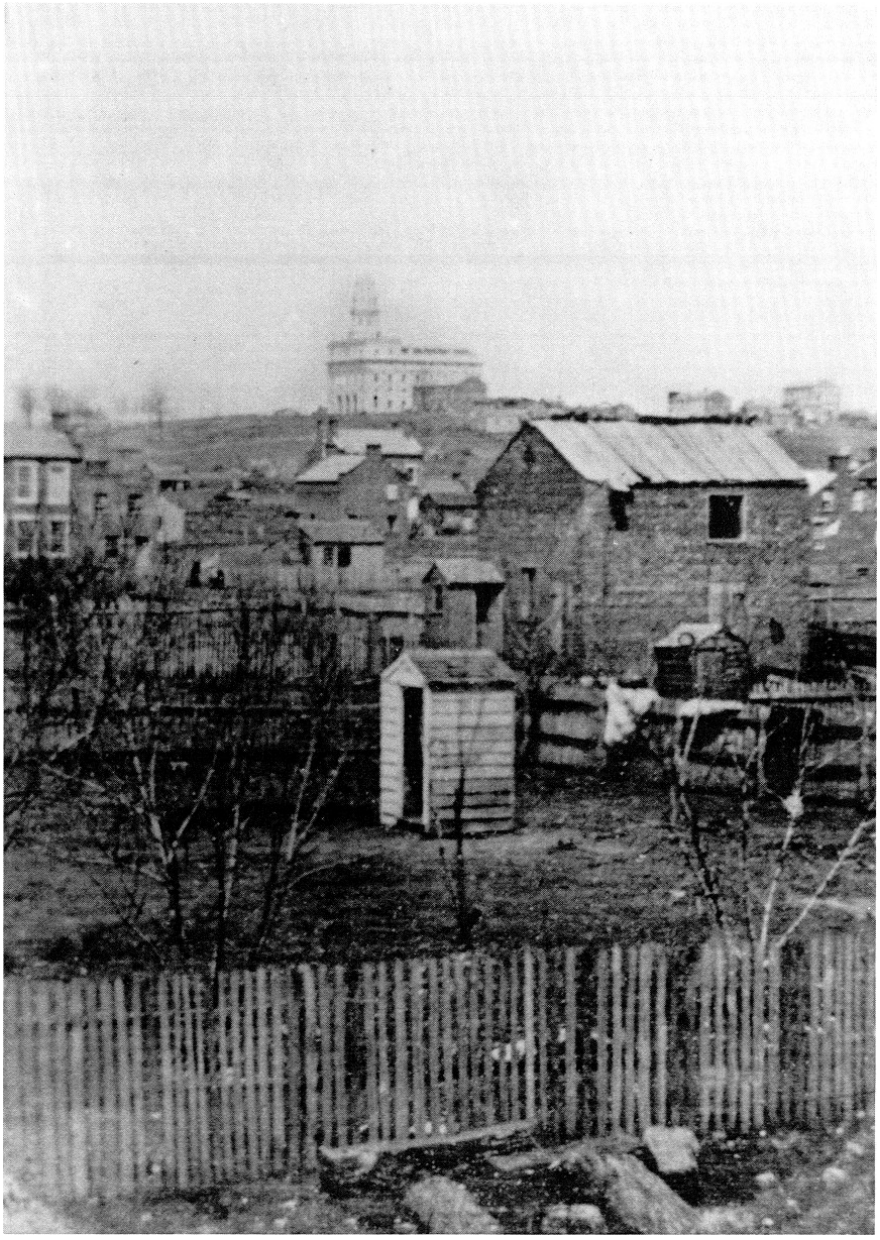
The four dates describe different stages. Warren Miller entered judgment on June 9, 1849. The bond reads June 17, Miller approved it June 18, and the reverse records filing on August 6. The debt was $82.40 and the corrected costs were $1.81. Together they total $84.21; twice that amount is $168.42, although the instrument states a penal sum of $168. The discrepancy is preserved, not silently repaired. [1]

The condition required Kimball to prosecute the appeal effectively and pay whatever judgment the circuit court rendered upon dismissal or trial. Davis was a co-obligor standing behind that undertaking. He was not merely witnessing Kimball’s signature. The paper is also not a receipt for $168 already paid, and it does not establish that Davis was ever called upon to pay. [1]

The words “for the use of Robert Kelly” distinguish the named plaintiff from the beneficiary. They do not establish that John and Robert were related or identify the transaction behind the debt. No surviving item examined for this edition tells us whether it arose from goods, land, a loan or another arrangement. The earlier Expositor litigation and the Kelly judgment remain separate proceedings. [1, 33]

The most revealing comparison is with Davis’s own 1842 appeal bond. There, other men joined him in securing an appeal; here, Davis accepted responsibility alongside Kimball. These instruments show how access to another hearing could depend on personal financial backing. That is the document’s clearest contribution to the story: cooperation that can be demonstrated, even where motive and outcome cannot. [1, 22]

The town they knew



Nauvoo about 1846, with the temple rising above homes, fences and gardens. This photograph places the biographies in a lived-in town during the period of departure and conflict; it does not identify either man's property. — Image source

Daguerreotype attributed to Lucian R. Foster; Charles W. Carter Collection, Church historical collections. Reproduced from figure 4 in Richard Neitzel Holzapfel and T. Jeffery Cottle, "The City of Joseph in Focus," BYU Studies 32, nos. 1–2 (1992). The published reproduction corrects the daguerreotype's reversed orientation.

Hiram S Kimball

1806–1863 • Merchant, civic officer and Latter-day Saint

Hiram S. Kimball's life joined the older river settlement of Commerce to the Mormon city that grew around it. He was an established merchant before his baptism, a civic and military officer during Joseph Smith's lifetime, a negotiator after Smith's death, and a man whose Illinois obligations continued through the exodus. The 1849 appeal bond captures him while those obligations still mattered. [1, 4, 29, 32]

Commerce and the Granger marriage

Born May 31, 1806, at West Fairlee, Vermont, Kimball was a son of Phineas and Abigail Kimball. He moved to Commerce in 1833 and operated stores there. By the time Davis arrived in 1836, Kimball already had local experience and property. Their land transaction in 1837 and the later store account place them within the same commercial community years before either signature appeared on this bond. [2, 4]

Kimball married Sarah Melissa Granger at Kirtland, Ohio, in September 1840. She was already a Latter-day Saint. Their marriage therefore joined a local merchant's household to a family with established church connections before Hiram himself joined the faith. The published biographies differ by one day on the marriage date, September 22 or 23; the month and year are secure, and this account does not silently choose between the day readings. [4, 34, 36]

Sarah's activities made their home part of a much larger story. In her March 1882 reminiscence, she recalled talking with seamstress Margaret Cook about the need for clothing and other supplies for the temple workers. Cook offered needlework; Sarah offered material. A gathering in Sarah's parlor led to a proposed sewing society, with Eliza R. Snow preparing its constitution. Joseph Smith redirected that initiative into the organization of the Female Relief Society of Nauvoo on March 17, 1842. Sarah's account is a participant's later recollection, and the initiative belongs to the women she names. Hiram's connection is through their household and its resources, not a claim that he founded the society. [28]

Working with Joseph Smith before baptism

Kimball's civic involvement preceded his July 20, 1843 baptism by Eli Maginn. He served as a Nauvoo alderman and was appointed assistant adjutant general in the Nauvoo Legion on June 3, 1842. By January 1846 he had been ordained a high priest; by that year he also operated a foundry. His course into church membership was gradual enough that officeholding and cooperation cannot be treated as proof of an earlier baptism. [4]

A short note in Joseph Smith's own handwriting supplies a direct connection. Dated by the editors to about October 23, 1841, it asks Kimball to coordinate with Colonel Coulson on the day and place of an election. The editors consider a Legion election likely, while acknowledging a possible civic purpose. Even with that uncertainty, the note shows Smith entrusting Kimball with practical organizational work. Kimball's place in the community was being made through tasks and transactions as well as religious decisions. [29]

The Masonic connection

The April 7, 1842 lodge minutes record a petition from Hiram Kimball, aged thirty-five, whose occupation was given as agent. They also record Davison Hibbard's admission as an already initiated Mason joining the Nauvoo lodge. Joseph and Hyrum Smith were present in that meeting's

membership and officer lists. The petition is evidence of Kimball's application on that date; it should not be mislabeled as the date he received every Masonic degree. The Joseph Smith Papers biography separately identifies him as a lodge member. [4, 27]

This lodge setting connected Kimball with men whose subsequent relationships with the church diverged. A shared lodge did not guarantee enduring political agreement, nor did it establish a private explanation for the 1849 bond. Its value to the biography is more specific: it documents another institution through which local officials, merchants and religious leaders met. For Davis, the evidence presently supports a Masonic connection through Hibbard and Kimball, rather than verified personal membership. [27]

The last days of Joseph and Hyrum Smith

Kimball was involved in the city's military administration during the June 1844 crisis. A June 22 order from Jonathan Dunham instructed him to pass through the guards and sentries and tell them to permit ordinary passage without an order until further notice. Groups coming in were to be reported immediately. This is a specific contemporary assignment; it does not establish that Kimball planned an attack or that he controlled every action of the militia. [30]

John Taylor's later account of the imprisonment at Carthage identifies Kimball among the friends who visited the prisoners. Taylor distinguished visitors from those who remained in the jail. His account therefore supports a personal connection to Joseph and Hyrum during their confinement, but does not place Kimball in the room during the fatal attack on June 27. It is a stronger and more precise account of his connection to the martyrdom than an unsupported claim of presence at the shooting. [31]

Settling the Expositor claims

After the murders, Kimball undertook negotiations over the destroyed Nauvoo Expositor press. The September 14, 1844 council minutes record his report of contact with the Higbees and one of the Fosters and authorize a settlement committee with Edwin D. Woolley. This contemporary record places him directly in attempts to resolve the material consequences of the conflict. [32]

The BYU Studies reconstruction of the resulting litigation identifies Kimball among seven signers of an October 5, 1844 note for $513.75. Proceedings over that obligation continued after the main Mormon departure. Kimball's property was attached; he later obtained releases from the Law and Foster interests, and a further collection attempt reached his horses, buggy and other goods. His chancery action secured a temporary injunction in 1847 and a permanent injunction on May 2, 1849. These details rest here on the published study, which cites the surviving court transcript. [33]

The proximity to the Kelly bond is significant but must be stated carefully. Within weeks of the reported permanent injunction in the Expositor litigation, Kimball was appealing the separate $82.40 Kelly judgment. The two proceedings show legal obligations continuing into 1849. No located evidence makes the Kelly debt part of the Expositor settlement, and the bond must not be used as a receipt for that earlier controversy. [1, 33]

The battle and the delayed departure

Kimball remained connected to Nauvoo through the crisis of 1846. William Clayton's journal records a report that he received a slight forehead wound from a musket ball during the September fighting. Clayton also reported Davis's narrow escape in the battle. Their appearance in the same account gives the bond a human setting: both had been named among the city's defenders three years before they joined in this appeal. The wound and near miss should remain attributed to the report, rather than embellished into an invented scene. [3]

The forced removal of the remaining Saints did not complete every resident's property settlements or make every later journey follow the same timetable. Kimball's continuing litigation, followed by the June 1849 bond, makes that especially clear. The document gives the appeal's dates and parties, but does not locate him continuously between the 1846 fighting and its signing. It is evidence of an obligation in Hancock County after the mass departure, not a complete travel diary. [1, 33]

Utah and the final mission

Kimball eventually settled in Utah. The Joseph Smith Papers gives 1850 for his move, while Sarah's biographical record places her migration in 1851. A contemporary Deseret News report supplies another firm point: on August 3, 1852, Major Hiram Kimball arrived carrying a letter from Ezra T. Benson on the Missouri River to Brigham Young. That report documents a journey and an arrival; it does not say that this was his first arrival. The family's transition west should therefore be told as a sequence, not compressed into a single unquestioned departure date. [4, 35, 36]

In Utah, Sarah taught school and became a long-serving Relief Society leader. Their family included sons Hiram, Oliver and Franklin. Her public work continued long after Hiram's death, eventually encompassing advocacy for women's rights. The household that had supported the early Nauvoo sewing initiative remained connected to the development of women's organizations in the western church. Sarah's biography deserves its own treatment, but these connections are essential to understanding the family in which Hiram lived. [36]

Hiram's final church assignment ended before he reached his field of labor. The missionary database records that John Taylor set him apart on March 1, 1863, for the Sandwich Islands, now Hawaii. At the time he lived in Salt Lake City and held the office of high priest. On April 27 he died when the small steamer Ada Hancock's boiler exploded in San Pedro Harbor while he was traveling to the ship Senator. He was fifty-six. The disaster gives his western story a definite ending, quite different from Davis's eventual return to an Illinois farming life. [34]

In the 1849 document, however, these later endings had not happened. Kimball still needed to pursue a county-court appeal, and Davis put his name to the obligation with him. Their biographies explain why the pairing is historically rich: longstanding business acquaintance, overlapping civic institutions, divergent dealings with Joseph Smith, and a shared appearance in the defense of Nauvoo. The bond records their willingness to undertake a legal responsibility together after those experiences. It does not require an invented reconciliation or a common religious position to be meaningful. [1]

Sarah and the Kimball household



Sarah Granger Kimball in later life, decades after Nauvoo. Her initiative with Margaret Cook helped lead to the organization of the Relief Society in 1842. Historical portrait reproduced by the Church's Historic Nauvoo site; photographer and original date are not supplied there. [28] — Image source



The Hiram and Sarah Granger Kimball home in Nauvoo, shown in a modern photograph. The house makes the domestic setting of Sarah's early organizing work visible. Photograph: The Church of Jesus Christ of Latter-day Saints; © Intellectual Reserve, Inc. — Image source

Amos Davis

About 1813–1872 • Merchant, litigant and Nauvoo defender

Amos Davis knew the place before it was Nauvoo. He arrived in Commerce in the fall of 1836, married into a local family, and built a mercantile life that eventually brought him into the church, into court against Joseph Smith, and into the defense of the city. His signature beside Hiram Kimball's in 1849 belongs to this long local history. It records a concrete act of financial support after years in which Davis's relationship with church leaders had become contentious. [1, 2, 5]

A merchant in Commerce

Davis was born about September 20, 1813, in New Hampshire or Vermont; the Joseph Smith Papers identifies his parents as Wells and Mary Davis. The uncertainty in birthplace should remain visible. He became Commerce postmaster on July 27, 1839, and worked as a merchant and tavernkeeper as well as a farmer. These occupations placed him where residents obtained goods, credit, lodging and mail. [5]

The business connection to Kimball began well before their appeal bond. T. Edgar Lyon's study of Davis's account books identifies Davis's purchase of two lots from Kimball in February 1837 and Kimball's substantial account in the 1839 ledger. Lyon suggested that Davis might have taken over Kimball's store, but did not establish that succession. The surviving accounts reveal an existing community: ninety-five household heads had credit accounts before the Mormon arrival, and farmers sometimes paid with wheat and corn. This was an operating river settlement into which the newcomers entered. [2]

Marriage and the Hibbard family

On January 1, 1837, Davis married Elvira Hibard in Hancock County. Her surname also appears as Hibbard. This marriage connected him to Davison or Davidson Hibbard's family, whose members belonged to the social world Joseph Smith's household encountered on arriving in the area. The connection was commercial as well as domestic. [5, 23, 24]

Joseph Smith III later remembered Elvira as a daughter of Davidson Hibbard and named her sisters Emmeline and Lovina. He recalled Elvira's marriages to Doctor Weld, then Davis, then Putnam Yates, and finally Peter or Pierre Helm. He identified Emmeline as a wife of Hugh White, from whom his father purchased a farm, and Lovina as the wife of the Nauvoo lawyer Milton M. Morrill. These recollections extend Davis's family setting into several early local households. They are later memories, however, and do not supply independently verified dates for every marriage. Smith's tentative recollection of another Emmeline relationship is too uncertain to use as an established connection. [24]

A contemporary newspaper notice gives the family relationship a firmer business dimension. On June 8, 1843, Hibbard revoked the authority he had granted Davis in July 1841 to sell lots in Hibbard's addition to Nauvoo, sell merchandise, and act under other delegated powers. The notice does not explain why. It nevertheless establishes that Davis had served as his father-in-law's agent and that this authority ended publicly nearly four years before Davis and Elvira divorced. Family, property and business dealings were intertwined; the notice alone cannot tell us which strain came first. [23]

Joining the church and helping its members

Davis was baptized in April 1840 and became a Nauvoo Legion captain in 1841. The January 19, 1841 revelation now printed as Doctrine and Covenants 124 directed him to purchase stock in the

Nauvoo House and heed Joseph Smith's counsel. This is a documented religious and economic connection; it does not by itself prove that he made the proposed investment. [5]

Nancy Tracy's recollections, quoted by Susan Easton Black, preserve a warmer picture than the lawsuits alone would suggest. When Tracy's husband left Davis's employment to preach, Davis paid his wages and supplied clothing for him and fabric for her. Black also records Davis's journey east to relatives soon after his baptism. Such accounts belong beside the courtroom record: his dealings with church members included practical assistance as well as conflict. [25]

The quarrel with Joseph Smith

The March 1842 confrontation grew from a debt. Davis maintained that Smith had promised cash payment on a note; Smith said he had offered land. When Smith stopped at Davis's tavern on March 9, testimony described Davis refusing to join him and using abusive language. The following day Smith complained under Nauvoo's ordinance concerning vagrants and disorderly persons. Mayor John C. Bennett presided, a jury found Davis guilty, and the court required a $100 recognizance to keep the peace for six months. This was a promise secured by a stated amount, not simply a $100 fine. The insulting descriptions in the witnesses' testimony are allegations made during the quarrel, not findings about Smith's character. [14]

Several further cases followed late in 1842. They require separate treatment because the accusations, courts and results differed. "Slander," the convenient name used in the published case titles, should not obscure that these proceedings invoked city ordinances and public-order powers. [14–19]

The first November complaint accused Davis of attacking Smith's moral and religious character under the religious-societies ordinance. It ended in a nonsuit on November 30. A replacement complaint led to a December 3 conviction, a $50 fine and a $200 peace recognizance. Davis appealed. On May 23, 1843, the circuit court dismissed the suit for lack of jurisdiction in the lower court and charged the city with his costs. This was a procedural victory; the surviving entry does not decide every disputed statement or explain the jurisdictional defect fully. [15]

The liquor case had a different result. After Ira Miles complained of sales in small quantities, Smith imposed a $25 fine on December 2, 1842. George Stiles and Chauncey L. Higbee represented the city; Davis initially represented himself. Lyman Johnson represented him in the municipal appeal, where Smith presided and the conviction stood. The circuit-court jury on May 24, 1843 also found him guilty, but assessed only 6¼ cents. The distinction matters: the verdict reduced the penalty dramatically without acquitting him. [16, 17]

William C. Walker's assault complaint brought a $50 fine on December 6, 1842. The Joseph Smith Papers editors identify a procedural problem: Smith apparently tried the combined assault and disorderly-conduct charges alone, although the state-law assault charge called for a jury. Davis appealed directly to the circuit court. That appeal was dismissed on May 23, 1843, with costs against him. Dismissal of this appeal should not be confused with the dismissal of the separate slander suit that same day. [18]

In another December 6 case, Ira Miles accused Davis of disorderly language and behavior. Davis formally objected that Smith was prejudiced and could not judge him impartially. Smith transferred the case to William Marks, who convicted Davis and fined him $10 plus costs. Hyrum Smith was among the subpoenaed witnesses. Thus Davis's documented connection with the Smith brothers included court testimony and challenges to judicial impartiality, as well as his earlier religious affiliation. [19]

An appeal bond of his own

A surviving December 9, 1842 bond supplies a striking companion to the 1849 document. In appealing the assault judgment, Davis bound himself with Lewis Robison and Robert D. Foster in the amount of $113. The instrument secured a possible circuit judgment following dismissal or trial of the appeal. Seven years later Davis signed alongside Kimball in a comparable undertaking. We cannot recover his private reason for helping Kimball, but he had already experienced the need for other men to stand behind an appeal. Foster's signature also documents a financial association with Davis well before the crisis of June 1844. [1, 22]

Davis brings suit against Smith and city officers

In November 1843, Davis accused merchant John M. Finch of stealing a clothes brush. Finch was held for $300 bail, then obtained release through the Nauvoo Municipal Court. The court characterized the prosecution as vexatious and malicious and assessed costs against Davis. Collection escalated the dispute: an execution for $24.30¼ led John P. Greene to seize a horse, buggy, harness and twenty-five bags of salt. Davis sued Smith, Orson Spencer and Greene in February 1844, seeking $300 in trespass damages. His declaration is missing, so whether his precise theory concerned excessive seizure, the court's jurisdiction, or both remains uncertain. The defendants asserted that they had acted under lawful process. [20]

After Joseph Smith's murder and Greene's subsequent death, Davis's lawyer Onias C. Skinner brought both deaths to the court's attention. On October 21, 1844, the suit was dismissed by agreement at the defendants' costs. That detail corrects any impression that Davis simply lost a final trial on the merits. David E. Head wrote the surviving docket entry, connecting another person on the 1849 bond to Davis's earlier legal history. [21]

Masonry and the crisis of 1844

No source examined for this edition establishes Amos Davis's own Masonic membership. His father-in-law had a documented connection: the April 7, 1842 Nauvoo lodge minutes record Davison Hibbard's admission as a member and Hiram Kimball's petition. The record contains other men named Davis, but their membership cannot be assigned to Amos because of their surname. Family and business proximity to Masons is meaningful social context without proving lodge membership. [27]

Davis's association with Robert D. Foster becomes particularly visible in a June 20, 1844 letter from Foster at Carthage to John Proctor Sr. Foster asked that Davis be warned of a supposed impending application of "consecration law" against him. The passage belongs to the atmosphere of threats and property fears preceding the murders of Joseph and Hyrum on June 27. It establishes what Foster claimed and wanted communicated. It does not establish that such a confiscation plan existed, that Davis endorsed every position Foster held, or that Davis participated in the murders. No evidence located in this research places Davis among the killers. [26]

Defense of Nauvoo and the years after the exodus

In September 1846, Davis appears on the defending side of the battle at Nauvoo. William Clayton recorded news reaching the emigrant camp that Davis fought bravely and narrowly escaped a cannonball after falling. This is a contemporary received report, not Clayton's eyewitness description. The episode makes an unqualified "anti-Mormon" label especially inadequate: disputes with church leaders and defense of the remaining community could coexist. His biography should preserve that sequence rather than assign him a permanent political identity from one lawsuit. [3]

Davis sued church trustees for debt in 1847. His marriage to Elvira ended in divorce that April; he married Catharine Cormack on July 26, 1848, Harriet S. Andrews on January 27, 1850, and Mary Jane Isenberger on April 12, 1866. These are separate marriages in the chronology published by the Joseph Smith Papers. The evidence reviewed does not establish Catharine's parentage, every marriage's ending, or a reliable extended kinship network for all four wives. No plural-marriage conclusion follows from the list. [5]

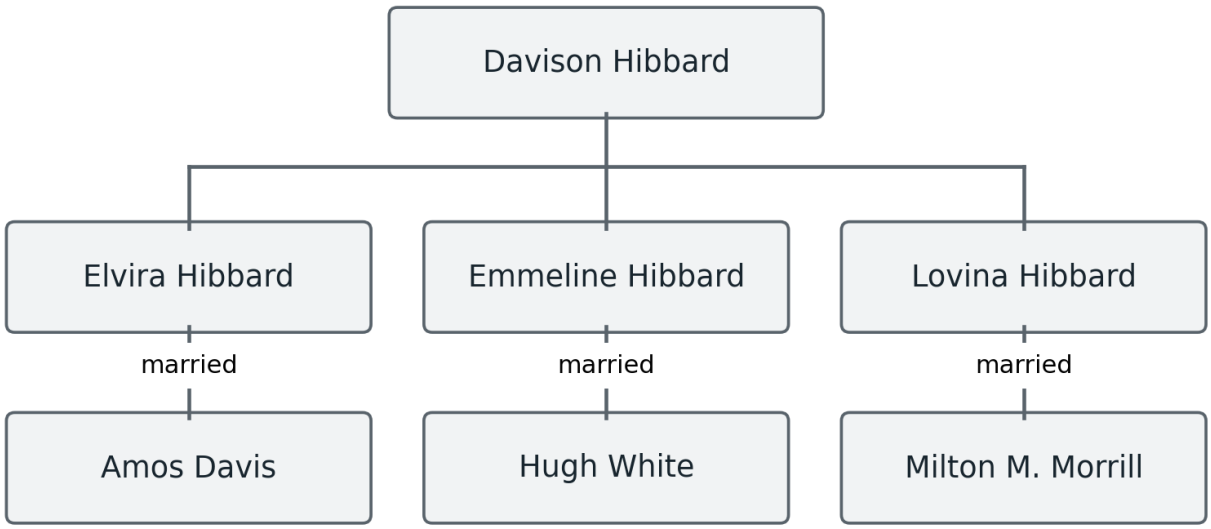
The 1849 bond places Davis alongside Kimball between his second and third recorded marriages. It also belongs to a period of continuing property transactions. In his answer in United States v. Joseph Smith III et al., dated about December 1, 1850, Davis defended a thirty-acre tract whose title he traced back to Smith's December 1843 conveyance. Davis stated that he bought it from James H. Kennedy in April 1848. This is his pleaded claim of ownership, not an independently proved finding, but it documents his continuing stake in the settlement of Nauvoo property. [1, 12]

Davis did not make a permanent home in Utah with the main church migration. Black's account places him in northern California by 1850, Michigan by 1853 and back in Illinois by 1858. The same account quotes Nancy Tracy's memory of a later visit with a load of goods from Nauvoo, when he gave the family tea, sugar and coffee. His western travel therefore should not be equated automatically with joining the religious exodus, and continued kindness to former neighbors should not be erased by his quarrels. [25]

He died in Appanoose Township on March 22, 1872. A 1965 transcription of the Davis Mound family monument gives that date and an age of fifty-eight years, six months and two days. It also records Harriet L. Davis's death on February 11, 1866. Her initial differs from the marriage biography's Harriet S.; the identification merits checking against the original marriage and estate records. The cemetery compiler's additional claims about Davis's education, early arrival and relatives include speculation and are not adopted here. [5, 37]

Davis's life returns us to the two signatures. The man who had challenged Nauvoo's courts, sought his own sureties, associated with a critic of Smith, and reportedly fought for the city later accepted an obligation beside Kimball. The bond makes that cooperation visible. It cannot tell us whether friendship, reciprocal business dealings or another consideration prompted it. The biography supplies the relationships around the act while leaving its undocumented motive open. [1, 22]

Davis and the Hibbard family



Family connections recalled by Joseph Smith III in his later “Bits of Memory.” The lines show the parentage and marriages he described; they do not imply independently verified dates or simultaneous marriages. Diagram prepared for this edition. [24]

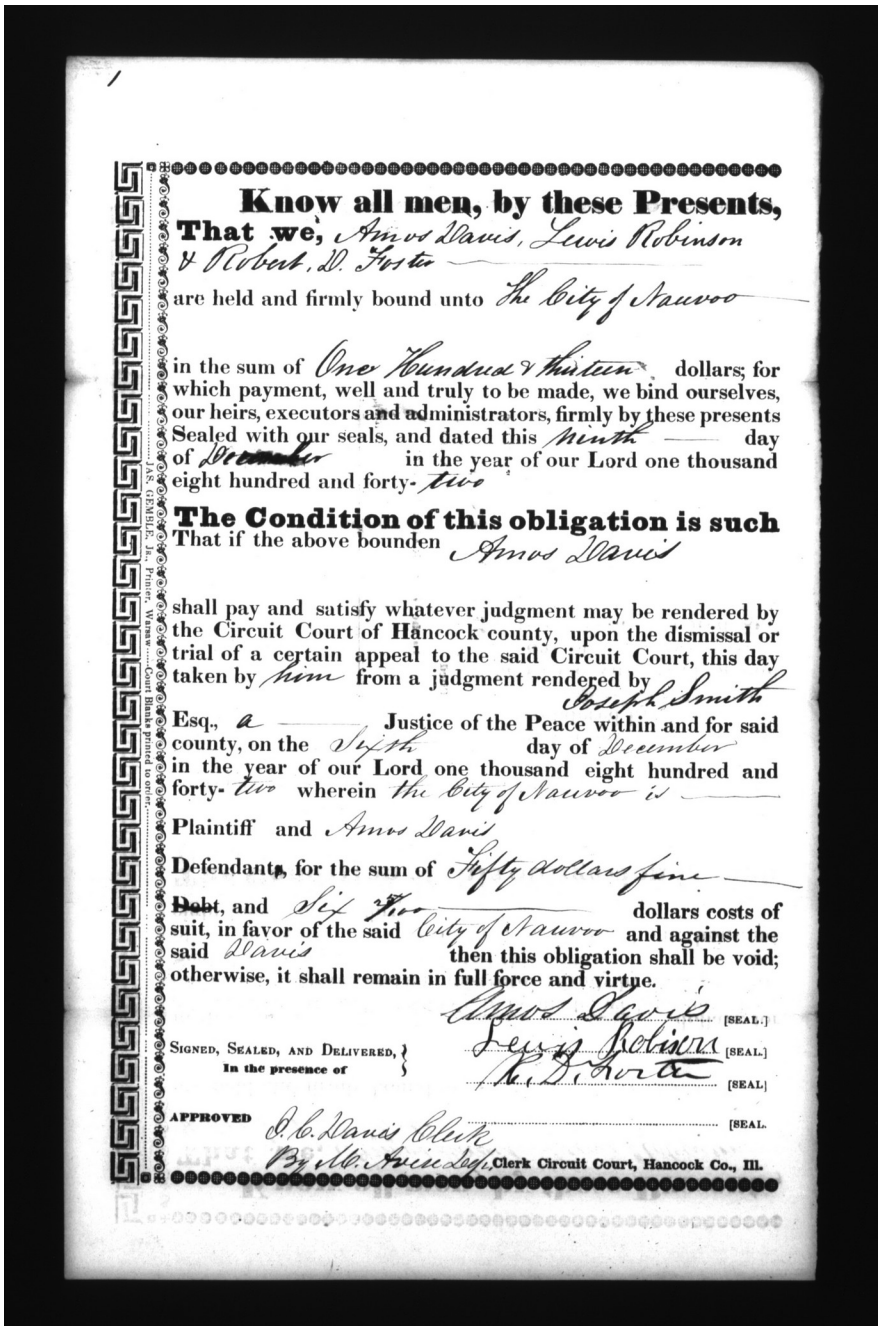
Elvira’s marriage brought Davis into a network of established local households. The business tie is documented independently: Hibbard’s June 1843 newspaper notice revoked Davis’s authority to sell land and merchandise on his behalf. [23]

Davis’s recorded marriages

Spouse	Recorded date
Elvira Hibard	January 1, 1837; divorce April 1847
Catharine Cormack	July 26, 1848
Harriet S. Andrews	January 27, 1850
Mary Jane Isenberger	April 12, 1866

Marriage chronology: Joseph Smith Papers biography. The available evidence does not establish how every marriage ended or the parentage of all the later wives. This is not a claim of plural marriage. [5]

Davis’s earlier appeal bond



Know all men, by these Presents,
That we, Amos Davis, Lewis Robinson & Robert D. Foster
are held and firmly bound unto the City of Nauvoo
in the sum of One Hundred & thirteen dollars; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly by these presents Sealed with our seals, and dated this ninth day of December in the year of our Lord one thousand eight hundred and forty-two

The Condition of this obligation is such
That if the above bounden Amos Davis
shall pay and satisfy whatever judgment may be rendered by the Circuit Court of Hancock county, upon the dismissal or trial of a certain appeal to the said Circuit Court, this day taken by him from a judgment rendered by Joseph Smith
Esq., a Justice of the Peace within and for said county, on the Sixth day of December in the year of our Lord one thousand eight hundred and forty-two wherein the City of Nauvoo is
Plaintiff and Amos Davis
Defendants, for the sum of Fifty dollars fine
~~Debt~~, and Six Four dollars costs of suit, in favor of the said City of Nauvoo and against the said Davis then this obligation shall be void; otherwise, it shall remain in full force and virtue.

Amos Davis [SEAL.]
Signed, Sealed, and Delivered, In the presence of
Lewis Robison [SEAL.]
R. D. Foster [SEAL]

APPROVED D. C. Davis Clerk [SEAL.]
By M. Ann Day, Clerk Circuit Court, Hancock Co., Ill.

JAS. GEMBLE, Jr., Printer, Warsaw.—Court Blanks printed to order.

December 9, 1842: Amos Davis, Lewis Robison and Robert D. Foster bound themselves for $113 in Davis’s appeal from Joseph Smith’s assault judgment. Seven years later, Davis appears on the surviving Kimball bond as a co-obligor. The documents illustrate the same legal mechanism in different cases; they do not establish a continuing partnership among all the signers. [22] — Image source

Hancock County Circuit Court case files; microfilm in the Church History Library. Digital image courtesy of the Joseph Smith Papers. The document includes Davis’s signature near the lower right.

The other people on the bond

John Kelly and Robert Kelly

The bond names John Kelly as the plaintiff for the use of Robert Kelly, the person for whose benefit the proceeding was brought. A documented Manx Kelly family offers promising candidates: John Kelly and Elizabeth Quine had sons including John Zacharias and Robert, and a family history places their arrival in Nauvoo in April 1844. That identification remains provisional. Earlier records name a John Kelly in 1841 and 1843, and a January 1844 postal list includes Robert Kelley. Those entries cannot simply be assigned to the later-arriving family. [1, 6, 9, 10]

The November 1850 answer of a John Kelly in the federal Smith-estate litigation describes a separate April 1849 judgment for $205.35. It documents another local collection proceeding, but its amount differs from the $82.40 judgment in this bond. The California career of Robert Kelly associated with Rancho Agua Hedionda would make a substantial sequel if identity is proved; it should not yet be presented as the established later life of this bond's beneficiary. [7, 8]

Warren Miller

Miller is securely identified by the original as the Hancock County justice who entered the June 9, 1849 judgment and approved the appeal bond on June 18. A county history lists a Warren Miller as county surveyor from 1853 to 1859, but the justice and surveyor have not been linked by a signature comparison or biographical record. His role in this document is established; his broader family, religious, Masonic and political affiliations are not. No connection to Joseph Smith's death should be attached to him merely because of his county office. [1, 11]

David E Head

The filing endorsement reads D. E. Head, clerk. David E. Head was born April 27, 1818, in Washington County, Kentucky, moved to Macomb around 1834, and worked as a deputy clerk before serving as Hancock County circuit clerk from 1844 to 1856. He married Maria Atkinson in 1847, later served as chief clerk of the Illinois House of Representatives, and became a Carthage College trustee. He died in Carthage on May 1, 1877. These details substantially strengthen the identification of the endorsement. [1, 38]

Head also wrote the October 21, 1844 entry dismissing Davis's suit against Joseph Smith, Orson Spencer and John P. Greene after the deaths of Smith and Greene. His connection is the work of a clerk preserving the proceedings. That is a direct link between the documentary record of Davis's disputes and the later appeal bond; it does not demonstrate Head's personal position toward the church or the murders. [21]

What the surviving bond leaves open

The debt's underlying transaction, the exact Kelly identities and the circuit-court outcome remain unproved. The Illinois State Archives lists Hancock County circuit case files for 1829–1858 (2/0102/23), the court index (2/0061/36), circuit records (2/0061/32), and miscellaneous clerk files (2/0102/24) at the Western Illinois University IRAD depository. These holdings cover the right period; the specific appeal file has not been examined. The August 6, 1849 filing makes the following court term a sensible search point, but does not prove a hearing occurred then. [1, 11, 13]

Sources and evidence notes

Numbers in the narrative refer to the sources below. Contemporary records establish acts, dates and claims; a pleading records a party's position, and later recollections are identified as such. Sources consulted October 12, 2026.

[1] Original appeal bond, Hiram Kimball and Amos Davis to John Kelly for the use of Robert Kelly, June 17, 1849; approved June 18; filed August 6. David Larsen photographs IMG_3665.jpeg and IMG_3666.jpeg. Read directly from the photographs.

[2] T. Edgar Lyon, "The Account Books of the Amos Davis Store at Commerce, Illinois," pp. 241-243; completed for publication by Glen M. Leonard. Ledger-based historical study. Open source

[3] William Clayton, journal entries September 24-25, 1846, excerpt reproduced as "Mob Violence Against Mormons 1846," West Valley College. Contemporary journal recording received reports; not an eyewitness battle account. Open source

[4] Joseph Smith Papers, "Kimball, Hiram S." Editorial biography with source references. Open source

[5] Joseph Smith Papers, "Davis, Amos." Editorial biography. Birthplace and approximate birth date remain qualified there. Open source

[6] Paula Diane Stucki Anderson, A Brief History of William "Edward" Kelly and His Family (July 30, 2007), especially pp. 1-4 and notes. Family history citing census, property, church, and family evidence; useful leads are not substitutes for checking the cited originals. Open source

[7] John Kelly, Answer, November 22, 1850, United States v. Joseph Smith III et al., transcript pp. 603-609, Joseph Smith Papers. Party pleading in a separate federal property case. Open source

[8] Carlsbad Historical Society, A History of Carlsbad; and Lucia Kelly, historical article in Fourth Quarter 2007 newsletter. Later accounts contain differing early chronologies and family traditions. Open source

[9] License for John Kelly, June 5, 1841, extract, License Record Book p. 82, Joseph Smith Papers; and "New Firm," Nauvoo Neighbor, October 18, 1843, p. 4, notice dated August 9. Separate early occurrences of the name. Open source

[10] Nauvoo Neighbor, January 3, 1844, p. 3, letter list, "Robert Kelley." BYU Studies transcription. Does not establish residence or identity. Open source

[11] Historical Encyclopedia of Illinois and History of Hancock County (1921), county officer lists and circuit-court chronology, pp. 1412-1415, online transcription. Secondary reference supporting offices and term dates, not this case's outcome. Open source

[12] Amos Davis, Answer, circa December 1, 1850, United States v. Joseph Smith III et al., transcript p. 610, Joseph Smith Papers. Land-title assertions in a separate case. Open source

[13] Illinois State Archives, Local Governmental Records Holdings, Hancock County, WIU depository. The catalog establishes the listed series and date coverage, not preservation of every individual case. Open source

[14] Joseph Smith Papers, Introduction to City of Nauvoo v. Davis for Slander of JS–A; with linked complaint, verdict and minutes of March 10, 1842. Editorial reconstruction from contemporary court records. Open source

[15] Joseph Smith Papers, Introduction to City of Nauvoo v. Davis for Slander of JS–B and C. Distinguishes the November nonsuit from the later conviction and circuit-court dismissal. Open source

[16] Joseph Smith Papers, Introduction to City of Nauvoo v. Davis for Ardent Spirits. Counsel, municipal appeal and circuit proceedings. Open source

[17] Verdict, May 24, 1843, City of Nauvoo v. Davis for Ardent Spirits. Contemporary verdict preserved by the Joseph Smith Papers. Open source

[18] Joseph Smith Papers, Introduction to City of Nauvoo v. Davis for Assault. Explains the combined charges and dismissal of the appeal. Open source

[19] Joseph Smith Papers, Introduction to City of Nauvoo v. Davis for Slander of Miles. Includes Davis's objection to Joseph Smith as judge and transfer to William Marks. Open source

[20] Joseph Smith Papers, Introduction to State of Illinois v. Finch, Finch on Habeas Corpus, and Davis v. JS et al. The missing declaration limits reconstruction of Davis's precise claim. Open source

[21] Docket Entry, Notification of Death and Dismissal, October 21, 1844, Davis v. JS et al., Hancock County Circuit Court Record D, p. 171. Contemporary entry in David E. Head's handwriting. Open source

[22] Bond, December 9, 1842, City of Nauvoo v. Davis for Assault. Signatures identified as Amos Davis, Lewis Robison and Robert D. Foster. Open source

[23] Nauvoo Neighbor, June 28, 1843, public notice dated June 8 and signed Davison Hibard. Contemporary revocation of Davis's authority to transact business. Open source

[24] Joseph Smith III, memoirs, installment published November 20, 1934, "Bits of Memory." Retrospective family recollections, not marriage-register entries. Open source

[25] Susan Easton Black, "Amos Davis," Doctrine and Covenants Central. Quotes Nancy Tracy's autobiography, pp. 27 and 35, and summarizes later movements. Its religious characterization is not adopted here as a finding. Open source

[26] Robert D. Foster to John Proctor Sr., June 20, 1844, fragment reproduced in History of the Church 6, chapter 26, p. 520. The warning is Foster's assertion. Open source

[27] Nauvoo Masonic Lodge Book 2, April 7–9, 1842, William Clayton copy, CHL MS 3436; transcript and images at B. H. Roberts Foundation. April 7 records Kimball's petition and Hibbard's admission. Open source

[28] Sarah M. Kimball, reminiscence, March 17, 1882, Relief Society Record, pp. 29–30, in The First Fifty Years of Relief Society, document 4.10. Later participant account of the 1842 beginnings. Open source

[29] Joseph Smith to Hiram Kimball, note, circa October 23, 1841. Contemporary autograph note; the election's precise purpose is not established. Open source

[30] Jonathan Dunham to Hiram Kimball, military order, June 22, 1844. Contemporary instructions concerning guards and passage. Open source

[31] John Taylor, "The Martyrdom: June 27, 1844," retrospective account reproduced by BYU Mormon Literature Sampler. Taylor identifies Kimball as a visitor before the attack. Open source

[32] Nauvoo City Council, minutes, September 14, 1844, rough minute book, p. 48. Contemporary report and appointment of a settlement committee. Open source

[33] "Road to Martyrdom: Joseph Smith's Last Legal Cases," BYU Studies, civil-damages discussion and notes 167–183. Secondary analysis citing the Henderson County transcript; note 177 locates the copy of Kimball v. Ivans et al. in CHL MS 27341. The underlying chancery transcript has not been independently examined here. Open source

[34] Church History Biographical Database, Hiram S. Kimball. Missionary-register references, 1863 service and death; also a documented 1852 overland journey. Open source

[35] Deseret News, August 7, 1852, p. 79, "Letter From Elder E. T. Benson," transcript in Church History Biographical Database. Reports Kimball's arrival August 3 carrying Benson's letter. Open source

[36] Church Historian's Press, Sarah Melissa Granger Kimball, biographical directory in The First Fifty Years of Relief Society. Family, 1851 migration and later service. Open source

[37] Warren L. Van Dine, Davis Mound cemetery transcription, visit December 29, 1965, Illinois GenWeb. Monument readings are distinguished here from the compiler's speculative narrative and family identifications. Open source

[38] Joseph Smith Papers, David E. Head, biographical directory. Describes clerkships, marriage, later legislative work and death. Open source

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