The Wall at the Steam Boat Hotel

Builders, Lawyers and the Changing Neighbors of Nauvoo

Browning and Ellis v. William Ayers • Warsaw and Carthage, Illinois • 1838–1841

A chest of carpenters tools

A chest of carpenters' tools stood among the possessions John Browning and Richard Ellis pledged to William Ayers in October 1838. Along with the tools went a pair of oxen, a cow, a mule, two bedsteads and bedding. Their agreement put the means of work and the furnishings of a household behind a promise to complete a wall. If the conditions were not met, Ayers could take the listed goods for public sale. John Hill witnessed the instrument. [3]

The work lay in Warsaw, Illinois, downstream from the place that would become Nauvoo. In 1838 the Saints' gathering there still lay ahead. The builders' immediate concerns were work, payment, rent and possession of the house they occupied. Within a few years, the lawyers around their dispute would also be involved in the affairs of Joseph Smith and his neighbors.

Browning's account brings us into the working life behind the promise. In May he cut away material, fitted a floor frame and casings, worked on a chimney and attended to a counter. There were sundry jobs about the house and work on a stable door. Near the bottom appears a small charge for making a lid for a butter churn. The written total is $34.62½. [3]

The larger undertaking was a wall sixty feet long and eight feet high, thick at the base and narrowing toward the top. According to Ayers's later court pleading, Browning and Ellis bound themselves on July 1, 1838 to build it in good lime mortar, with a vault, an arch and provision for a door. They were to warrant that it would stand for three years. By October 29, their movable possessions also stood behind their obligations. [3]

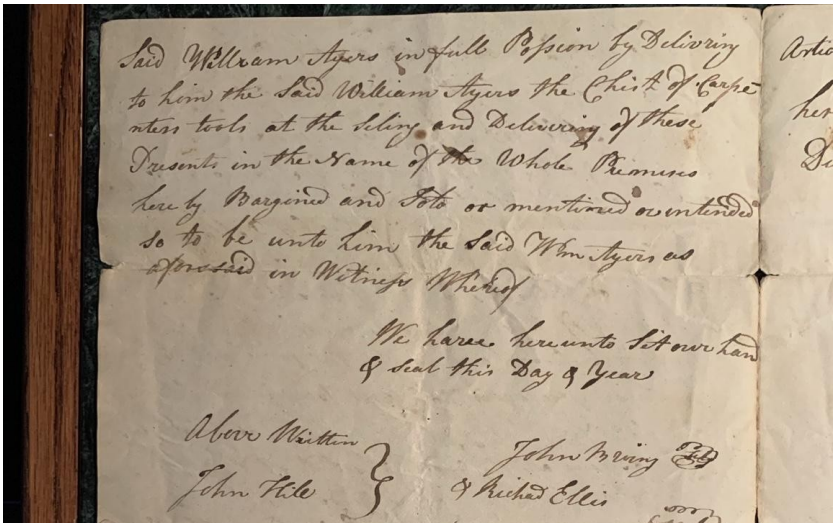


Figure 1. John Browning and Richard Ellis sign the security instrument, witnessed by John Hill. Supplied photograph IMG 0757; detail. Full image and transcription in Document 1.

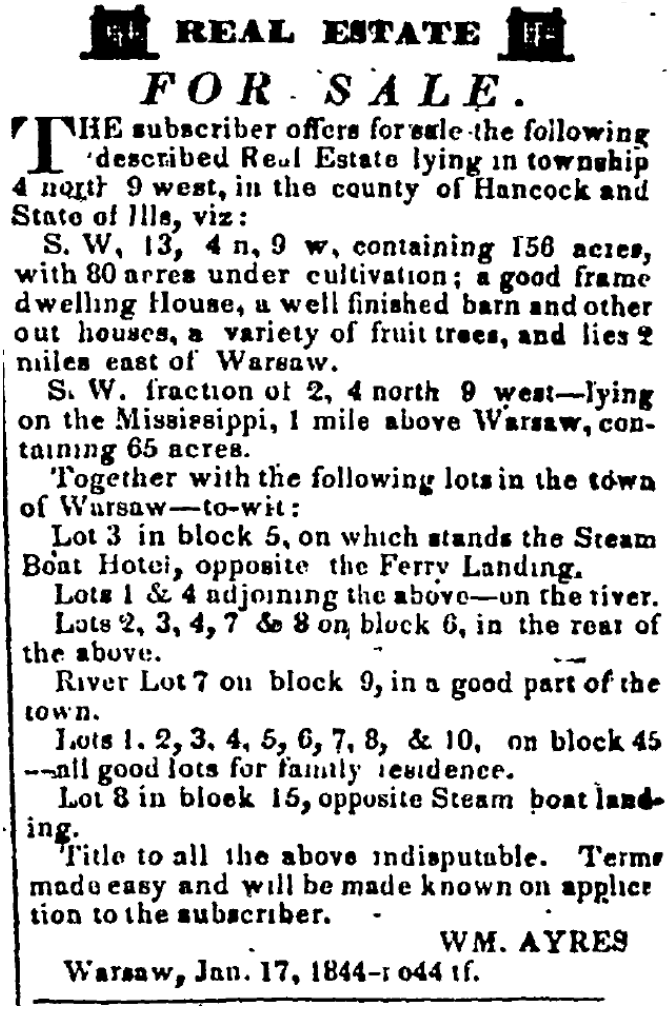
The hotel opposite the ferry landing

The property belonged to William Ayers, whose surname also appears as Ayres. His account of the dispute names the Steam Boat Hotel. A later advertisement places that hotel on Lot 3, Block 5, opposite Warsaw's ferry landing—the same lot named in the wall litigation. [1–3]

The ferry connected Ayres's business to movement across the Mississippi. In 1840 he and Joseph Wilkinson announced the dissolution of their steam-ferry partnership. The notice authorized Wilkinson to settle its business. Four years later, Ayres offered the hotel lot for sale, along with adjoining river lots and parcels behind it. [1,18]

The advertisement appeared in the Warsaw Message on February 7, 1844, bearing a January 17 date. Its precise description gives the builders' dispute a riverfront setting: a hotel opposite a landing, with property along the river and behind the building. The earlier tax list also places William Ayers on Lot 3, Block 5 in John R. Wilcox's addition. [1–2]

At this property, the builders' promise would become a disagreement over a fallen wall, damaged windows, repairs and rent.



REAL ESTATE

FOR SALE.

THE subscriber offers for sale the following described Real Estate lying in township 4 north 9 west, in the county of Hancock and State of Ills, viz:

S. W, 13, 4 n, 9 w, containing 156 acres, with 80 acres under cultivation; a good frame dwelling House, a well finished barn and other out houses, a variety of fruit trees, and lies 2 miles east of Warsaw.

S. W. fraction of 2, 4 north 9 west—lying on the Mississippi, 1 mile above Warsaw, containing 65 acres.

Together with the following lots in the town of Warsaw—to-wit:

Lot 3 in block 5, on which stands the Steam Boat Hotel, opposite the Ferry Landing.

Lots 1 & 4 adjoining the above—on the river.

Lots 2, 3, 4, 7 & 8 on block 6, in the rear of the above.

River Lot 7 on block 9, in a good part of the town.

Lots 1, 2, 3, 4, 5, 6, 7, 8, & 10, on block 45 —all good lots for family residence.

Lot 8 in block 15, opposite Steam boat landing.

Title to all the above indisputable. Terms made easy and will be made known on application to the subscriber.

WM. AYRES

Warsaw, Jan. 17, 1844-1044 tf.

Figure 2. William Ayres offers the Steam Boat Hotel property opposite the ferry landing. Warsaw Message, 7 February 1844, p. 3; advertisement dated 17 January. Source: Warsaw newspaper archive. [1]

The wall becomes a lawsuit

Ayers's defense pleading says he paid the builders $300 on July 25, 1839. It alleges that in April 1841, before the promised three years had expired, the wall fell. He attributed the failure to careless and unskilful construction. The builders' side denied that the wall had fallen because of the defective workmanship he alleged. The cause remained contested in the surviving papers. [3]

Ayers listed the consequences in a separate account: clearing rubble and dirt, replacing two windows, repairing weatherboarding and plastering, and rebuilding with additional materials. Those items totalled $128. Six months' rent at the Steam Boat Hotel added $150; a tenant-related charge added $30. His account came to $308, while the court plea asserted $500 in damages. [3]

The dispute brought two firms into the same courthouse. Williams & Sherman acted for Ayers. Sampson & Perkins represented the plaintiffs. Their pleading and answer set the owner's account of failure against the builders' denial. Both sides used the language of putting the question to "the country," meaning a jury.

S. Otho Williams marked the pleas filed on October 8, 1841 and signed as acting clerk. He also handled court process in cases involving Joseph Smith and Sidney Rigdon. The same legal system carried the concerns of the hotel owner, the builders and the growing Nauvoo community. [3–4]

An estate takes Richard Ellis's place

By October 14, 1841, Richard Ellis was dead. Mary Ann Ellis and Rhodolphus Weston now appeared as administrators of his estate, alongside John Browning. At Carthage that day, Sampson and Perkins acknowledged receiving $94.29 from William Ayres in full payment of a judgment rendered that day. The receipt expressly excepted court costs. [3]

On the back of Browning's account, an unlabelled calculation subtracts $133.21 from $227.50 to obtain $94.29. The agreement with the receipt links the work account to the closing payment, although the surviving figures do not explain how the court reached its judgment.

Mary Ann and Weston continued the estate's business for years afterward. A notice dated September 13, 1843 announced an application to sell land to pay remaining debts. In 1844 they advertised a court-ordered sale of an eighty-acre tract, the west half of the northeast quarter of Section 16, Township 3 North, Range 8 West. The sale was set for October 28. [5]

Richard's obligations had outlived him. Mary Ann's place in the record is that of a woman carrying responsibility for his estate through several years of proceedings. For the builders and their representatives, the preserved story centers on labor, credit and a death. Their lawyers' lives lead toward the gathering crisis around Nauvoo.

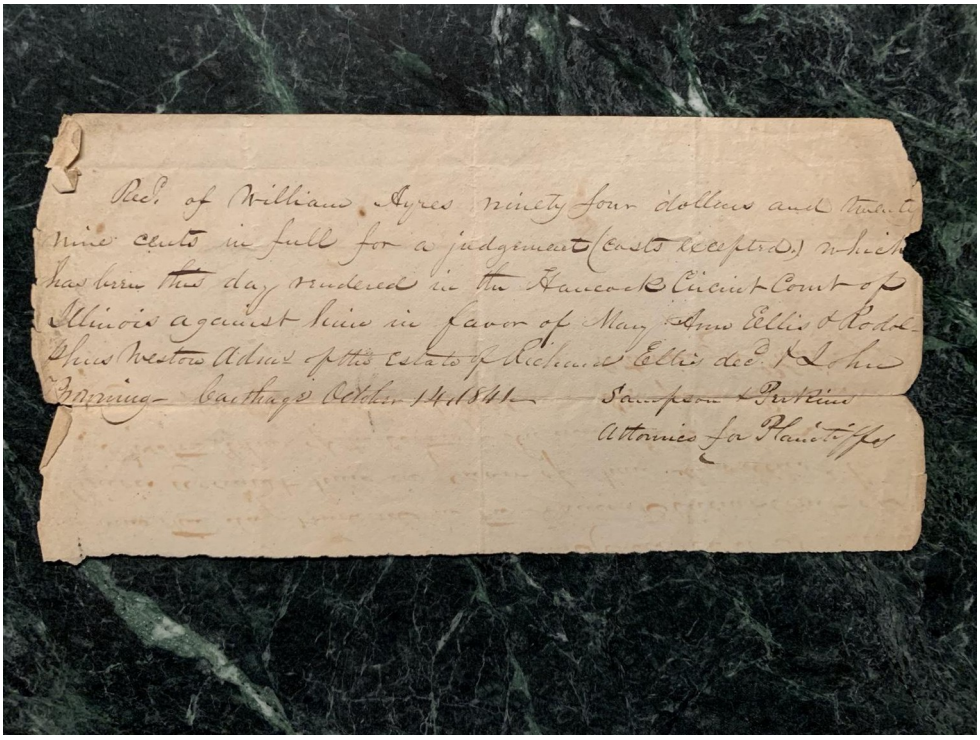


Figure 3. The receipt dated 14 October 1841 names Ellis's administrators and acknowledges $94.29, costs excepted. Supplied photograph IMG 0763. Transcription in Document 5.

The lawyer who opened his home

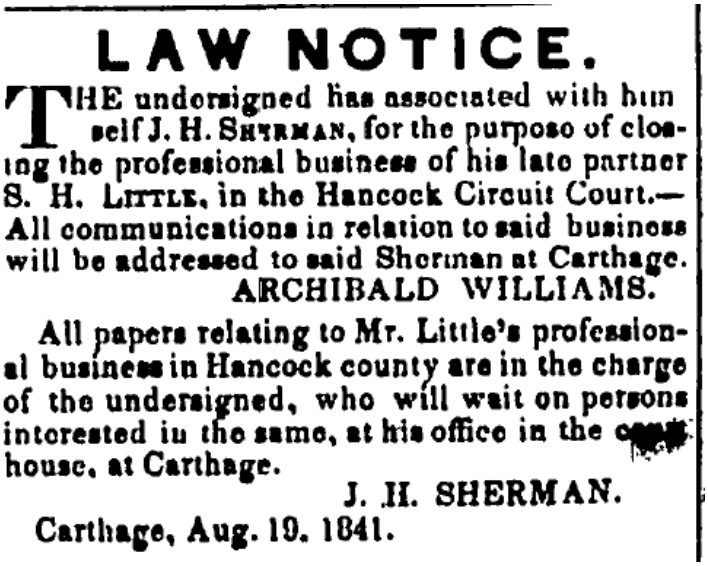
In 1839, after the Saints' expulsion from Missouri, members of the Smith family found shelter in Archibald Williams's home at Quincy. Joseph Smith Sr. and Lucy Mack Smith stayed there, with Hyrum's children from his marriage to Jerusha in their grandparents' care. Mary Fielding Smith and the infant Joseph F. were staying elsewhere. Williams's help gave members of the displaced family a place of refuge. [6]

Two years later, Williams was among the lawyers defending Joseph Smith when Missouri sought his extradition. That same year he associated Jason H. Sherman in the Hancock County business of his deceased law partner, Sidney H. Little. Sherman was to receive communications at Carthage and attend to Little's former business. The firm defending Ayers thus belonged to a legal network already connected with Joseph Smith. [7–8]

Williams continued legal and property dealings with Joseph, including correspondence in November 1843. Then, on June 27, 1844, Joseph and Hyrum were killed at Carthage Jail. In May 1845, Williams helped defend men charged with their murders. [8–9]

Later that year and in 1846, Williams's name appeared on documents associated with political efforts favoring the Saints' departure. A bibliography of surviving publications describes him as chairman on a September 1845 Quincy meeting broadside and identifies an August 1846 statement issued on behalf of the anti-Mormon party. [10]

Within seven years, the lawyer who had sheltered the Smith family had defended Joseph, represented men accused of killing the brothers, and become involved in removal politics. The wall case belongs to the earlier part of that sequence, when his assistance to the family and his defense of Joseph were recent events.



LAW NOTICE.

THE undersigned has associated with himself J. H. SHERMAN, for the purpose of closing the professional business of his late partner S. H. LITTLE, in the Hancock Circuit Court.—All communications in relation to said business will be addressed to said Sherman at Carthage.

ARCHIBALD WILLIAMS.

All papers relating to Mr. Little's professional business in Hancock county are in the charge of the undersigned, who will wait on persons interested in the same, at his office in the court house, at Carthage.

J. H. SHERMAN.

Carthage, Aug. 19. 1841.

Figure 4. Williams announces his association with Sherman in Hancock County business. Warsaw Signal, 22 September 1841, p. 3; notice dated 19 August. Source: Warsaw newspaper archive. [7]

Sherman before and after Carthage

Jason H. Sherman was a younger lawyer, born in Maine in 1816. He attended the University of Vermont and was admitted to the bar at Reading, Pennsylvania in 1839. By 1841, the Williams partnership notice placed him in practice at Carthage. [7,11]

In January 1844, a visiting lawyer named Sherman, probably Jason, met Joseph Smith over objections to Nauvoo's ordinance regulating outside legal process. In April, Jason offered William Clayton several tracts held by tax title and proposed accepting a buggy and harness in payment. Political differences still allowed room for transactions and face-to-face discussion. [12]

On June 13, the relationship took a more threatening form. At the Carthage mass meeting, J. H. Sherman moved the appointment of a central corresponding committee and was named to it. The published proceedings endorsed coercive measures against Joseph Smith and his adherents. Sherman had a documented organizing role two weeks before the murders. [13]

Later scholarship identifies him as an acknowledged participant with the attacking force at Carthage Jail on June 27. More than forty years afterward, his reminiscences appeared in print, adding a participant's retrospective account to the record of the conflict. [14]

Sherman continued a long public life. He worked in Galesburg, edited the Free Democrat and served as an alderman. Records place him in Camden, New Jersey in the 1870s. He died in 1892 and was buried in Galesburg. The lawyer whose name appears on the wall-case defense lived for nearly half a century beyond the violence at Carthage. [11]

Business across the boundary

Guy C. Sampson and his partner Perkins approached the Nauvoo community as potential clients. Their law notice appeared in the Times and Seasons, naming their Carthage practice. The Church newspaper carried an invitation to bring business to the same firm that represented the builders' side in the wall case. [15]

Sampson also represented Hugh J. Sweeney in a debt action involving Joseph Smith, George Miller and others. In August 1845, he assigned the judgment while at Richmond, Vermont. His professional

work reached across the boundary between Nauvoo and its surrounding communities, and later back east. [16]

He had another interest that belongs in this story. In 1841 he offered to contribute historical sketches of Hancock County. The Western World praised his local knowledge and invited early settlers to supply information. While conducting its litigation, Sampson was also interested in preserving the county's beginnings. [17]

The hotel owner remained active in Warsaw's civic life. Town proceedings show William Ayres serving as a trustee in 1844. They separately record William Ayres Jr. receiving payment for work in the clerk's office. Around the hotel, the ferry and the courthouse, commercial and public responsibilities brought residents into repeated dealings with one another. [18–19]



DISSOLUTION OF PARTNERSHIP.

THE partnership heretofore existing between the subscribers, in relation to the Steam Ferry Boat at this place, was dissolved on the 24th ult., by mutual consent.

Joseph Wilkinson is authorized to settle all the business connected with the said Ferry Boat up to the time of this dissolution.

WILLIAM AYRES,
JOSEPH WILKINSON.

Warsaw, July 8, 1840—tf

Figure 5. The steam-ferry partnership of William Ayres and Joseph Wilkinson is dissolved. Western World, 8 July 1840, p. 3. Source: Warsaw newspaper archive. [18]

What remains beside the river

The building work began before Nauvoo became the center of a great religious gathering. The judgment payment came before the Smith murders. Between those points lie a promise, disputed workmanship, claimed losses and an estate taking a dead builder's place.

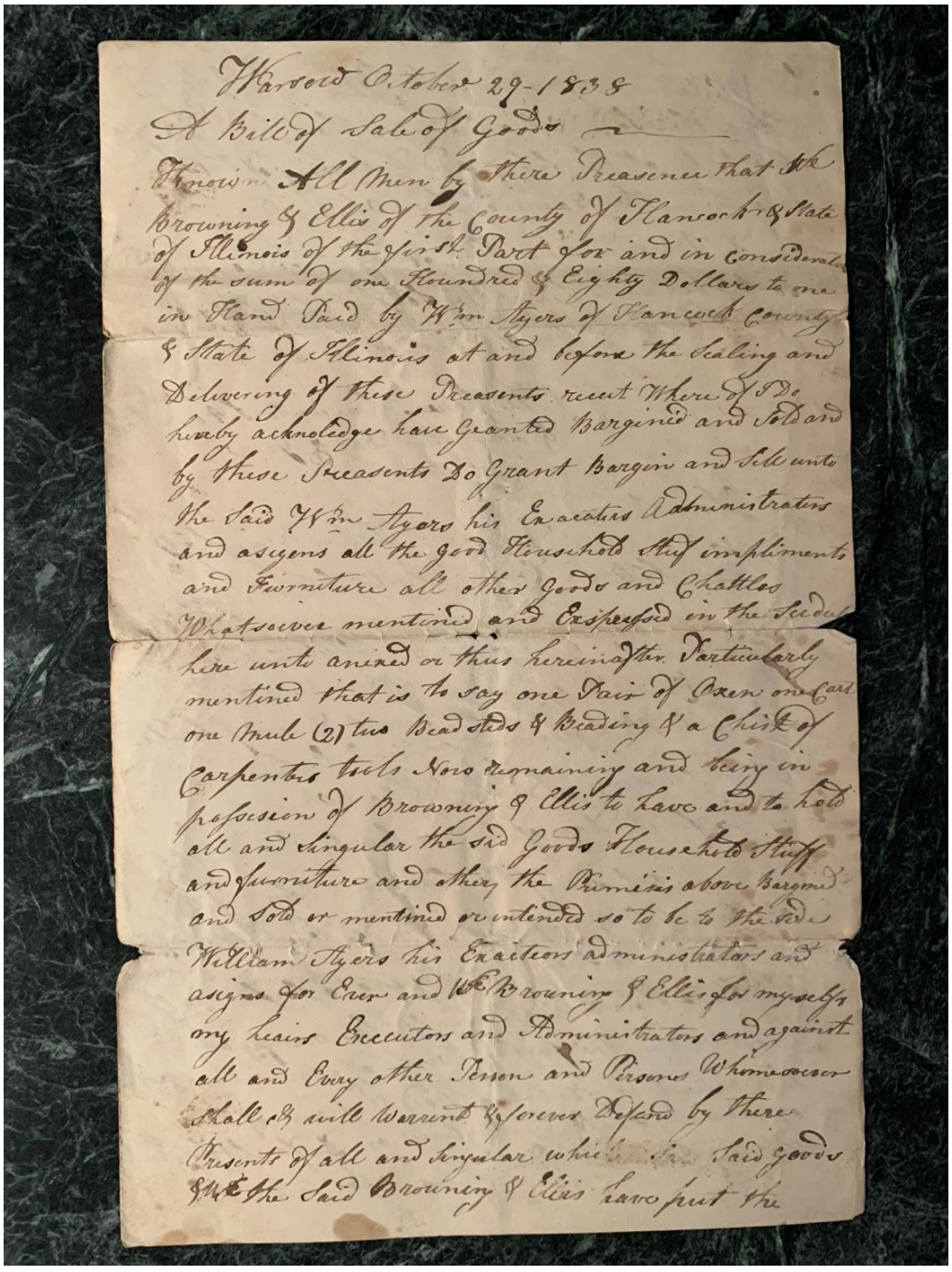
Williams's household offered refuge to the Smith family; his later career brought him into removal politics. Sherman's dealings with Nauvoo gave way to a documented organizing role in opposition. The builders and estate representatives left fewer clues to their beliefs. Their work and obligations remain part of the same local history.

A chest of tools and a butter-churn lid belong in Hancock County's history alongside speeches, warrants and militia orders. They show the material world in which neighbors worked and disagreed before those disagreements became part of a larger crisis. The surviving signatures allow us to see individuals there, even where the rest of their lives has faded.

The case papers and transcriptions

Document 1. The bill of sale and its conditions

29 October 1838 with an added condition dated 1 November 1838



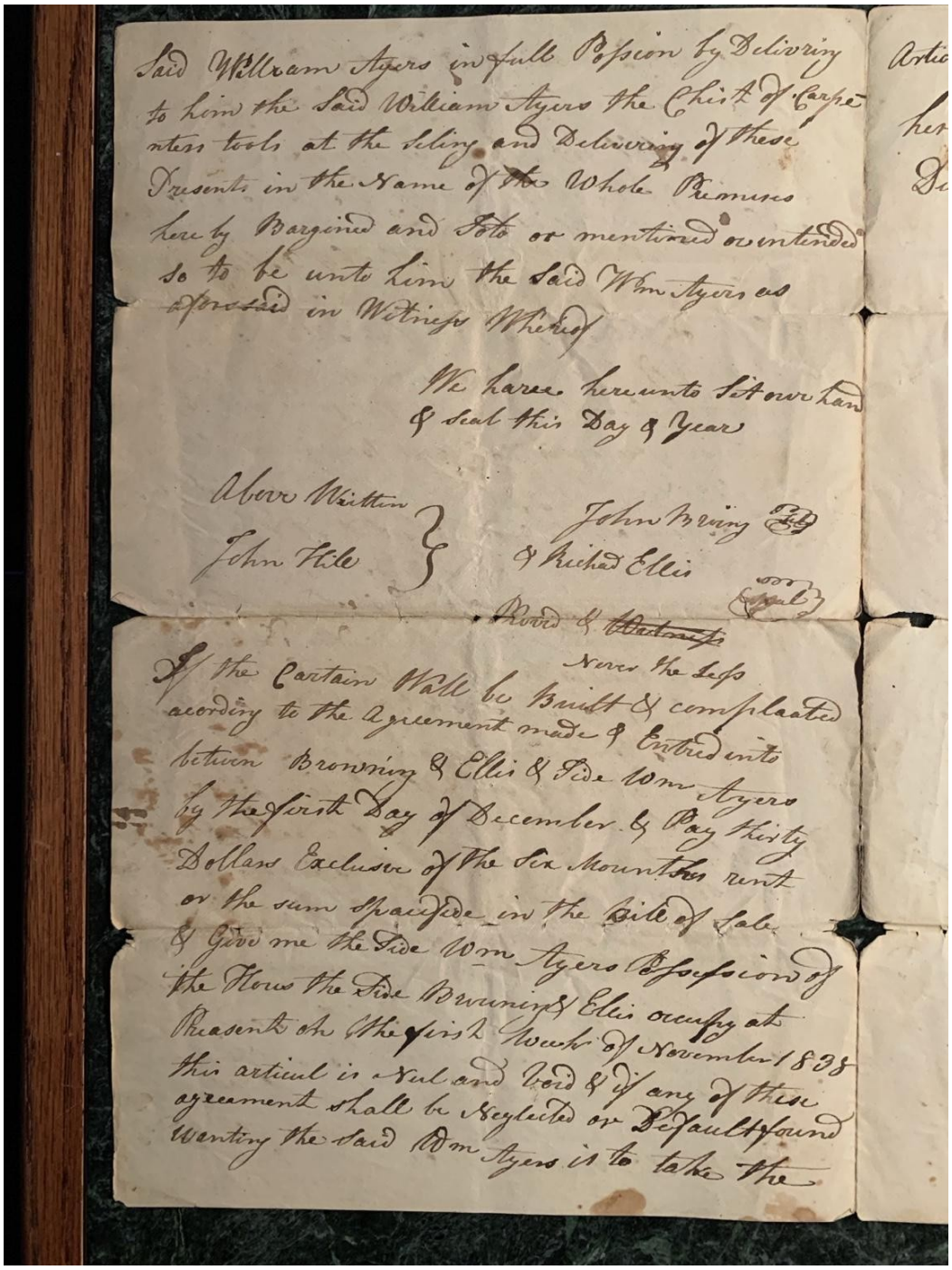
Harwood October 29-1838

A bill of Sale of Goods

Know all Men by these Presents that We Browning & Ellis of the County of Hancock & State of Illinois of the first Part for and in consideration of the sum of one Houndred & Eighty Dollars to me in Hand Paid by Wm Ayers of Hancock County & State of Illinois at and before the Sealing and Delivering of these Presents recet Where of I Do hereby acknoledge have Granted Bargined and Sold and by these Presents Do Grant Bargin and Sell unto the said Wm Ayers his Executors Administrators and assigns all the good Household stuf implements and Furniture all other Goods and Chattles Whatsoever mentined and Expressed in the Schedul here unto anexed or thus hereinafter Particularly mentined that is to say one Pair of Oxen one Cart one Mule (2) two Bead Steds & Beading & a Chist of Carpenters tools Now remaining and being in posession of Browning & Ellis to have and to hold all and singular the said Goods Household Stuff and furniture and other the Premises above Bargined and Sold or mentined or intended so to be to the said William Ayers his Executors administrators and assigns for Ever and We Browning & Ellis for my self & my heairs Executors and Administrators and against all and Every other Person and Persons Whomsoever shall & will Warrant & forever Defend by these Presents of all and singular which said Goods & We the said Browning & Ellis have put the

Supplied case paper: IMG 0756. Original handwritten text.

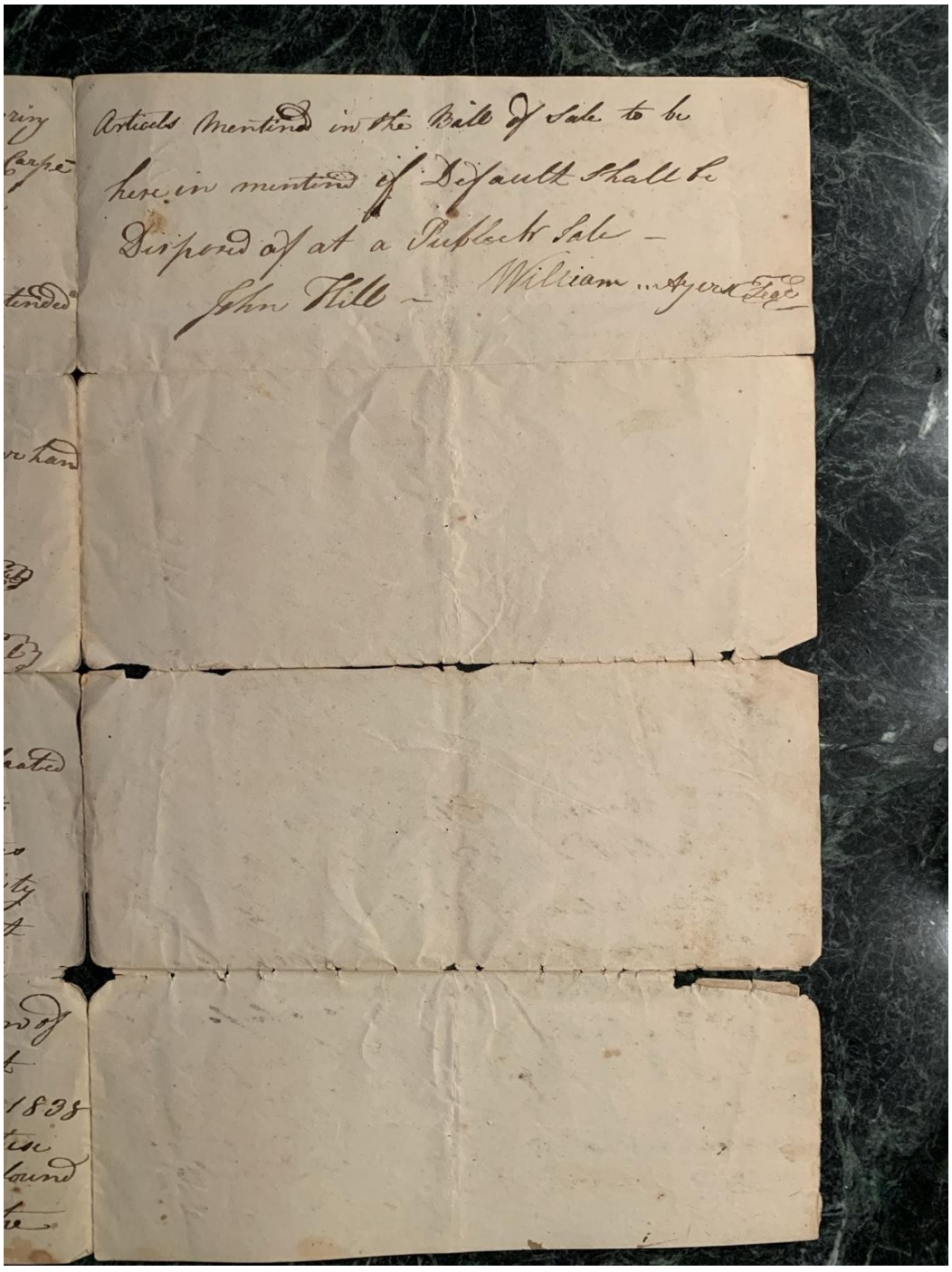
Document 1 — original continued



said William Ayers in full Posion by Delivring
to him the said William Ayers the Chist of Carpe
nters tools at the Sining and Delivering of these
Presents in the Name of the Whole Premises
here by Bargined and Sold or mentioned or intended
so to be unto him the said Wm Ayers as
aforesaid in Witness Whereof
We have hereunto Set our hand
& seal this Day & Year
Above Written
John Hile
John Brining
& Richd Ellis
Witness &
Never the Less
If the Certain Wall be Built & compleated
according to the Agreement made & Entred into
betwen Browning & Ellis & Side Wm Ayers
by the first Day of December & Pay thirty
Dollars Exclusive of the Six Months rent
or the sum Spacifyde in the Bill of Sale
& Give me the Side Wm Ayers Posession of
the House the Side Browning & Ellis ocupy at
Present on the first Week of November 1838
this articul is Null and Void & if any of these
agreement shall be Neglected or Default found
Wanting the said Wm Ayers is to take the

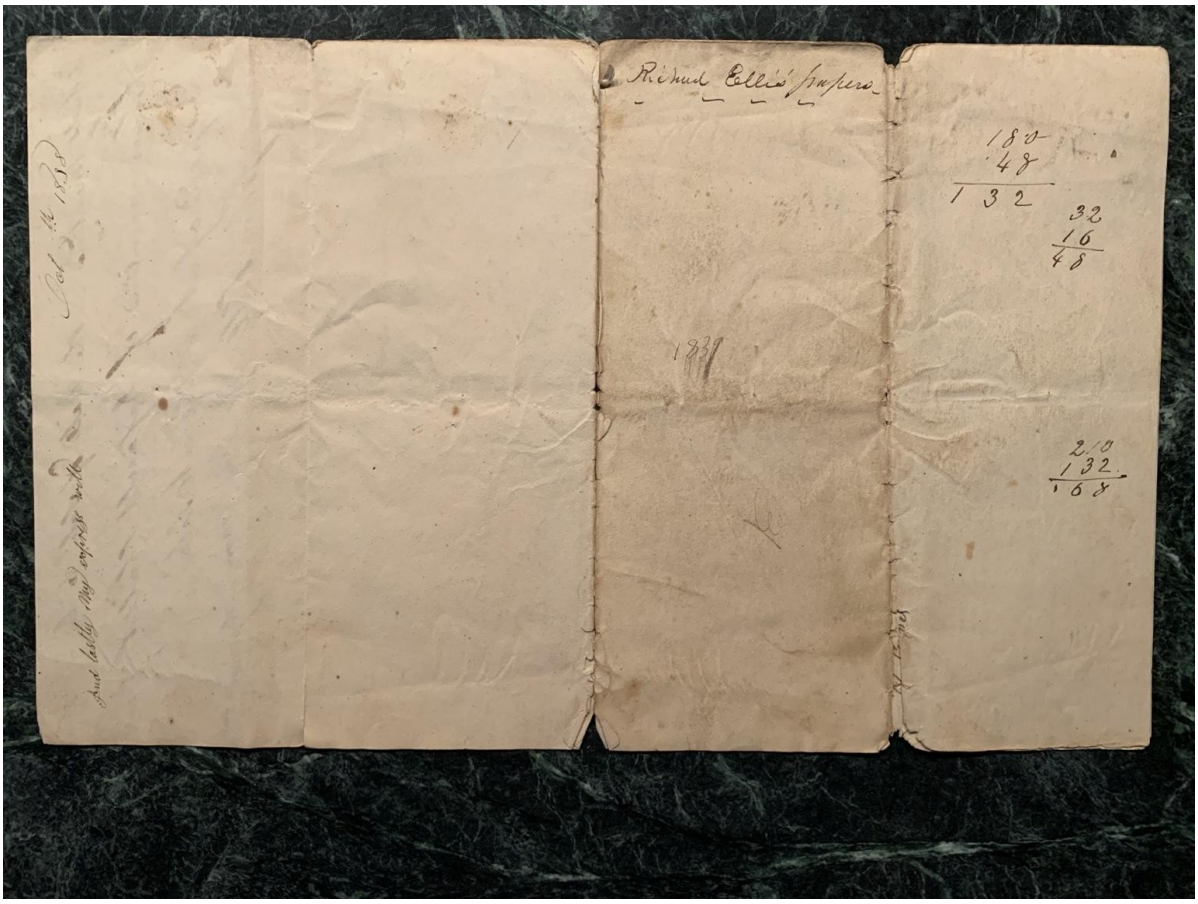
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Document 1 — original continued



Supplied case paper: IMG 0759. Original handwritten text.

Document 1 — original continued



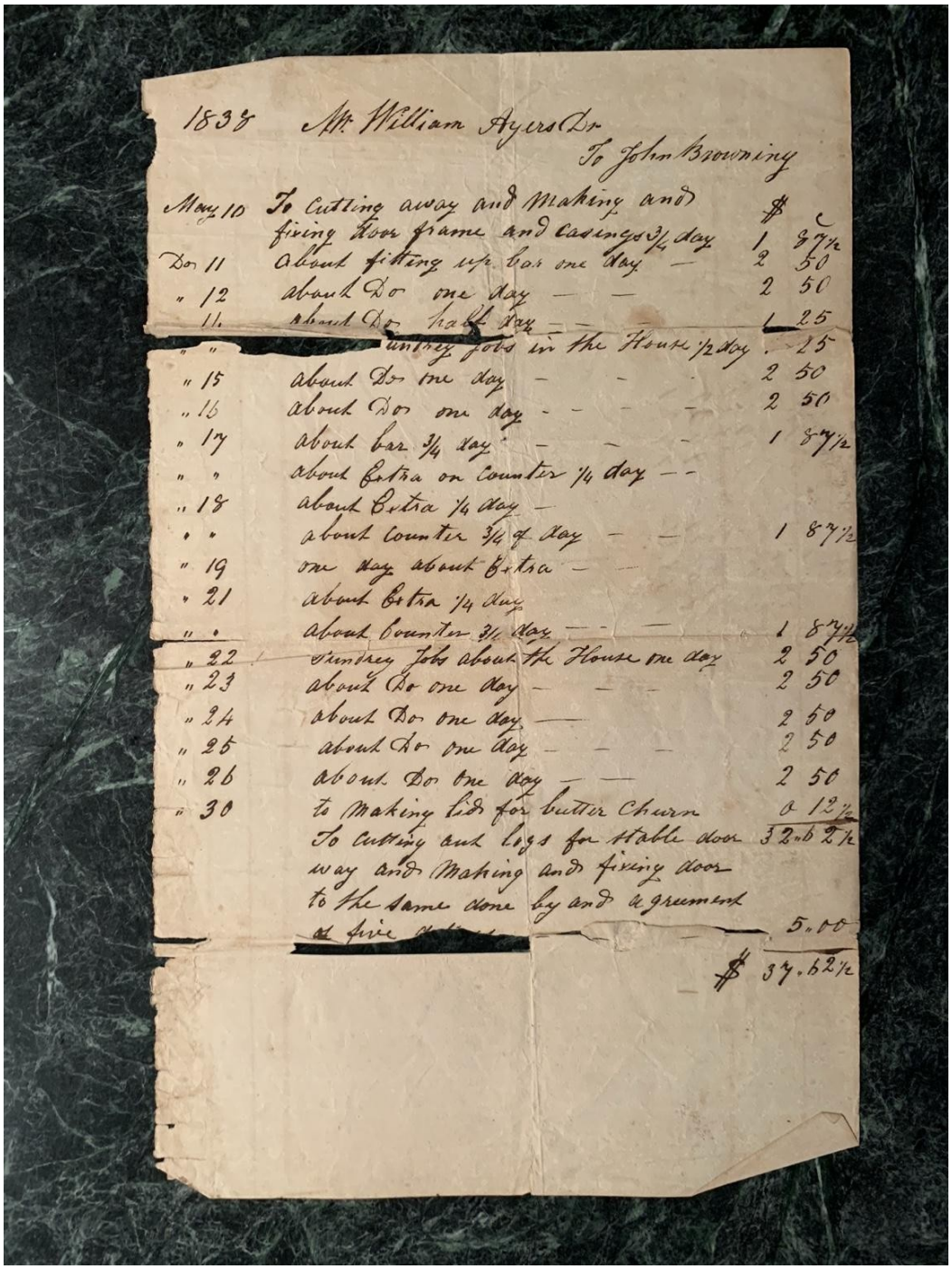
Supplied case paper: IMG 0760. Reverse or endorsement view.

Document 1 — transcription

[IMG 0756]
Warsaw October 29—1838
A Bill of Sale of Goods
Known All Men by these Presence that We Browning & Ellis of the County of Hancock & State of Illinois of the first Part for and in Consideration of the sum of one Hundred & Eighty Dollars to me in Hand Paid by Wm Ayers of Hancock County & State of Illinois at and before the Sealing and Delivering of these Presents receit Whereof I Do hereby acknowledge have Granted Bargained and Sold and by these Presents Do Grant Bargain and Sell unto the Said Wm Ayers his Executors Administrators and assigns all the goods Household Stuf impliments and Furniture all other Goods and Chattles Whatsoever mentioned and Expressed in the Scedule here unto annexed or these hereinafter Particularly mentioned that is to say one Pair of Oxen one Cow one mule (2) two Bedsteds & Beding & a Chest of Carpenters tools Now remaining and being in Possession of Browning & Ellis to have and to hold all and singular the said Goods Household Stuf and furniture and other the Premises above Bargained and Sold or mentioned or intended so to be to the said William Ayers his Executors administrators and assigns for Ever and We Browning & Ellis for myself my heirs Executors and Administrators and against all and Every other Person and Persons Whomsoever Shall & will Warrant & forever Defend by these Presents of all and singular which said goods &c We the said Browning & Ellis have put the
[IMG 0757]
Said William Ayers in full Possion by Delivering to him the said William Ayers the Chest of Carpenters tools at the sealing and Delivering of these Presents in the Name of the Whole Premises hereby Bargained and Sold or mentioned or intended so to be unto him the said Wm Ayers as aforesaid in Witneys Whereof
We have hereunto set our hand & seal this Day & Year
Your Witness
John Hill
John Browning [seal]
& Richard Ellis [seal]
[deleted words beginning Bond of; remainder uncertain]
Now the Less
If the Certain Wall be Built & compleated according to the Agreement made & Entred into between Browning & Ellis & I the Wm Ayers by the first Day of December & Pay thirty Dollars Exclusive of the Six months rent or the sum specified in the Bill of Sale & Give me the I the Wm Ayers Possesion of the House the I the Browning & Ellis occupy at Present on the first [uncertain word] of November 1838 this artical is nule and Void & if any of these agreements shall be Neglected or Default found Wanting the said Wm Ayers is to take the
[IMG 0759]
Articals Mentioned in the Bill of Sale to be here in mentioned if Default shall be Disposed of at a Publick Sale—
William Ayers [seal]
John Hill—
[IMG 0760 reverse]
Richard Ellis & Jno Ayers [surname reading uncertain]
1838 [pencil]
[edge inscription] Jno Ellis May [uncertain words] with
Oct 4th 1838 [date reading uncertain]
[Separate arithmetic groups]
180 / 48 / 132
32 / 16 / 48
240 / 132 / 108

Document 2. Browning presents his account

May 1838

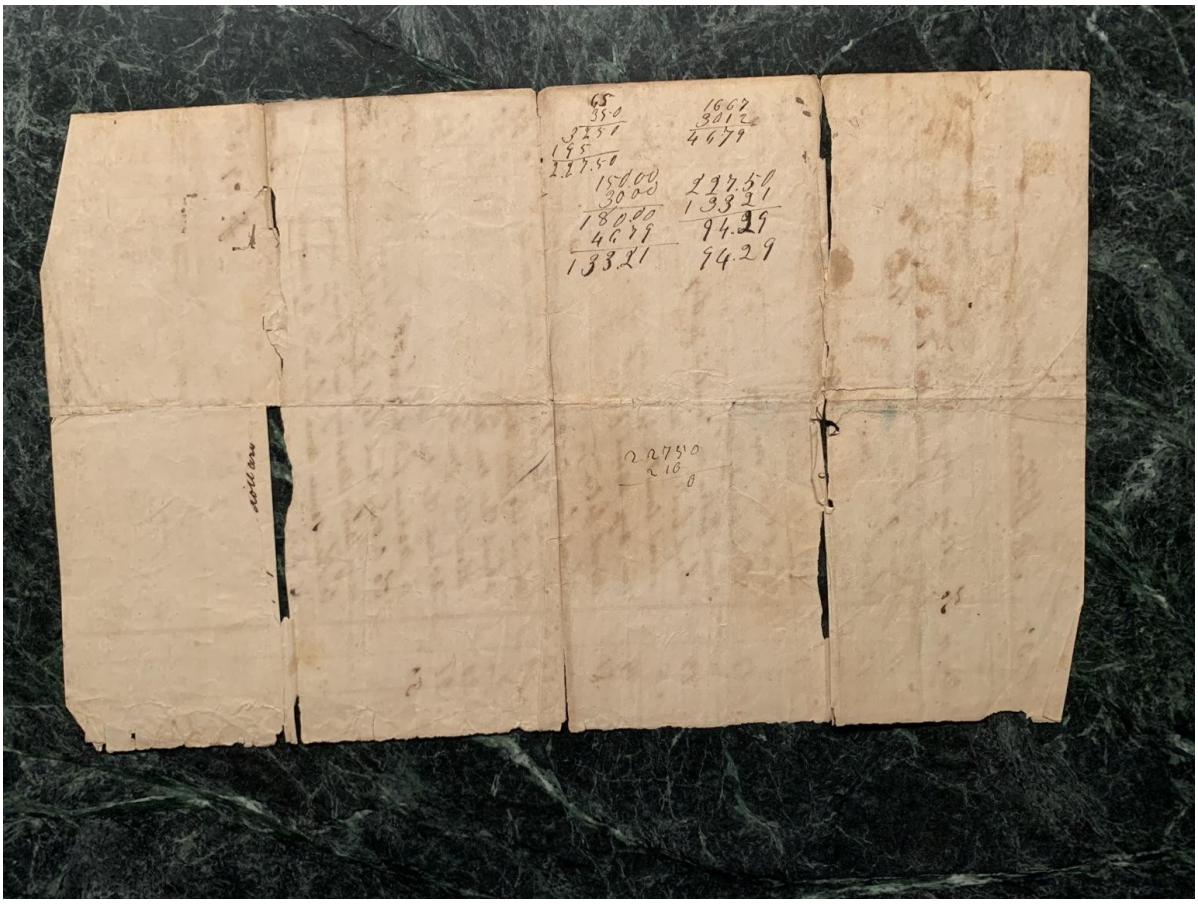


1838 Mr William Ayers Dr
To John Browning

		$	¢
May 10	To Cutting away and Making and fixing Door frame and casings 3/4 day	1	87½
Do 11	about fitting up bar one day —	2	50
" 12	about Do one day — —	2	50
" 13	about Do half day — —	1	25
" "	sundry jobs in the House ½ day		25
" 15	about Do one day — —	2	50
" 16	about Do one day — — —	2	50
" 17	about bar 3/4 day — — —	1	87½
" "	about Extra on counter 1/4 day — —		
" 18	about Extra 1/4 day —		
" "	about counter 3/4 of day — —	1	87½
" 19	one day about Extra — —		
" 21	about Extra 1/4 day		
" "	about counter 3/4 day — — —	1	87½
" 22	sundry Jobs about the House one day	2	50
" 23	about Do one day — —	2	50
" 24	about Do one day —	2	50
" 25	about Do one day — — —	2	50
" 26	about Do one day — —	2	50
" 30	to Making lid for butter Churn	0	12½
	To cutting and logs for stable door way and Making and fixing door to the same done by and agreement at five [illegible] — — —	5	00
		$ 37	62½

Supplied case paper: IMG 0761. Original handwritten text.

Document 2 — original continued



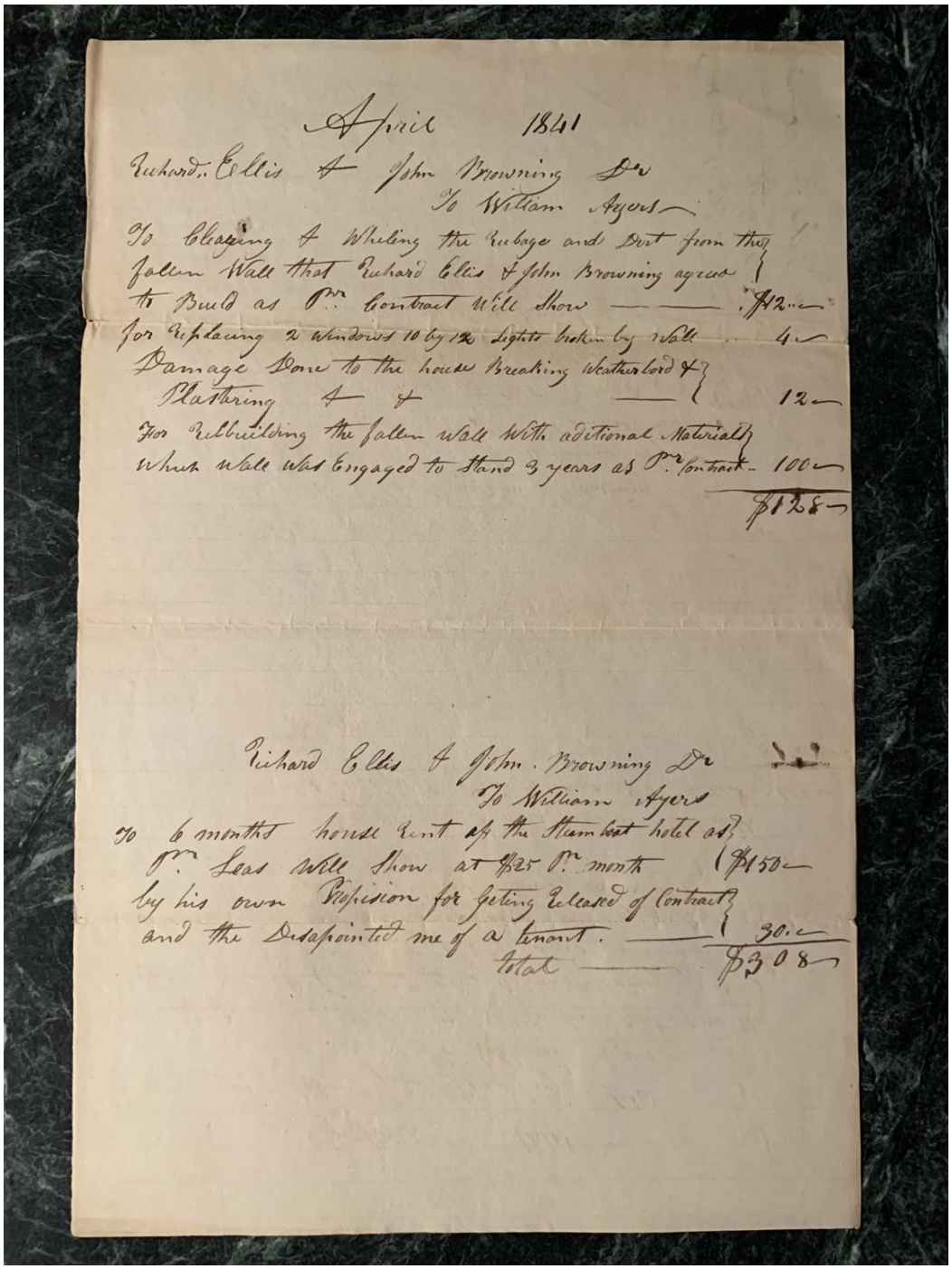
Supplied case paper: IMG 0762. Reverse or endorsement view.

Document 2 — transcription

[IMG 0761]
1838 Mr William Ayres Dr
To John Browning
May 10 To cutting away and Making and fixing floor frame and casings 3¼ day 8.12½ [reading uncertain]
Do 11 about fitting up for one day 2.50
12 about Do one day 2.50
14 about Do half day 1.25
[date obscured] [uncertain word] jobs in the Chimny ½ day 1.25
15 about Do one day 2.50
16 about Do one day 2.50
17 about bar ¾ day 1.87½
[ditto] about Extra on Counter ¼ day [no amount entered]
18 about Extra ¼ day [no amount entered]
[ditto] about Counter ¾ of day 1.87½
19 one day about Extra [no amount entered]
21 about Extra ¼ day [no amount entered]
[ditto] about Counter ¾ day 1.87½
22 sundrey Job about the House one day 2.50
23 about Do one day 2.50
24 about Do one day 2.50
25 about Do one day 2.50
26 about Do one day 2.50
30 to Making lid for butter Churn 0.12½
To cutting out logs for stable door 3 [uncertain notation] 2½ [notation uncertain]
way and Making and fixing door to the same done by odd [uncertain word] Agreement at five
[remainder obscured] 5.00
$34.62½
[IMG 0762 reverse]
[edge] Warsaw
[Unlabelled arithmetic arranged in several groups]
65 / 350 / [3250?] / 195 / 227.50
1667 / 3012 / 4679
150.00 / 30.00 / 180.00 / 46.79 / 133.21
227.50 / 133.21 / 94.29
94.29
[additional small numerals] 22750 / 216 / 8

Document 3. Ayers lists his claimed losses

April 1841



April 1841

Richard Ellis & John Browning Dr
To William Ayers

To Clearing & Wheling the Rubage and Dirt from the fallen Wall that Richard Ellis & John Browning agreed to Build as Pr. Contract Will Show ——— $12.00

For Replacing 2 windows 10 by 12 Lights broken by Wall 4.00

Damage Done to the house Breaking Weatherboard & Plastering & & ——— 12.00

For Rebuilding the fallen Wall With additional Materials Which Wall was Engaged to Stand 3 years as Pr. Contract 100.00

$128.00

Richard Ellis & John Browning Dr
To William Ayers

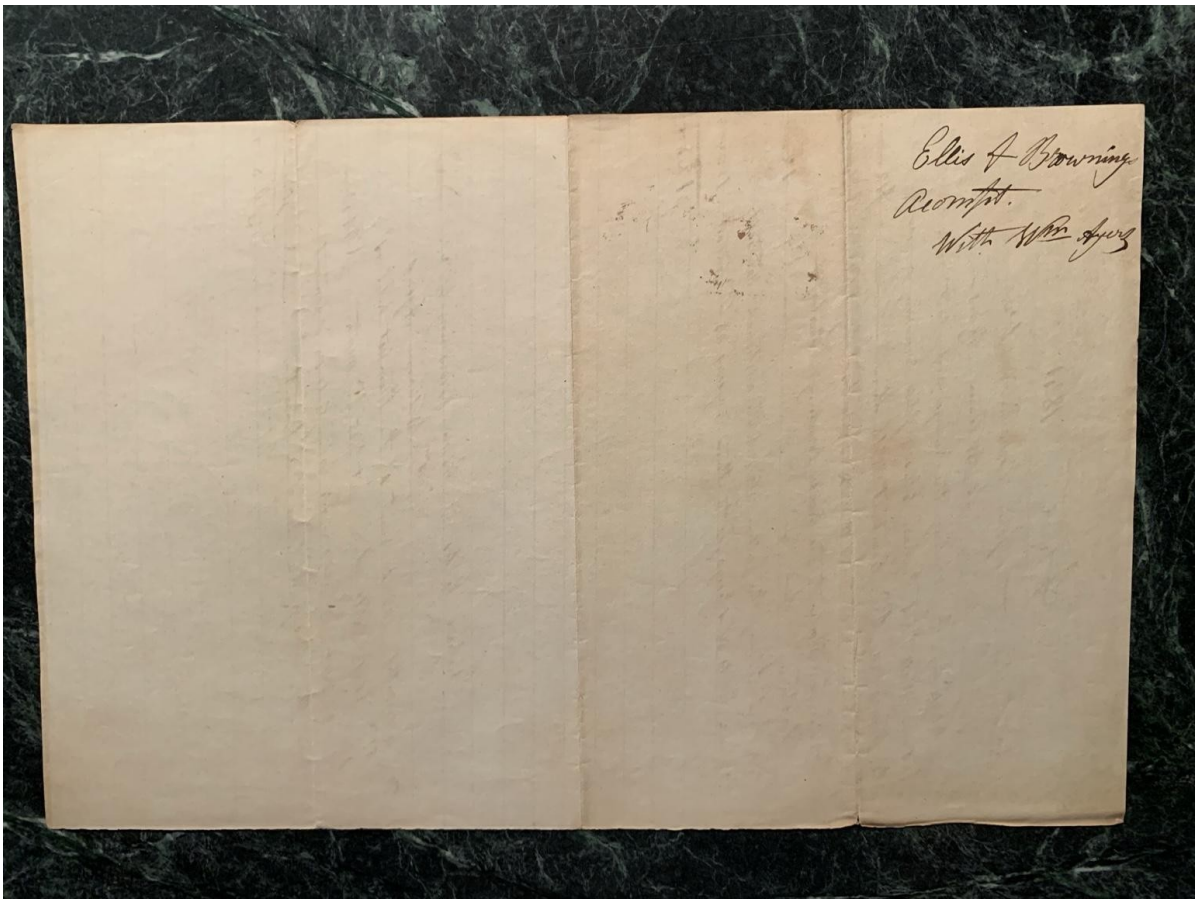
To 6 months house Rent of the Steamboat hotel as Pr. Lease Will Show at $25 Pr. month $150.00

by his own Perfision for geting Released of Contract and the Disapointed me of a tenant. ——— 30.00

total ——— $308.00

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Document 3 — original continued



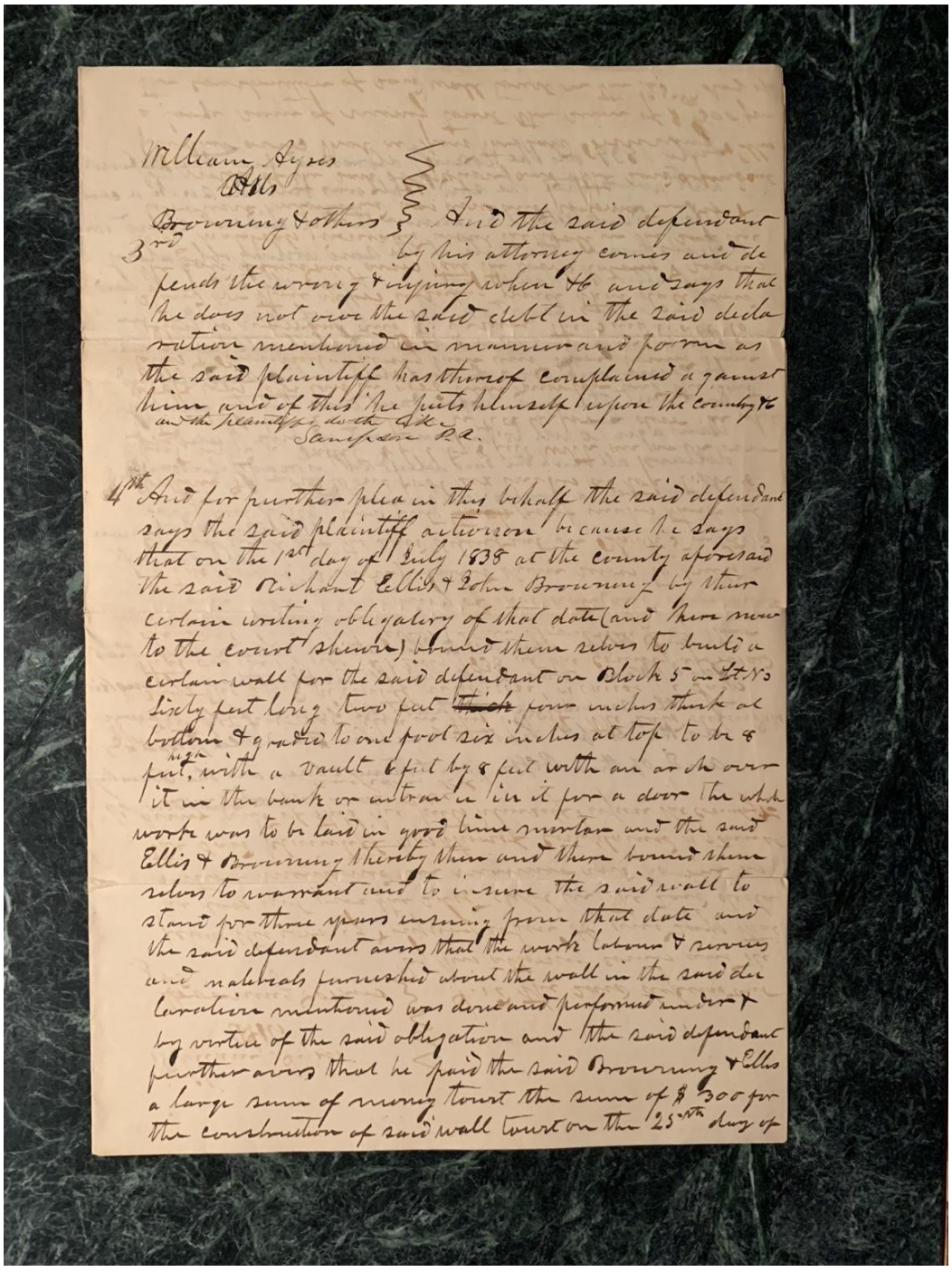
Supplied case paper: IMG 0767. Reverse or endorsement view.

Document 3 — transcription

[IMG 0765]
April 1841
Richard Ellis & John Browning Dr
To William Ayers
To Clearing & Wheling the Rubige and Dirt from the falen Wall that Richard Ellis & John Browning agreed to Build as pr Contract will Show $12.—
For Replacing 2 windows 10 by 12 Lights broken by wall 4.—
Damage Done to the house Bracking Weatherbord & Plastering & [ditto marks] 12.—
For Rebuilding the falen wall With aditional Materials when wall was Engaged to Stand 3 years as pr Contract— 100.—
$128—
Richard Ellis & John Browning Dr
To William Ayres
To 6 months house Rent at the Steam boat hotel as pr Leas will Show at $25 pr month $150—
by his own Provision for giting Relased of Contract and the Disapointed me of a tenant. 30.—
total $308—
[IMG 0767 reverse]
Ellis & Browning
Accompt.
With Wm Ayres

Document 4. The defendant pleads and the plaintiffs answer

Filed 8 October 1841



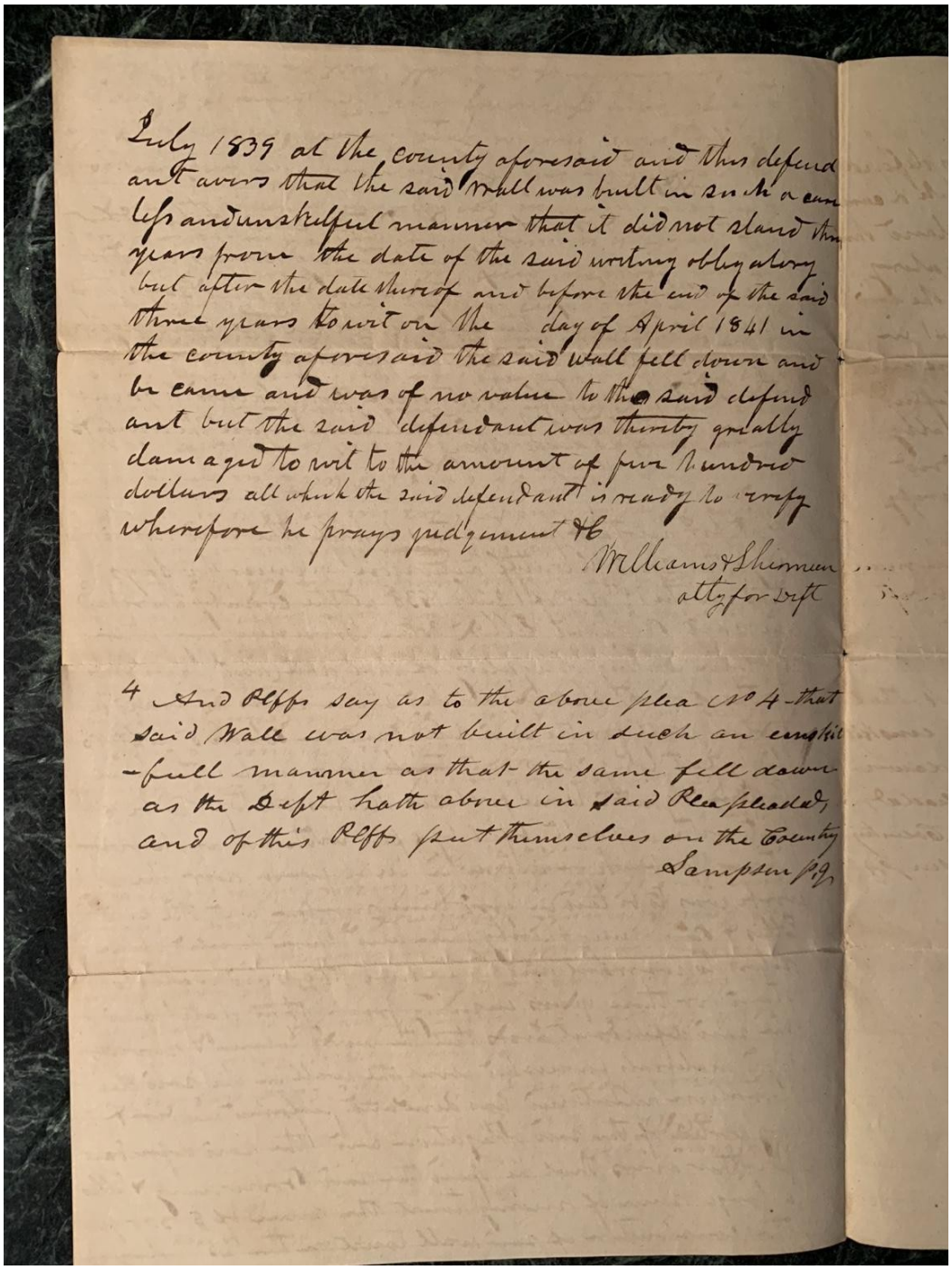
William Sykes
Attls
Browning & others
3rd

And the said defendant by his attorney comes and defends the wrong & injury when &c and says that he does not owe the said debt in the said declaration mentioned in manner and form as the said plaintiff has thereof complained against him and of this he puts himself upon the country &c and the plaintiff &c do the like
Sampson Dr.

4th And for further plea in this behalf the said defendant says the said plaintiff action ought because he says that on the 1st day of July 1838 at the county aforesaid the said Richard Ellis & John Browning by their certain writing obligatory of that date and here now to the court shewn) bound themselves to build a certain wall for the said defendant on Block 5 in Lot No sixty feet long two feet ~~thick~~ four inches thick at bottom & graded to one foot six inches at top to be & put, with a vault 6 feet by 8 feet with an arch over it in the bank or abutment in it for a door the whole work was to be laid in good lime mortar and the said Ellis & Browning thereby then and there bound themselves to warrant and to insure the said wall to stand for three years ensuing from that date and the said defendant avers that the work labour & services and materials furnished about the wall in the said declaration mentioned was done and performed under & by virtue of the said obligation and the said defendant further avers that he paid the said Browning & Ellis a large sum of money to wit the sum of $ 300 for the construction of said wall to wit on the 25th day of

Supplied case paper: IMG 0768. Original handwritten text.

Document 4 — original continued



July 1839 at the County aforesaid and this defend
ant avers that the said Wall was built in such a care
less and unskilful manner that it did not stand three
years from the date of the said writing obligatory
but after the date thereof and before the end of the said
three years to wit on the day of April 1841 in
the county aforesaid the said Wall fell down and
became and was of no value to the said defend
ant but the said defendant was thereby greatly
damaged to wit to the amount of five hundred
dollars all which the said defendant is ready to verify
wherefore he prays judgment &c

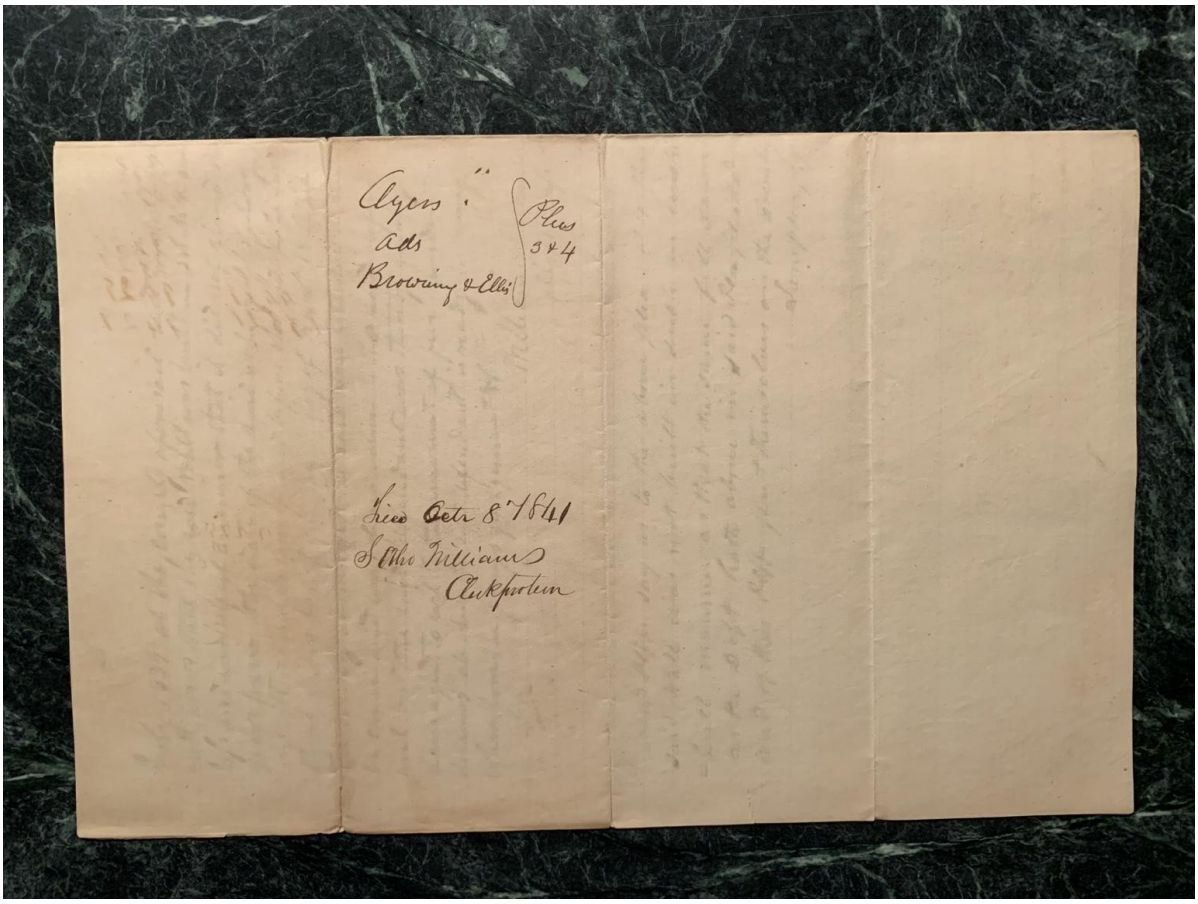
Williams & Sherman
atty for Defts

4 And Plffs say as to the above plea 4th that
said Wall was not built in such an unskil
-full manner as that the same fell down
as the Defts hath above in said Plea pleaded,
and of this Plffs put themselves on the Country

Sampson p.q.

Supplied case paper: IMG 0769. Original handwritten text.

Document 4 — original continued



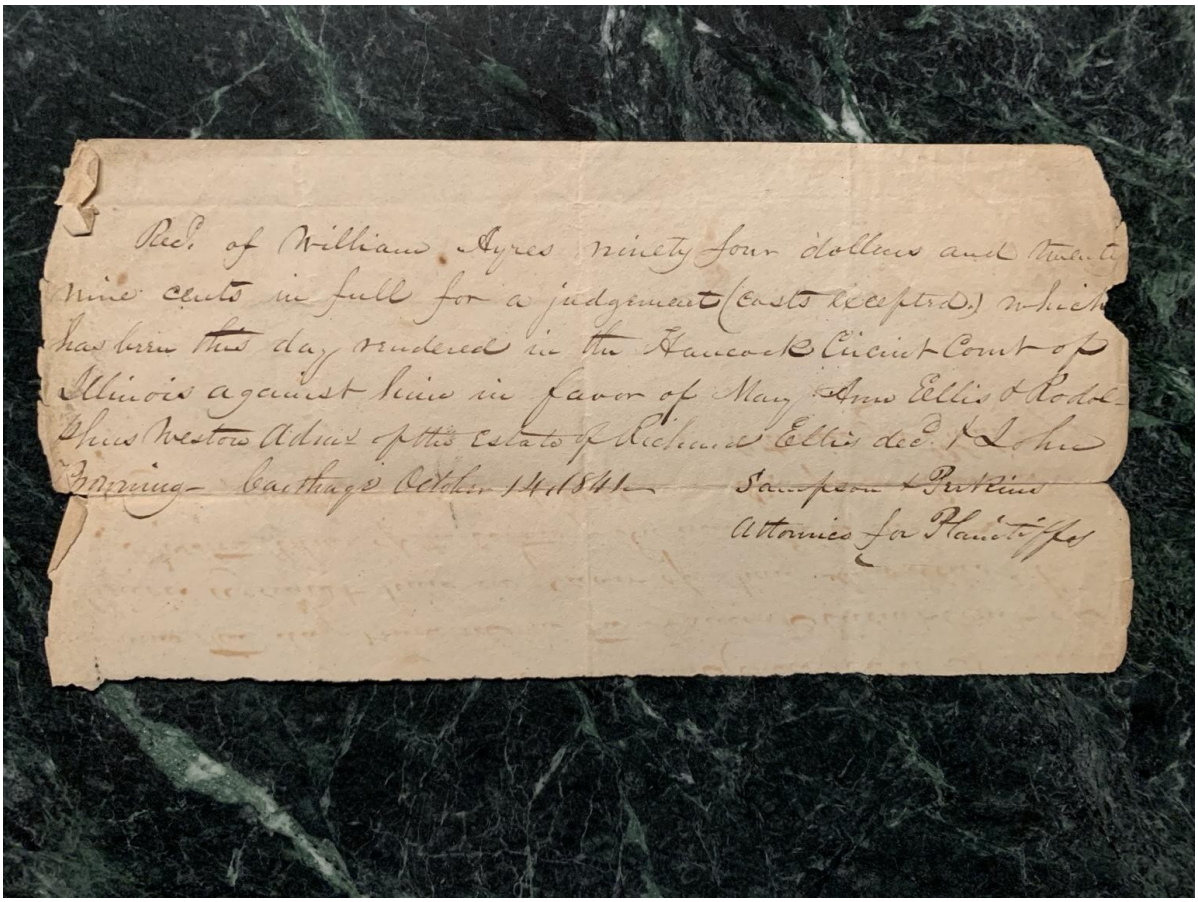
Supplied case paper: IMG 0770. Reverse or endorsement view.

Document 4 — transcription

[IMG 0768]
William Ayers
ads
Browning & others
3rd And the said defendant by his attorney comes and defends the wrong & injury when &c and says that he does not owe the debt set in the said declaration mentioned in manner and form as the said plaintiffs hath thereof complained against him and of this he puts himself upon the country &c
and the plaintiffs do the like
Sampson P.Q.
4th And for further plea in this behalf the said defendant says the said plaintiffs actionem because he says that on the 1st day of July 1838 at the county aforesaid the said Richard Ellis & John Browning by their certain writing obligatory of that date (and here now to the court shown) bound themselves to build a certain wall for the said defendant on Block 5 on Lot No 3 sixty feet long two feet [deleted: thick] four inches thick at bottom & one [inserted: and] foot six inches at top to be 8 feet high with a vault 6 feet by 8 feet with an arch over it in the bank or entrance in it for a door the whole work was to be laid in good lime mortar and the said Ellis & Browning thereby then and there bound themselves to warrant and to insure the said wall to stand for three years ensuing from that date and the said defendant avers that the work labour & services and materials furnished about the wall in the said declaration mentioned was done and performed under & by virtue of the said obligation and the said defendant further avers that he paid the said Browning & Ellis a large sum of money towit the sum of $300 for the construction of said wall towit on the 25th day of
[IMG 0769]
July 1839 at the county aforesaid and this defendant avers that the said wall was built in such a careless and unskilful manner that it did not stand three years from the date of the said writing obligatory but after the date thereof and before the end of the said three years towit on the [blank] day of April 1841 in the county aforesaid the said wall fell down and became and was of no value to the said defendant but the said defendant was thereby greatly damaged to wit to the amount of five hundred dollars all which the said defendant is ready to verify wherefore he prays judgment &c
Williams & Sherman
atty for deft
4 And Plffs say as to the above plea No 4 that said Wall was not built in such an unskillfull manner as that the same fell down as the Deft hath above in said Plea pleaded, and of this Plffs put themselves on the Country
Sampson P Q
[IMG 0770 reverse]
Ayers
ads
Browning & Ellis
Pleas 3 & 4
Filed Octr 8 1841
S. Otho Williams
Clerk pro tem

Document 5. The judgment payment is acknowledged

14 October 1841

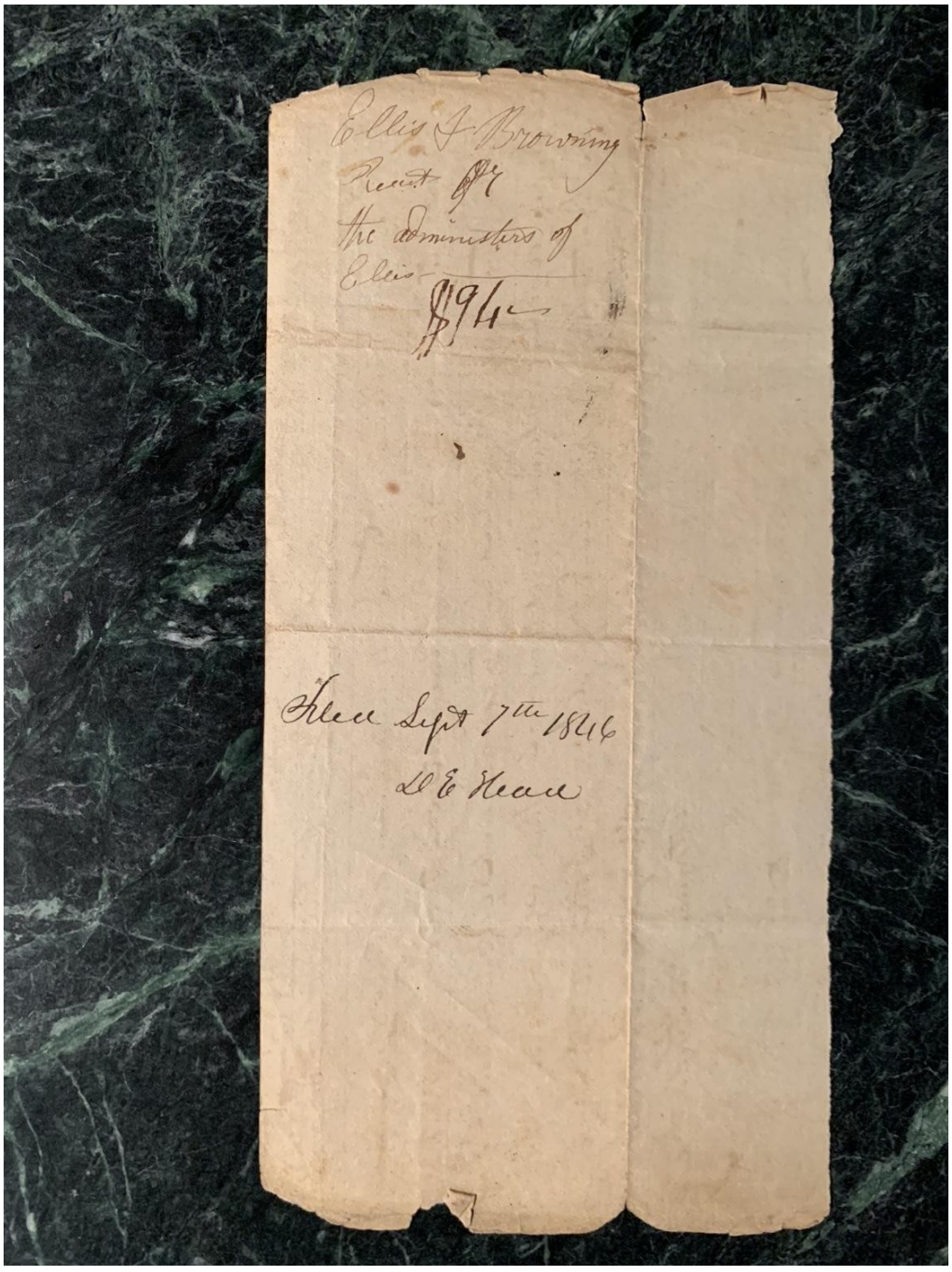


Recd of William Ayres ninety four dollars and ninety nine cents in full for a judgment (costs excepted) which has been this day rendered in the Hancock Circuit Court of Illinois against him in favor of Mary Ann Ellis & Rodolphus Weston Admrs of the estate of Richard Ellis dec'd. Oct 14 1841 Sampson & Putnam Attornies for Plaintiffs

Carthage October 14 1841

Supplied case paper: IMG 0763. Original handwritten text.

Document 5 — original continued



Supplied case paper: IMG 0764. Reverse or endorsement view.

Document 5 — transcription

[IMG 0763]
Recd of William Ayres ninety four dollars and twenty nine cents in full for a judgement (costs excepted) which has been this day rendered in the Hancock Circuit Court of Illinois against him in favor of Mary Ann Ellis & Rhodolphus Weston Admr of the estate of Richard Ellis decd & John Browning— Carthage October 14. 1841
Sampson & Perkins
Attornies for Plaintiffs
[IMG 0764 reverse]
Ellis & Browning
Receit for
the administrators of
Ellis
$94[remainder uncertain]
Filed Sept 7th [1846?]
[initials or signature illegible]

The people behind the papers

The following notes separate secure case roles from possible identities. No securely identified participant has been established here as a Latter-day Saint. For people whose identity remains incomplete, religious affiliation remains unknown. Accordingly, no conversion, mission, calling, Nauvoo temple ordinance or westward migration is assigned without a connecting record. No Masonic membership has been securely established for these participants; that result is not proof of nonmembership.

John Browning — builder and plaintiff

The account and security instrument identify a working carpenter in Warsaw in 1838. His signature supplies no middle name, birthplace or family relationship. His work ranged from structural alterations to counters and a butter-churn lid. He was living in a house covered by the security arrangement and pledged tools, livestock and household goods with Ellis. He survived to participate in the 1841 judgment receipt.

A possible identification with John Browning, brother of Jonathan Browning, remains unproved. Jonathan's conversion, Nauvoo gunmaking and migration cannot be attached to this plaintiff. John Washington Browning is another name requiring separation. A same-name man in accounts of Joseph Smith's 1844 presidential convention is not linked to Ellis or the wall contract. John Moses Browning, born in 1855, is chronologically excluded. No secure militia, lodge, anti-Mormon committee, temple or pioneer-company record has been connected to the plaintiff. [3; research supplement]

Richard Ellis — builder, deceased by October 1841

Ellis signed the 1838 instrument and was a party to the wall undertaking. A delinquent-tax list places a Richard Ellis on Lot 3, Block 2 of Wilcox's addition, separate from the hotel lot. His estate, represented by Mary Ann Ellis and Rhodolphus Weston, appears in the judgment receipt and later land-sale notices. These records establish his death by 14 October 1841, not its precise date or cause. He could not have witnessed the June 1844 murders or participated in the later conflict.

The proposed Devon family connection involving Richard Ellis, Mary Ann Browning and Harriet Browning Hill remains a genealogical lead. A Richard Ellis said to have died in 1876 cannot be merged with this deceased litigant without explaining the contradiction. Enos Ellis's Mormon biography belongs to a different man; kinship is unproved. No conversion, mission, temple experience, lodge membership or militia assignment is securely associated with the builder. [2–3,5]

Mary Ann Ellis — estate administrator

Mary Ann appears in the original receipt as an administrator of Richard Ellis's estate. Published notices continue her administration with Weston into 1843–1844. She may have been Richard's widow, but the legal title alone does not establish marriage. Her maiden name, birthplace, age and later residence remain unresolved. The proposed identification as Mary Ann Browning requires a marriage or family record and a link to this estate.

The record supports a woman carrying continuing legal responsibility after Richard's death. It does not establish her religious or political position, temple attendance, presence during the murders, migration or Masonic family connections. The estate's advertised land sale is not a completed-sale return. [3,5]

Rhodolphus Weston — estate coadministrator

The receipt and estate notices securely establish his administrative role. Searches under Rhodolphus, Rodolphus and Rudolphus did not establish a complete personal biography. Kinship to Ellis is not proved. Samuel Weston, associated with Missouri proceedings involving Joseph Smith, and Ephraim Weston of Hancock, New Hampshire, are different named men and have not been merged with him. No verified LDS, militia, Masonic or committee connection has been found for this coadministrator. [3,5; research supplement]

William Ayers or Ayres — hotel owner and defendant

The spelling varies across the papers and newspapers. The hotel account, ferry dissolution, property advertisement and town proceedings supply the strongest local outline. In July 1840 Ayres and Joseph Wilkinson announced dissolution of their steam-ferry partnership; in 1844 Ayres offered the hotel property and served as a town trustee. William Ayres Jr. appears separately in town payments. Neither the suffix nor proximity proves the precise family relationship.

A modern militia compilation lists Wm. Ayres as third sergeant of the Warsaw Cadets and a same-name private in another company. Identification with the hotel owner remains possible, pending the original return and a connecting record. No secure anti-Mormon committee appointment, attack participation, presence at Carthage Jail or Masonic membership has been established. The Ventura hotelkeeper and mayor known as Uncle Billy Ayers is a possible later identity, not an established continuation of this biography. His portrait is therefore not used. [1–3,18–19]

John Hill — witness

Hill witnessed the 1838 security transaction. The signature establishes an adult witness then present, not an entire family history. A Warsaw household involving John and Harriet Hill is a candidate requiring direct connection. Their son James B. Hill's later militia service must not be assigned to the father.

A John Hill in Nauvoo temple-building accounts worked with William W. Player's crane. Retrospective family material places a Hill family's gathering from Canada in 1842. Neither record connects that temple worker to the 1838 Warsaw signature. A John Hill listed as first sergeant in George W. Pollard's Farmers Guard is likewise a same-name candidate. No secure religious, militia, Masonic or committee identification is assigned to the witness. [3; research supplement]

Guy C. Sampson — plaintiffs' attorney

The Sampson & Perkins signature and contemporary advertisements establish the firm's role. Joseph Smith Papers litigation records identify Guy C. Sampson in Hancock County legal business, including Sweeney's debt action. His assignment of judgment at Richmond, Vermont, in August 1845 strengthens a proposed identification with the Vermont lawyer, minister, editor and reform advocate born in 1804. That broader identity remains probable rather than fully bridged; precise death details are not treated as settled.

His proposed historical sketches show an interest in Hancock County's early settlement. The firm's Times and Seasons advertisement demonstrates business with a Church readership. Neither it nor representation of a creditor against Joseph Smith proves religious allegiance or hostility. No securely matched LDS conversion, mission, calling, temple experience, militia commission, Masonic membership or anti-Mormon committee appointment has been found. [15–17]

Perkins — plaintiffs' attorney

The original receipt names the firm Sampson & Perkins; contemporary advertisements confirm its Carthage practice. A first name has not been safely recovered. Other Perkins partnerships and later lawyers of that surname remain separate. A full biography, religious affiliation and militia or lodge history cannot responsibly be assigned while his personal identity is unresolved. [3,15]

Archibald Williams — defense attorney

Williams (1801–1863) settled at Quincy in 1829 and became a prominent lawyer and public figure. His household sheltered members of the Smith family in 1839. He defended Joseph Smith in the 1841 extradition proceedings and continued legal and property dealings connected to Nauvoo. The August 1841 firm notice links him directly with Sherman in Hancock County practice.

In May 1845 he defended men accused of the Smith murders. Bibliographic descriptions of later anti-Mormon meeting documents associate him with removal politics in 1845–1846. Those original items were not visually inspected here, and their descriptions are identified as such. B. H. Roberts's much later characterization of Williams's hostility should be read as retrospective interpretation. Hospitality, professional representation and later opposition belong to distinct occasions in his life.

He has not been established as an LDS convert. No mission, Nauvoo endowment or Mormon pioneer journey is assigned. His later western judicial career is not the Saints' exodus. No secure Masonic membership has been recovered in this investigation; Levi Williams's documented connections must not be transferred to Archibald. [6–10]

Jason H. Sherman — defense attorney

Sherman's supported dates are 1816–1892. Born in Maine and associated with Guildhall, Vermont, he attended the University of Vermont in 1832–1834 and was admitted to the bar in Reading, Pennsylvania, on 7 August 1839. The 1841 newspaper notice establishes his Carthage practice. He married Rebecca S. Kendall in 1847, later edited the Free Democrat at Galesburg, and served as an alderman in 1857. Records place him in Camden, New Jersey, by the 1870s; he was buried in Galesburg.

His probable January 1844 visit to Joseph Smith and April tax-title dealings show contact across political differences. His appointment to the Carthage central corresponding committee on 13 June is explicit evidence of organized opposition. Later scholarship identifies him with the attacking force on 27 June. His 1886 reminiscences warrant comparison with contemporary evidence, but the complete series was not recovered here. No particular shot, entry into the jail or military rank is asserted. No LDS conversion, mission or temple experience is established, and no secure Masonic membership has been found. [7,11–14]

S. Otho Williams — acting clerk

The endorsement on the pleas reads S. Otho Williams, Clerk pro tem. Joseph Smith Papers documents independently identify his handwriting in Hancock County process in 1840–1841, including a summons in Gray v. A. Allen and a subpoena in Singley v. Rigdon naming Joseph Smith among the witnesses. That administrative work places him in the shared court system; it does not establish his faith or political allegiance. He is kept distinct from Archibald, Wesley and Levi Williams. No full personal identity or supported lodge, militia, temple or migration history has been assigned. [3–4]

Editorial and reading notes

This is a provisional reading edition based on the supplied photographs and the research sources listed below. No scene or dialogue has been invented. The narrative places the documented events first; these notes explain the limits of the evidence.

These are reading transcriptions made from the supplied photographs, rather than certified archival editions. Original spelling, names, monetary figures and awkward wording are retained as far as legible. Paragraphs and line breaks are adjusted for reading; account entries are set on separate lines. Brackets identify editorial additions, deleted or inserted text, blank spaces and uncertain readings. A question mark marks a tentative reading. Original capitalization and punctuation are not reproduced with diplomatic precision.

Thirteen distinct photographed views form five document groups. IMG 0758 duplicates IMG 0757; IMG 0766 duplicates IMG 0765. Those repeated views are not printed twice. The receipt is placed last to follow the course of the litigation. Images are rotated for reading; paper edges and writing on reverse sides remain visible. Reverse-side inscriptions may run in more than one direction. No separate original construction contract or complete court judgment is included among these photographs.

Document 1 reading notes

The builders assigned movable property to Ayers as security. The conditions explain when the arrangement would become void and what Ayers could do in default. IMG 0758 repeats the view in IMG 0757 and is not reproduced a second time.

The condition contains awkward grammar and an uncertain word before November. “Now the Less” appears to serve the function of “nevertheless.” The public-sale clause continues on the right-hand panel photographed in IMG 0759. The reverse-side date and abbreviated names are less secure than the principal text. The arithmetic is unlabelled and is not a new contractual obligation.

Document 2 reading notes

This account describes carpentry and related work for Ayres. “Dr” means debtor and “Do” repeats the preceding description. Empty amount cells are left empty rather than supplied from a modern calculation.

The first charge and the lower stable-door wording are difficult in the photograph and are not silently repaired. The written total is retained. Several reverse-side figures can be read as $180.00 less $46.79 equalling $133.21, then $227.50 less $133.21 equalling $94.29. The last figure agrees with the later receipt, but the photograph does not explain every component or establish that this was the court’s calculation.

Document 3 reading notes

Ayers claimed rebuilding costs, damage and lost rent. IMG 0766 repeats the face of this account and is not reproduced again. This is a statement of claimed losses, not proof that every charge was allowed.

“10 by 12” describes the window lights; the account does not state a measurement unit. The $128 subtotal, $150 rent and $30 tenant-related item add to the written $308 total. This differs from the $500 damages pleaded in the legal document.

Document 4 reading notes

The surviving sheet contains pleas numbered three and four, followed by a response. “Plaintiffs” refers to the builders’ side; “defendant” to Ayers. A plea states a party’s position. “Puts himself upon the country” asks for a jury’s determination; it does not prove that a jury trial occurred.

The original construction agreement is recited in the plea; it is not a separately supplied instrument in this group. The unusual vault-and-door wording has not been converted into an invented architectural plan. “P.Q.” identifies counsel for the plaintiffs; “ads” is a form of “at suit of.” The endorsement identifies S. Otho Williams as clerk pro tempore, or acting clerk.

Document 5 reading notes

This receipt is the clearest surviving evidence of payment. It also identifies the estate administrators. The later filing endorsement is separate from the receipt’s execution date.

The name Rhodolphus runs across a line division in the original. “Costs excepted” means the receipt does not acknowledge payment of court costs. The reverse-side year is uncertain and is not used to redetermine the clear October 14, 1841 date on the face.

Narrative evidence and limits

The hotel identification rests on the agreement of owner, town and lot across the case papers, tax list and advertisement. It does not locate the wall precisely or settle whether it was part of the hotel building, a retaining wall or another feature of the lot. The construction terms survive in the defense plea; the original contract is not separately supplied.

The pleadings contain allegations and denials, not a surviving finding of faulty workmanship. Their request for a jury does not establish that a jury returned a verdict. The receipt records payment of the judgment, costs excepted. The reverse-side calculation agrees with its amount but does not establish how particular claims were allowed or rejected. The estate notices advertise a sale; no completed-sale return or buyer has been established.

No marriage record has established Mary Ann as Richard Ellis’s widow. No record links the builder John Browning to Jonathan Browning’s conversion or migration. The biographical notes preserve these and other identity questions.

Williams’s later political documents are known here through bibliographic descriptions; the original broadsides were not visually examined. Sherman’s probable January visit is identified as probable in the Joseph Smith Papers. His June committee role is explicit in published proceedings. Later scholarship connects him with the attacking force, but this edition establishes no particular shot, entry into the jail or military rank. The full 1886 reminiscence series was not recovered.

A law advertisement in the Times and Seasons establishes business contact with its readers, not Church membership or political sympathy. Sampson’s broader Vermont identity remains probable. The same-name militia entries for Ayres and Hill remain unproved matches, as explained in their biographies.

What would change these conclusions

The provisional investigation is complete within the evidence recovered. The remaining questions require specific records: a probate packet and sale return for Ellis; marriage, census or deed records linking the proposed families; an addition plat and chain of title for the hotel; the original militia returns; a full identification of Perkins; and Sherman’s complete reminiscence series. General same-name matches do not resolve those gaps. Aaron Johnson and the separate People v. James Porter prosecution are excluded from this case.

Sources and image credits

Numbers in the narrative point to the following sources. Newspaper links open the relevant digitized page; zoom may be needed. Case-paper images are supplied photographs, not archive-certified scans. Newspaper illustrations are documentary crops, not reconstructions. This edition includes no speculative hotel drawing or unverified portrait. Sources described only through a bibliography or catalog are distinguished from records actually read.

1. Hotel property advertisement

Warsaw Message, 7 February 1844, p. 3; dated 17 January 1844.

Open source: https://warsaw.advantage-preservation.com/viewer/?fn=warsaw_message_usa_illinois_warsaw_18440207_english_3

2. Tax list

Western World, 3 February 1841, p. 3; 1840 delinquent property list.

Open source: https://warsaw.advantage-preservation.com/viewer/?fn=western_world_usa_illinois_warsaw_18410203_english_3

3. Original case papers

Supplied photographs IMG 0756–0770; duplicates 0758 and 0766 omitted. Five document groups reproduced and transcribed in this edition.

4. Acting clerk

Joseph Smith Papers: Summons, 24 March 1841, Gray v. A. Allen; see also Subpoena, 3 May 1841, Singley v. Rigdon.

Open source: https://www.josephsmithpapers.org/paper-summary/summons-24-march-1841-gray-v-a-allen/1

4 continued. Subpoena and handwriting

Joseph Smith Papers documentary description and transcription.

Open source: https://www.josephsmithpapers.org/paper-summary/subpoena-3-may-1841-singley-v-rigdon/1

5. Ellis estate notice, 1843

Warsaw Message, 4 October 1843, p. 3; notice dated 13 September.

Open source: https://warsaw.advantage-preservation.com/viewer/?fn=warsaw_message_usa_illinois_warsaw_18431004_english_3

5 continued. Ellis estate notice, 1844

Warsaw Signal, 4 September 1844, p. 4; sale advertised for 28 October.

Open source: https://warsaw.advantage-preservation.com/viewer/?fn=warsaw_signal_usa_illinois_warsaw_18440904_english_4

6. Smith family refuge

Joseph Smith Papers, Letter from Don Carlos Smith and William Smith, 6 March 1839, and editorial annotation.

Open source: https://www.josephsmithpapers.org/paper-summary/letter-from-don-carlos-smith-and-william-smith-6-march-1839/1

7. Williams and Sherman partnership

Warsaw Signal, 22 September 1841, p. 3; law notice dated 19 August.

Open source: https://warsaw.advantage-preservation.com/viewer/?fn=warsaw_signal_usa_illinois_warsaw_18410922_english_3

8. Archibald Williams biography

Joseph Smith Papers biographical directory; compare Papers of Abraham Lincoln, person WI07966.

Open source: https://www.josephsmithpapers.org/person/archibald-williams

8 continued. Williams legal career

Papers of Abraham Lincoln, Archibald Williams.

Open source: https://papersofabrahamlincoln.org/persons/WI07966

9. Williams correspondence

Letter from Archibald Williams, 20 November 1843, Joseph Smith Papers.

Open source: https://www.josephsmithpapers.org/paper-summary/letter-from-archibald-williams-20-november-1843/1

10. Removal-politics items

A Mormon Bibliography, entries 6799 and 6800a, printed p. 145 in Q. Bibliographic descriptions of surviving items; originals not visually examined.

Open source: https://rsc.byu.edu/sites/default/files/pub_content/pdf/Q.pdf

11. Jason H. Sherman biography

Joseph Smith Papers biographical directory and cited records; 1816–1892.

Open source: https://www.josephsmithpapers.org/person/jason-h-sherman

12. January visit

Joseph Smith journal, entry 10 January 1844; identification as Jason Sherman is probable.

Open source: https://www.josephsmithpapers.org/paper-summary/journal-december-1842-june-1844-book-3-15-july-1843-29-february-1844/235

12 continued. Tax-title business

Jason Sherman to William Clayton, 30 April 1844.

Open source: https://www.josephsmithpapers.org/paper-summary/letter-jason-sherman-to-william-clayton-30-april-1844/1

13. Carthage committee

Published proceedings of 13 June 1844, History of the Church 6:462–466. Published documentary text, distinct from a contemporary manuscript inspected in original.

Open source: https://byustudies.byu.edu/online-book/history-of-the-church-volume-6/volume-6-chapter-22

14. Sherman and later accounts

Robert S. Wicks and Fred R. Foister, Junius and Joseph: Presidential Politics and the Assassination of the First Mormon Prophet (Utah State University Press, 2005), especially “How Wide the Conspiracy,” pp. 250–271. Secondary scholarship; the full 1886 Sherman reminiscence series was not recovered.

Open source: https://digitalcommons.usu.edu/usupress_pubs/42/

15. Sampson and Perkins law notice

Times and Seasons, volume 2, law advertising including 1 December 1840.

Open source: https://www.latterdaytruth.org/pdf/100147.pdf

16. Sampson legal work

Joseph Smith Papers, introduction to Sweeney v. Miller et al.

Open source: https://www.josephsmithpapers.org/paper-summary/introduction-to-sweeney-v-miller-et-al/1

16 continued. Richmond location

Assignment of Judgment, 14 August 1845, Sweeney v. Miller et al.

Open source: https://www.josephsmithpapers.org/paper-summary/assignment-of-judgment-14-august-1845-sweeney-v-miller-et-al/1

17. Proposed historical sketches

Western World, 24 February 1841, p. 2.

Open source: https://warsaw.advantage-preservation.com/viewer/?fn=western_world_usa_illinois_warsaw_18410224_english_2

18. Ferry partnership dissolution

Western World, 8 July 1840, p. 3.

Open source: https://warsaw.advantage-preservation.com/viewer/?fn=western_world_usa_illinois_warsaw_18400708_english_3

19. Town proceedings

Warsaw Signal, 22 May 1844, p. 3; William Ayres trustee.

Open source: https://warsaw.advantage-preservation.com/viewer/?fn=warsaw_signal_usa_illinois_warsaw_18440522_english_3

19 continued. Separate younger Ayres

Warsaw Signal, 23 October 1844, p. 2; payment to William Ayres Jr.

Open source: https://warsaw.advantage-preservation.com/viewer/?fn=warsaw_signal_usa_illinois_warsaw_18441023_english_2

19 continued. Militia lead

A Study of New Harmony Church, modern compiled study; Ayres and Hill entries are identity leads, not verified personal matches or substitutes for original returns.

Open source: https://www.martyrdomstories.com/wp-content/uploads/go-x/u/534912de-aaa0-40c3-9fd2-c5a533873d6c/A-Study-of-New-Harmony-Church-1756998992196.pdf

Research basis: Browning_Ellis_Ayers_Research_Supplement.txt, version 3, including the final affiliation audit. Earlier dossier identifications superseded by that supplement are not adopted here. The supplement records additional candidate-family leads, negative searches and access limitations. This reading edition does not claim a complete examination of unindexed probate, lodge, temple or militia manuscripts.