A Farm Promised and a Family Left Outside

Jesse Spurgin versus Britton Willis

A Hancock County lease dispute with Levi Jackman as witness and Warren and Higbee as counsel

Highlights

- A promised farm, a well dug before possession, and a family left in an “open Cabin” brought Jesse Spurgin into the Hancock County Circuit Court in 1843.
- Contemporary church records connect the plaintiff with Jesse Spurgin, a priest and later Montebello branch leader. His wife Lydia appears beside him in church records and the Nauvoo temple endowment index.
- Witness Levi Jackman had helped build the Kirtland Temple and endured the Missouri expulsions. His later recollections carry the story through the murders of Joseph and Hyrum, bereavement, and the journey west.
- Spurgin’s lawyers were Calvin Warren, who had advised Joseph Smith, and Chauncey Higbee, a former church member who would help publish the Nauvoo Expositor.
- Circuit clerk Jacob Backenstos later defended Mormon residents as sheriff during the violence of 1845. He never joined the Church.
- The papers preserve Spurgin’s complaint, not the court’s final answer. The $1,000 was the damages requested; no award has been found.

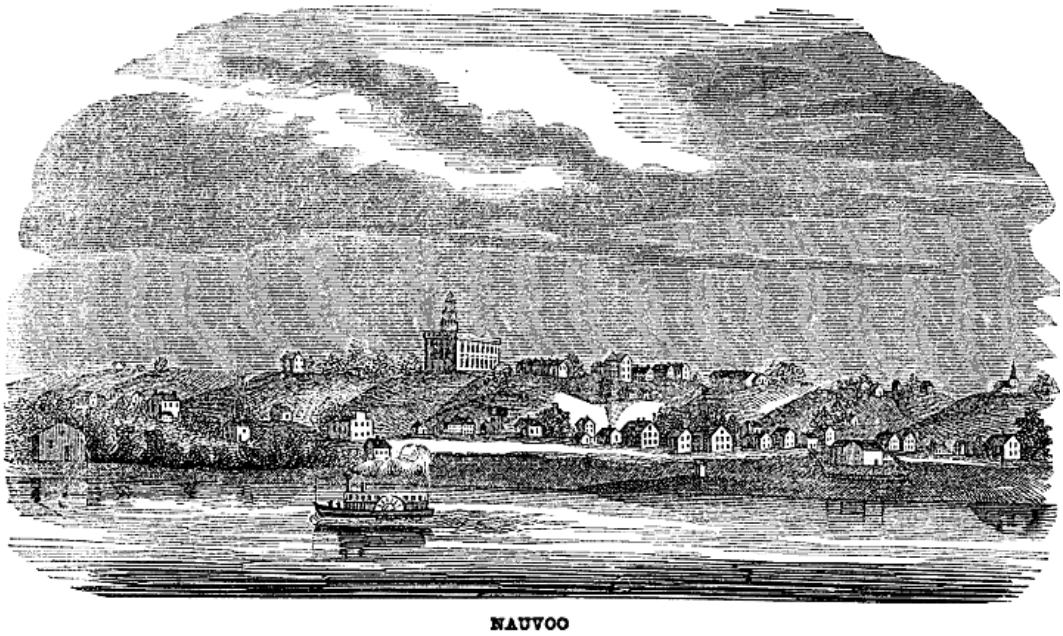
A farm offered a household a place to live and land on which to earn its living. Spurgin’s complaint said he had improved such a place but was denied possession. Around that dispute stand people whose lives reached into temple building, Joseph Smith’s legal affairs, the crisis at Carthage, and the departure from Illinois. Their stories lead from one family’s attempt to obtain a home to a community preparing to leave its homes behind.

This illustrated edition presents the original photographs and transcript, followed by the story, an explanation of the legal papers, and the full participant biographies. Sources and unresolved research questions appear at the back.

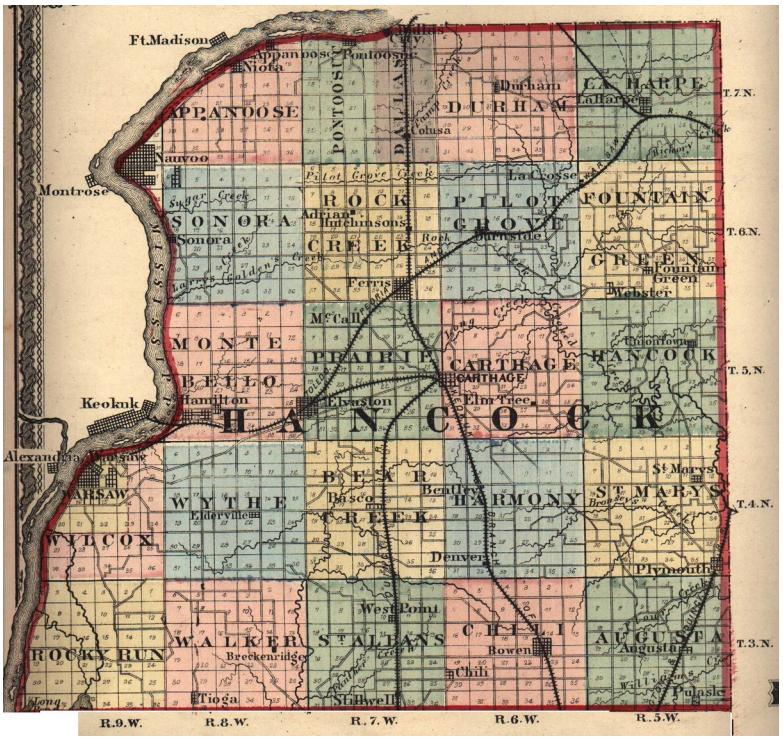
Photographs and transcript

The originals follow in upload order, with sideways photographs turned upright. Overlapping portions of the long declaration appear in successive photographs. The transcript joins their text once, while retaining editorial section labels so every passage can be found in the photographs. The designation “handwritten declaration” is used because authorship of every handwritten entry has not been established; a manuscript written throughout by one person is not necessarily a holograph of the litigant.

Nauvoo and its surrounding country

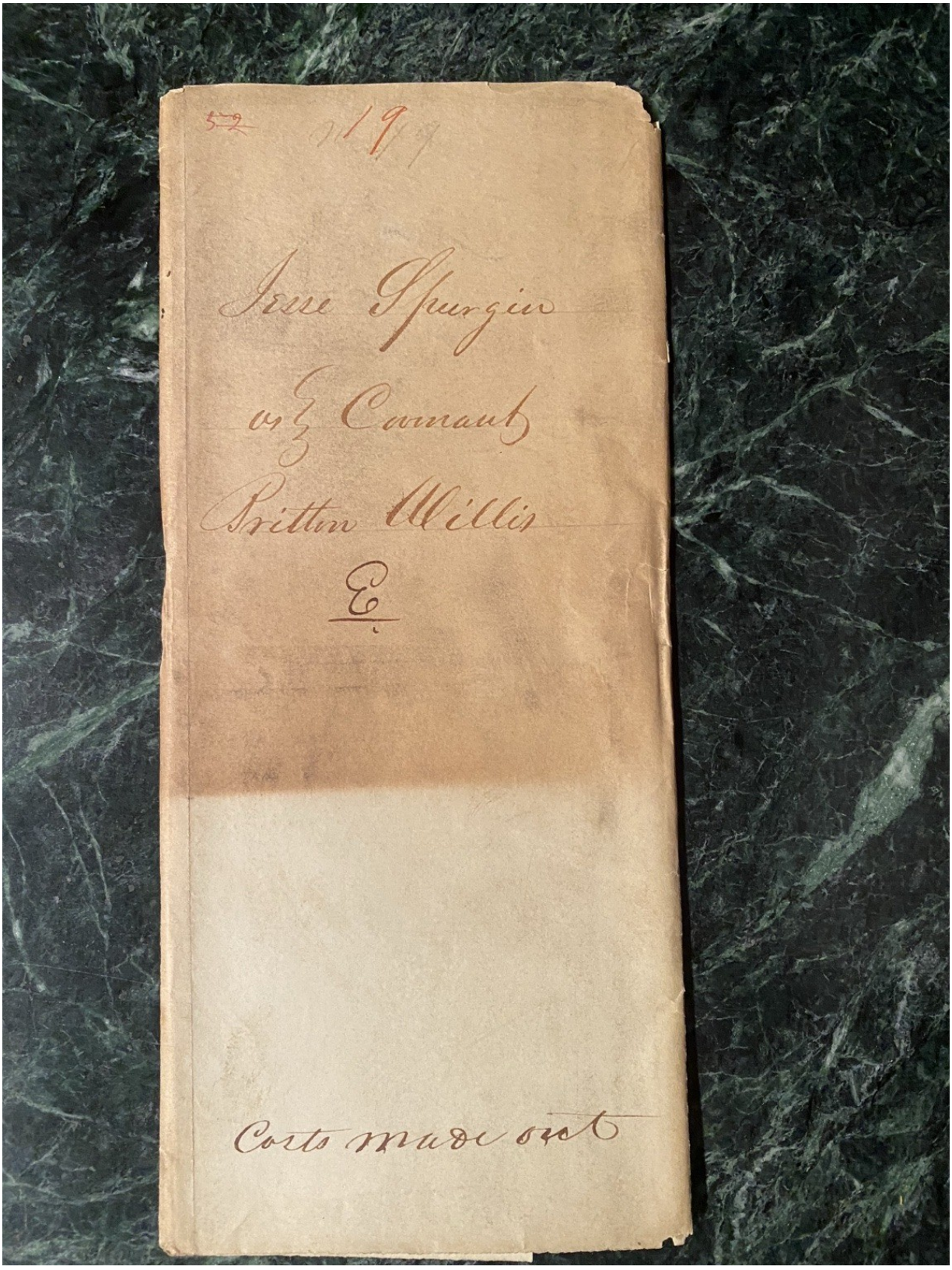


Nauvoo from across the Mississippi. Frontispiece reproduced with J W Gunnison's The Mormons, first published in 1852. This is the remembered river view; the exact edition behind this digital reproduction has not been established. Its completed temple skyline represents a later setting than the 1842–43 lease dispute. Digital reproduction OliverCowdery.com. [44]



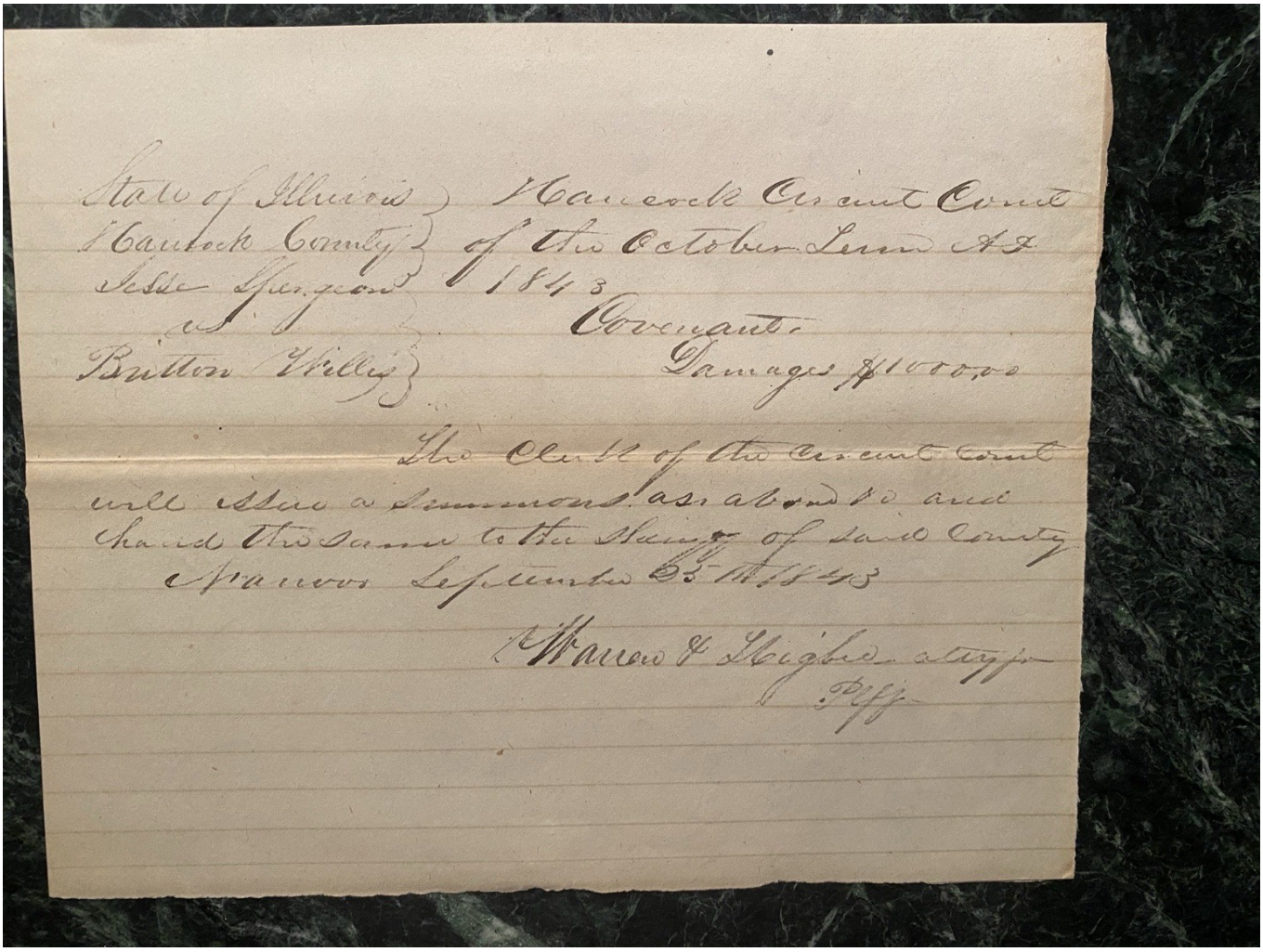
Hancock County in 1875. Nauvoo, Sonora, Montebello, Warsaw, and Carthage place the people in their regional setting. The map is later than the suit; its railroads and later development are not evidence of 1843 conditions. No exact farm boundary is asserted. Hancock County ILGenWeb reproduction. [45]

Original photograph IMG 3710



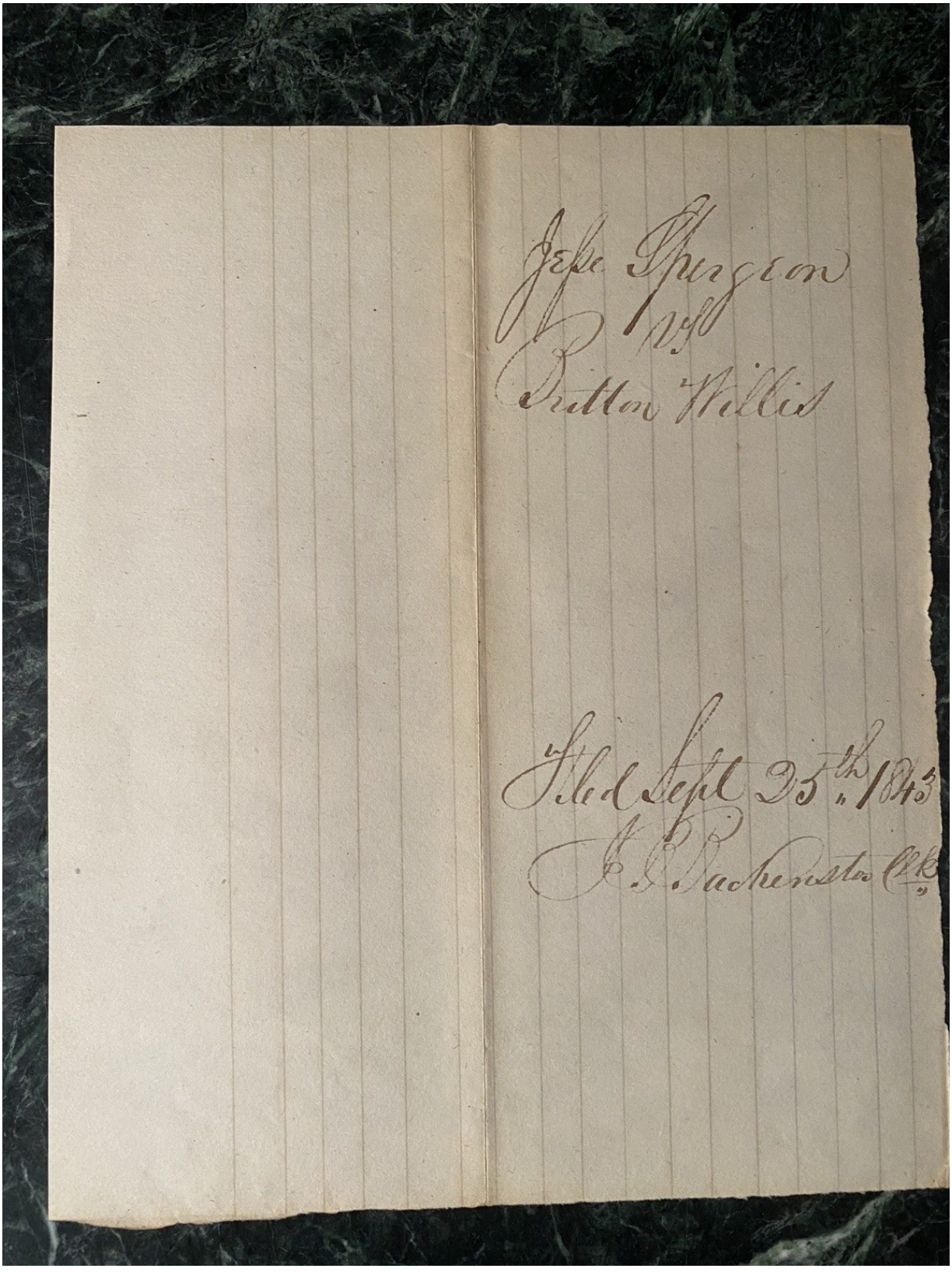
Case wrapper. Owner supplied original.

Original photograph IMG 3711



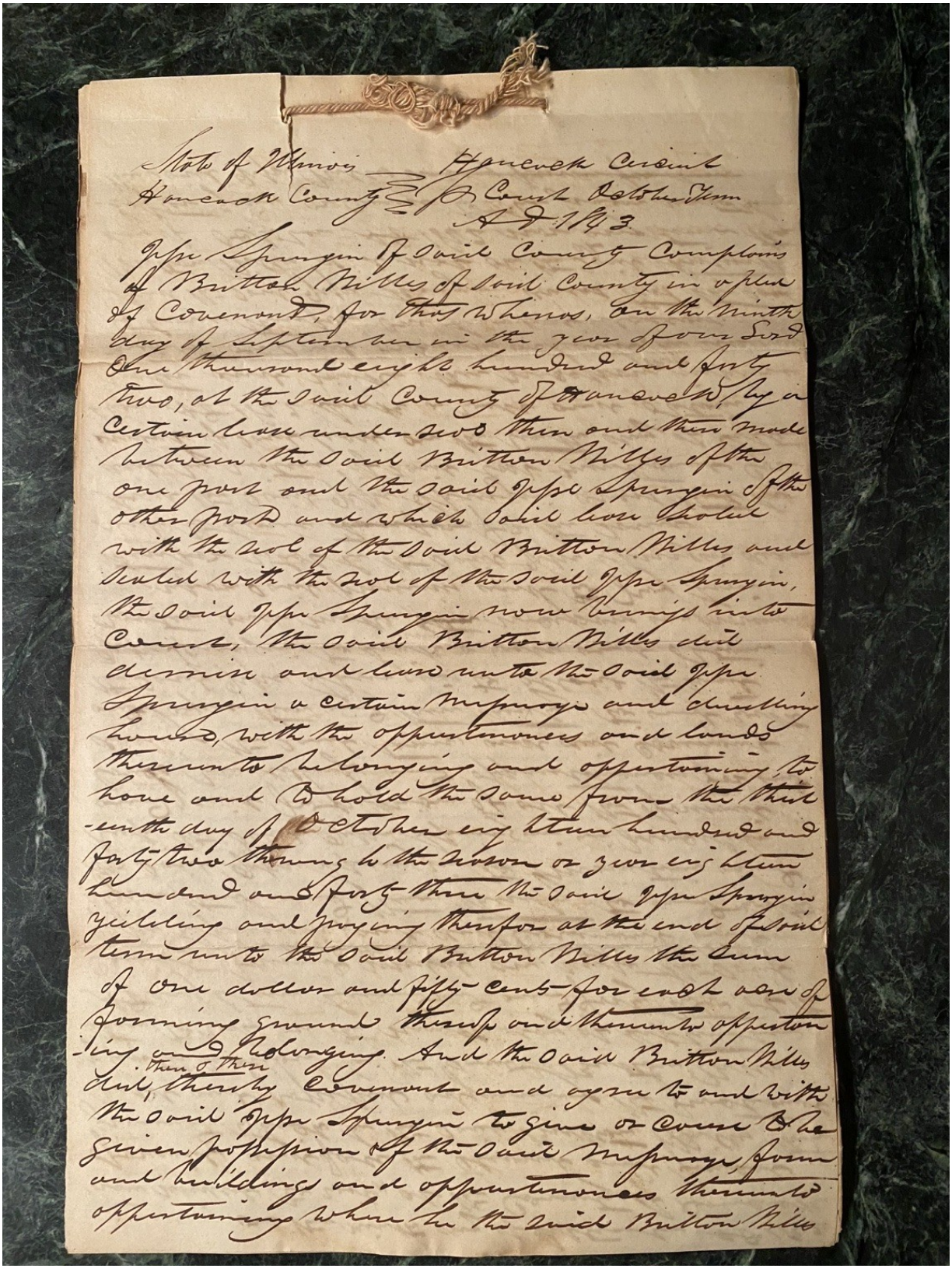
Request for summons dated September 25 1843. Owner supplied original.

Original photograph IMG 3712



Filing endorsement on the request for summons. Owner supplied original.

Original photograph IMG 3713

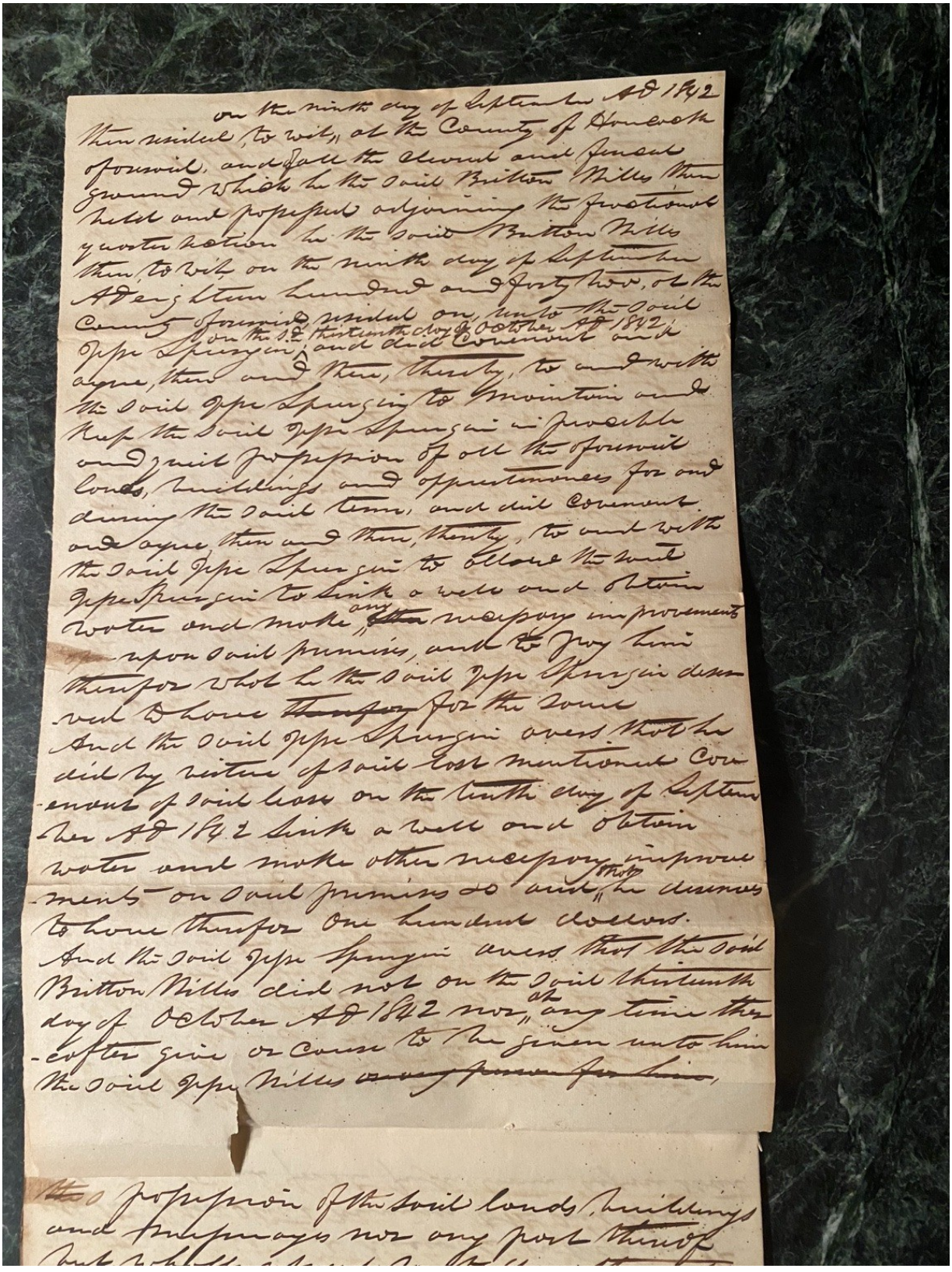


State of Illinois } Hancock County
Hancock County } ss. Court October Term
A.D. 1843.

Jesse Spurgin of said County Complains of Britton Willis of said County in a plea of Covenant, for that Whereas, on the Ninth day of September in the year of our Lord One thousand eight hundred and forty two, at the said County of Hancock, by a certain Lease under Seal then and there made between the said Britton Willis of the one part and the said Jesse Spurgin of the other part and which said Lease sealed with the seal of the said Britton Willis and sealed with the seal of the said Jesse Spurgin, the said Jesse Spurgin now brings into Court, the said Britton Willis did demise and Lease unto the said Jesse Spurgin a certain messuage and dwelling house, with the appurtenances and lands thereunto belonging and appertaining, to have and to hold the same from the first day of October in the year one thousand and forty two thereafter to the end of one year from thence next following and fully to be complete and ended yielding and paying therefor at the end of said term unto the said Britton Willis the sum of one dollar and fifty cents for each acre of farming ground thereof and thereunto appertaining and belonging. And the said Britton Willis did, thereby Covenant and agree to and with the said Jesse Spurgin to give or cause to be given possession of the said messuage, farm and buildings and appurtenances thereunto appertaining when he the said Britton Willis

Declaration D1 opening and lease allegations. Owner supplied original.

Original photograph IMG 3714

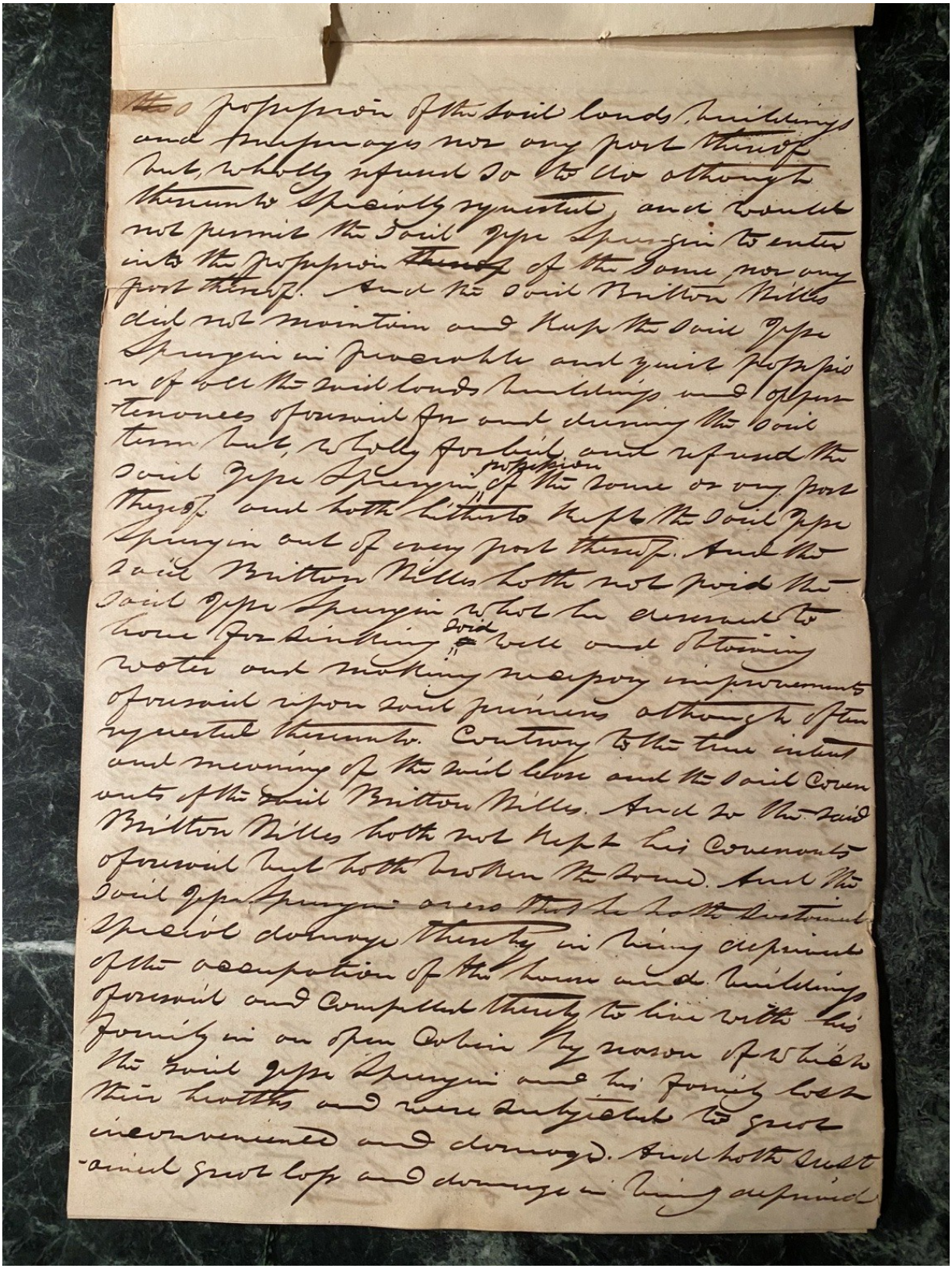


on the ninth day of September AD 1842
then resided, to wit, at the County of Hancock
aforesaid, and did the owner and peaceable
ground which he the said Britton Willis then
held and possessed adjoining the premises
hereinafter mentioned he the said Britton Willis
then, to wit, on the ninth day of September
AD eighteen hundred and forty two, at the
County aforesaid entered into and unto the said
Jesse Spurgin, and did Covenant and
agree, then and there, thereby, to and with
the said Jesse Spurgin to maintain and
keep the said Jesse Spurgin in peaceable
and quiet possession of all the aforesaid
lands, buildings and appurtenances for and
during the said term, and did Covenant
and agree then and there, thereby, to and with
the said Jesse Spurgin to allow the said
Jesse Spurgin to sink a well and obtain
water and make any necessary improvement
upon said premises, and to pay him
therefor what he the said Jesse Spurgin deem
ved & howe therefor for the same
And the said Jesse Spurgin avers that he
did by virtue of said last mentioned Cov
enant of said loss on the tenth day of Septem
ber AD 1842 sink a well and obtain
water and make other necessary improve
ments on said premises & and the damages
to howe therefor one hundred dollars.
And the said Jesse Spurgin avers that the said
Britton Willis did not on the said thirteenth
day of October AD 1842 nor at any time there
after give or cause to be given unto him
the said Jesse Willis any permission for him,

to possession of the said lands, buildings
and premises nor any part thereof

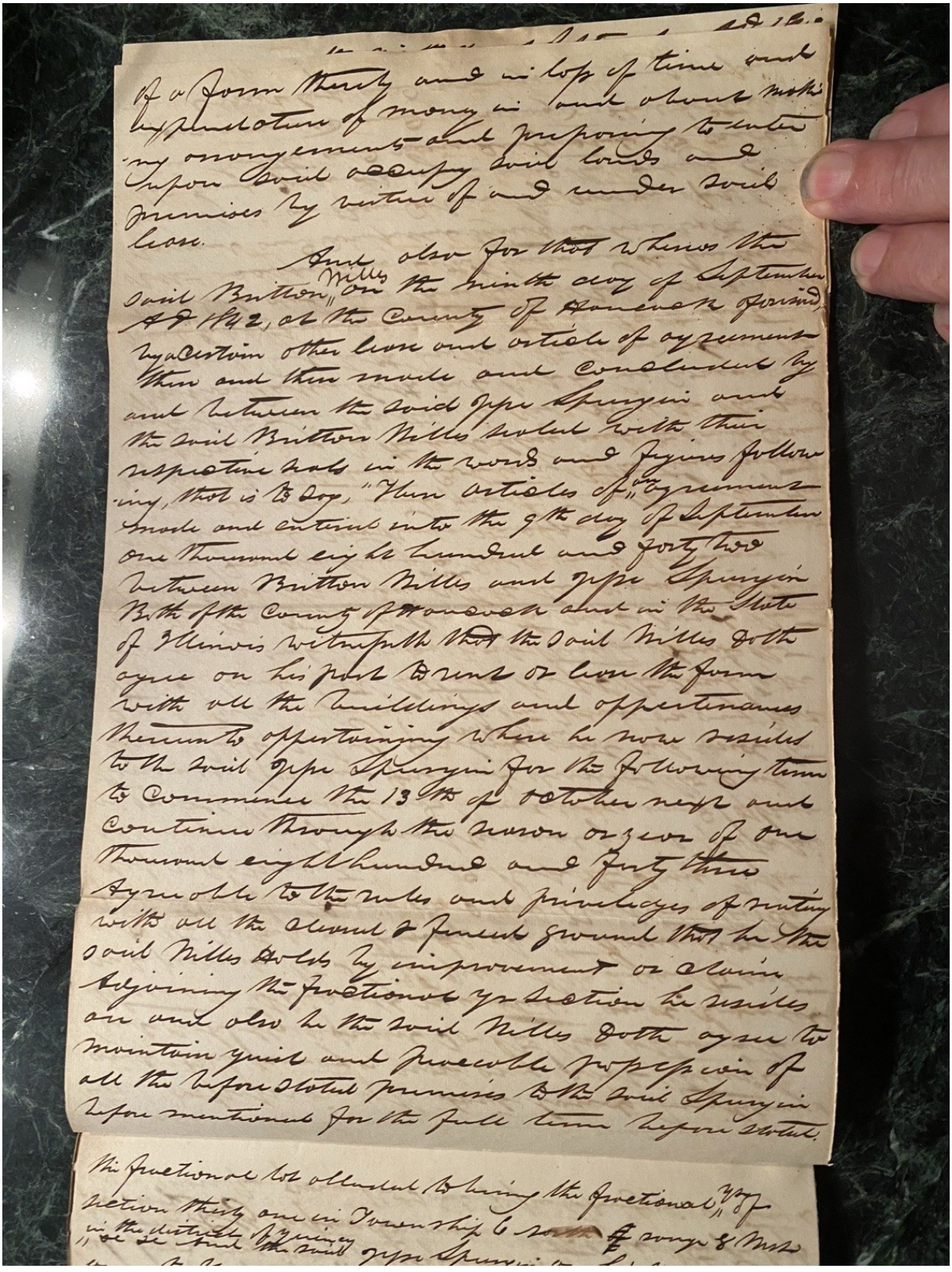
Declaration D2 improvements and first well digging date. Owner supplied original.

Original photograph IMG 3715



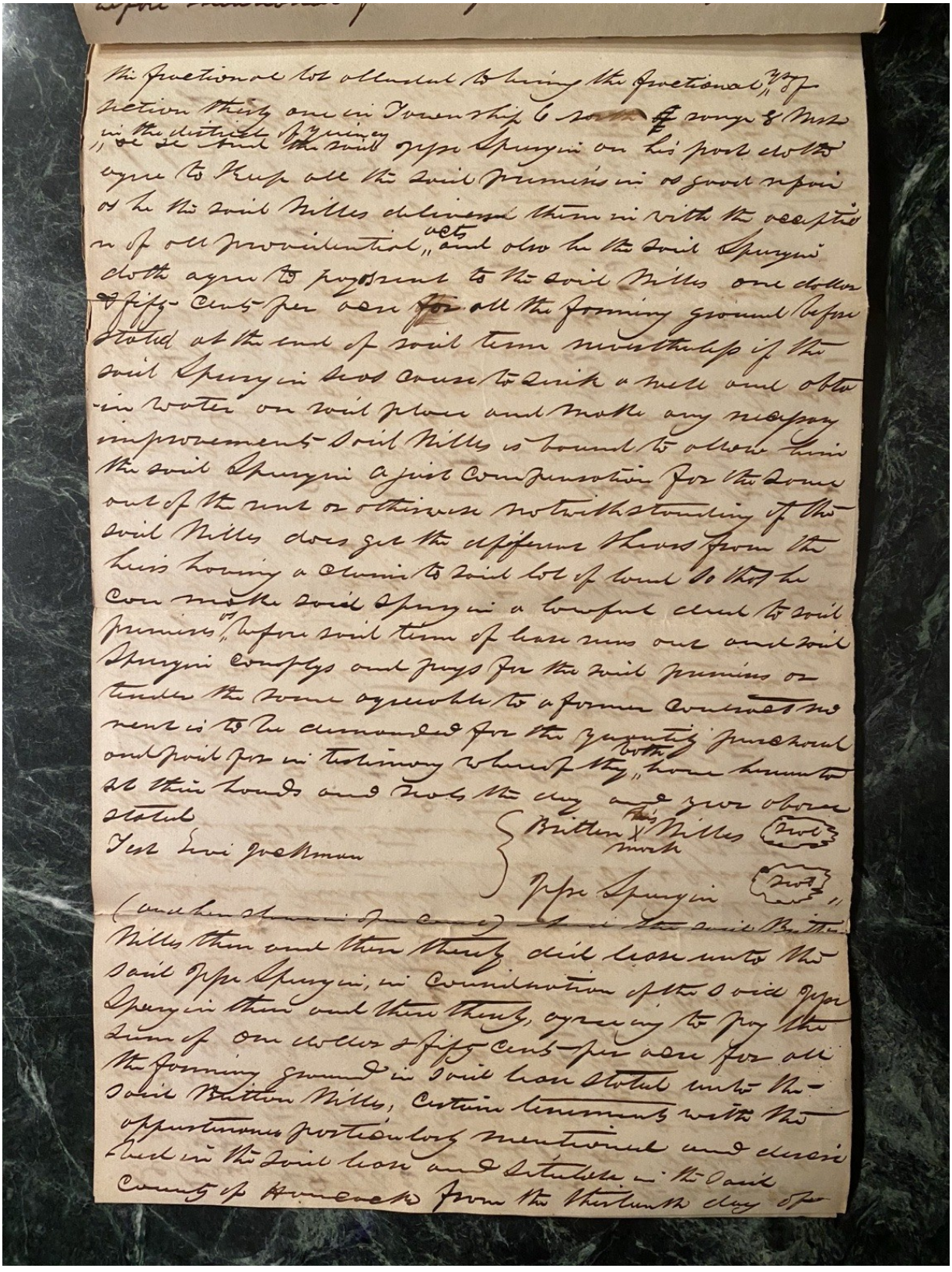
Declaration D3 alleged refusal and injury to the family. Owner supplied original.

Original photograph IMG 3716



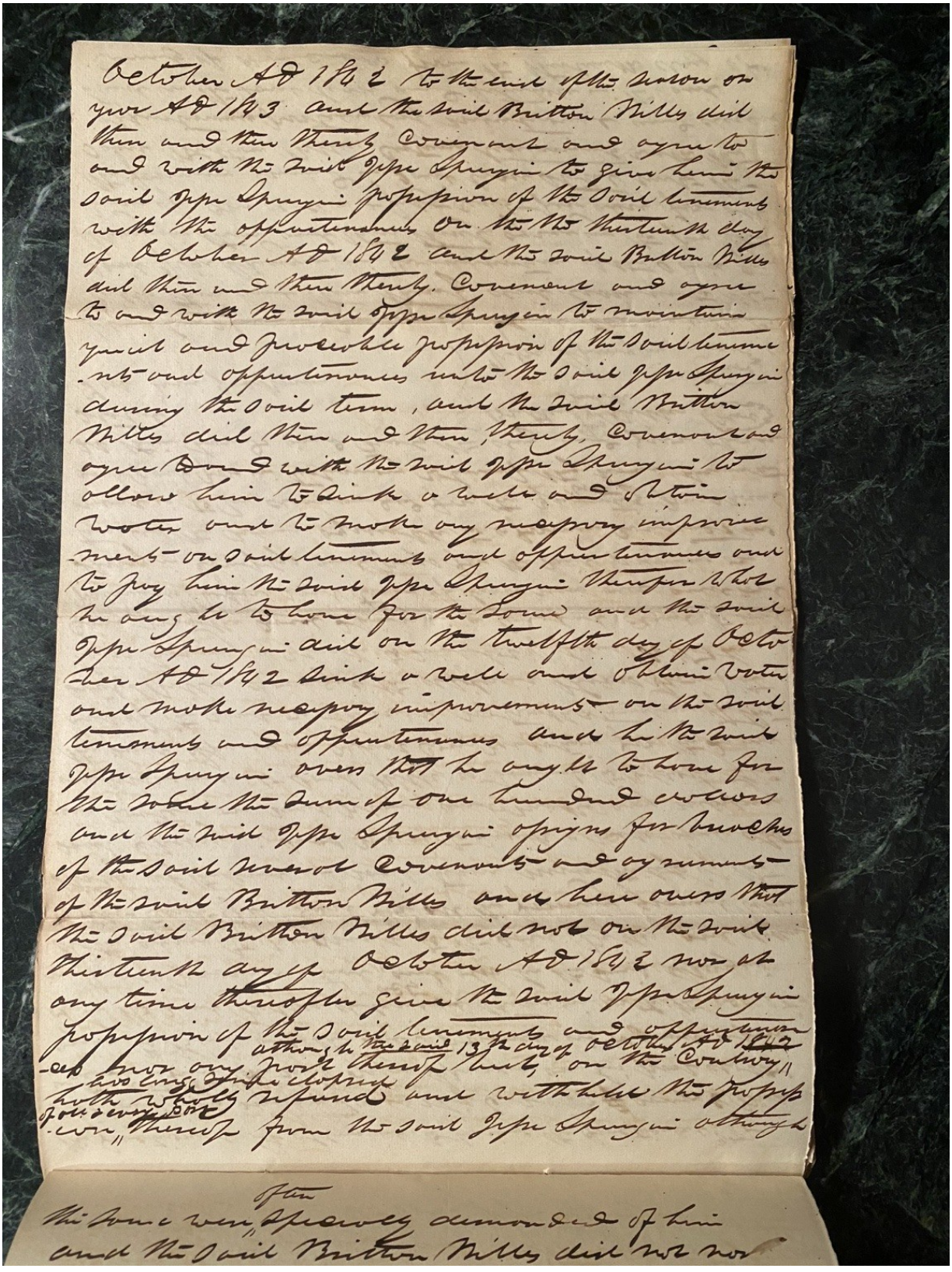
Declaration D4 second count and quoted lease. Owner supplied original.

Original photograph IMG 3717



Declaration D5 copied lease land description and attestation. Owner supplied original.

Original photograph IMG 3718

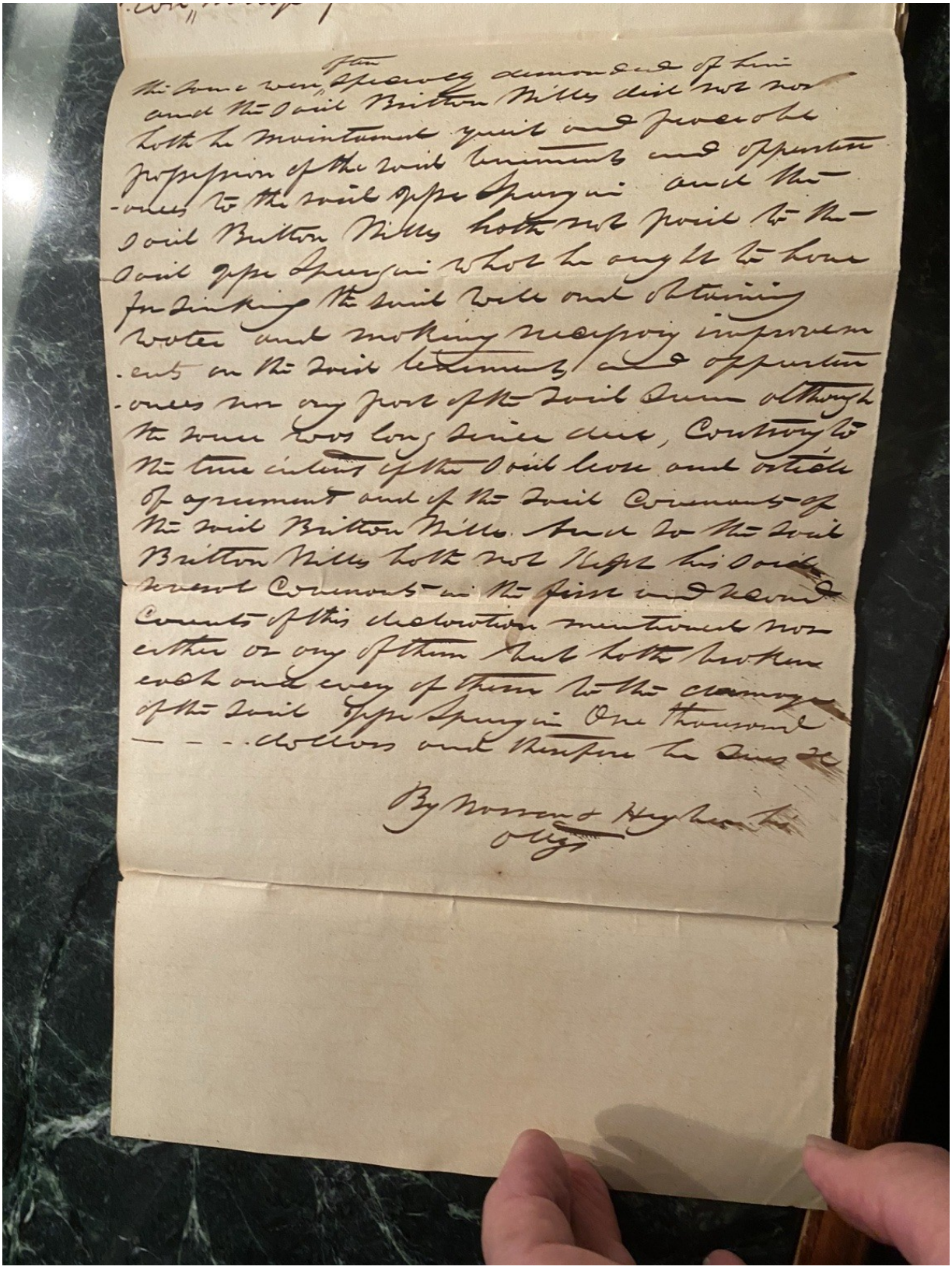


October A.D. 1842 to the end of the season of
year A.D. 1843 and the said Britton Willis did
then and there freely covenant and agree to
and with the said Jesse Spurgin to give him the
said Jesse Spurgin possession of the said tenement
with the appurtenances on the 13th thirteenth day
of October A.D. 1842 and the said Britton Willis
did then and there freely covenant and agree
to and with the said Jesse Spurgin to maintain
quiet and peaceable possession of the said tenement
and appurtenances unto the said Jesse Spurgin
during the said term, and the said Britton
Willis did then and there freely covenant and
agree down with the said Jesse Spurgin to
allow him to sink a well and obtain
water and to make any necessary improve-
ments on said tenements and appurtenances and
to pay him the said Jesse Spurgin whatever
he ought to have for the same and the said
Jesse Spurgin did on the twelfth day of Octo-
ber A.D. 1842 sink a well and obtain water
and make necessary improvements on the said
tenements and appurtenances and he the said
Jesse Spurgin avers that he ought to have for
the same the sum of one hundred dollars
and the said Jesse Spurgin assigns for breaches
of the said several covenants and agreements
of the said Britton Willis and here avers that
the said Britton Willis did not on the said
thirteenth day of October A.D. 1842 nor at
any time thereafter give the said Jesse Spurgin
possession of the said tenements and appurtenan-
ces nor any part thereof but on the contrary
although the said 13th day of October A.D. 1842
was long before the expiration of the said term
both wholly refused and withheld the possess
-ion thereof from the said Jesse Spurgin although

for
the same were repeatedly demanded of him
and the said Britton Willis did not nor

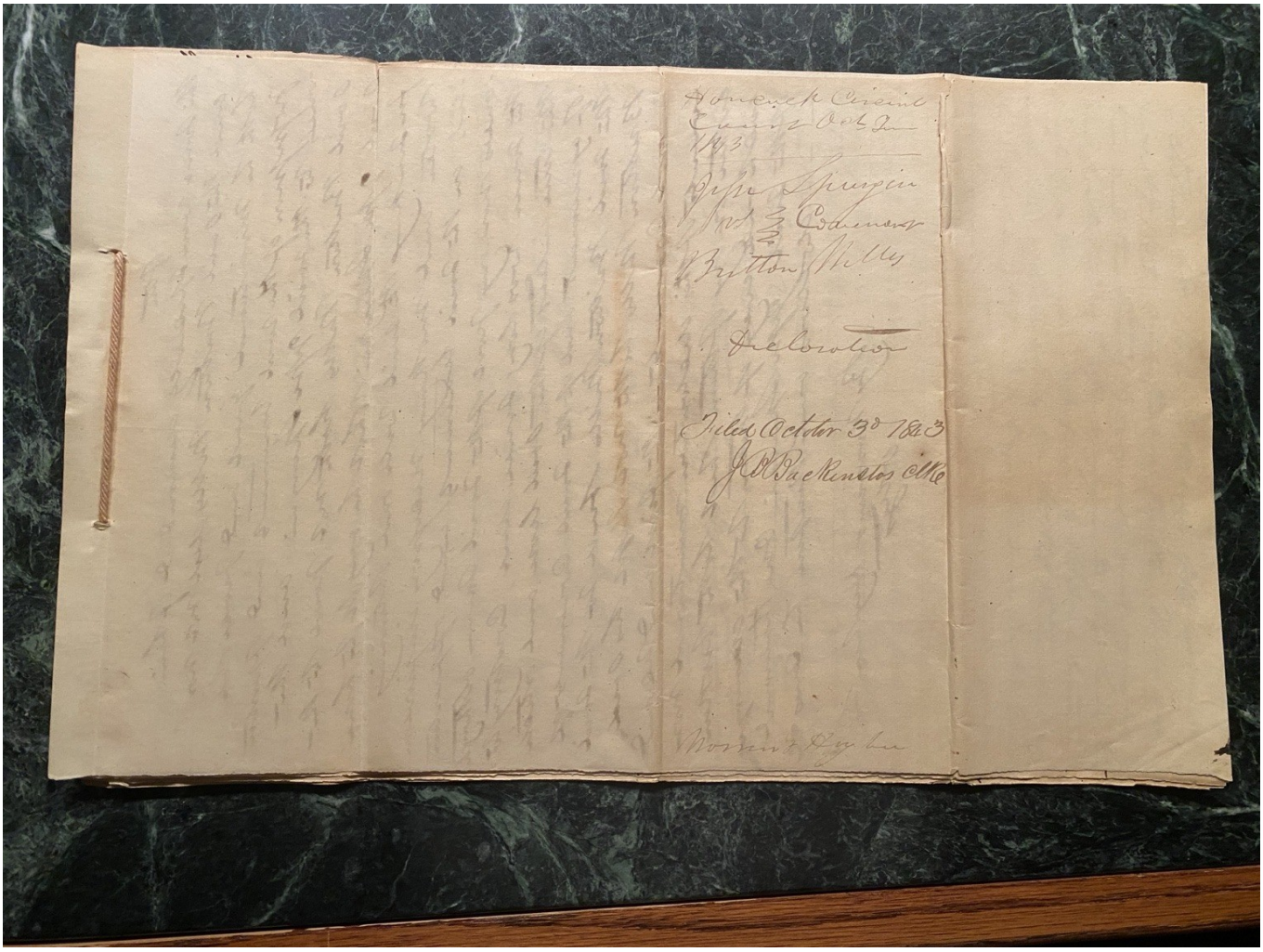
Declaration D6 second count and second well digging date. Owner supplied original.

Original photograph IMG 3719



Declaration D7 conclusion and firm subscription. Owner supplied original.

Original photograph IMG 3720



Declaration endorsement filed October 3 1843. Owner supplied original.

Faithful working transcript

Jesse Spurgin versus Britton Willis
Working diplomatic transcript from IMG_3710 through IMG_3720

EDITORIAL METHOD Spelling, capitalization, grammatical irregularities, and repeated words are retained as read. Long s is rendered s. Paragraphs and line wrapping are editorial; this is not a line-for-line facsimile. <angle brackets> identify interlineated or marginal additions incorporated at their apparent insertion points; [square brackets] identify editorial descriptions or uncertain readings; [illegible] identifies unresolved text. Deleted text is given as [deleted: ...] when legible. Minor overwritten pen strokes are not separately encoded. Photograph overlaps are transcribed once. The declaration has seven photographed text sections, editorially numbered D1–D7; these are not asserted to be original folio numbers. The quoted lease, names, cross mark, and seals occur WITHIN the declaration and are copies, not independently authenticated original signatures. This is a faithful working transcription with explicit unresolved readings, not a certified transcript.

A CASE WRAPPER IMG_3710

[red figures: 52; 19; other faint pencil marks]
Jesse Spurgin
vs } Covenant
Britton Willis
[underlined flourish or filing mark]
Costs made out

B PRAECIPE IMG_3711 rotated 180 degrees

State of Illinois }
Hancock County }
Jesse Spurgin }
vs }
Britton Willis }
Hancock Circuit Court
of the October Term AD
1843
Covenant
Damages $1000.00

The Clerk of the Circuit Court
will issue a Summons as above &c and
hand the Same to the Sheriff of Said County
of Hancock September 25th AD 1843
Warren & Higbee attys
Plff

C PRAECIPE DOCKET IMG_3712 rotated 270 degrees

Jesse Spurgin vs Britton Willis Filed Sept 25th 1843 J B Backenstos Clk [The clerk's initials are highly flourished; identification supported by the clearer declaration docket and contemporary officeholder.]

D1 DECLARATION IMG_3713

State of Illinois }
Hancock County }
Hancock Circuit
Court October Term
AD 1843

Jesse Spurgin of said County Complains of Britton Willis of said County in a plea of Covenant, for that whereas, on the ninth day of September in the year of our Lord One thousand eight hundred and forty two, at the said County of Hancock, by a certain lease under seal then and there made between the said Britton Willis of the one part and the said Jesse Spurgin of the other part and which said lease sealed with the seal of the said Britton Willis and sealed with the seal of the said Jesse Spurgin, the said Jesse Spurgin now brings into Court, the said Britton Willis did demise and lease unto the said Jesse Spurgin a certain messuage and dwelling house with the appurtenances and lands thereunto belonging and appertaining, to have and to hold the same from the thirteenth day of October eighteen hundred and forty two through the season or year eighteen hundred and forty three the said Jesse Spurgin yielding and paying therefor at the end of said term unto the said Britton Willis the sum of one dollar and fifty cents for each acre of farming ground thereby and thereunto appertaining and belonging. And the said Britton Willis did <then & there> thereby Covenant and agree to and with the said Jesse Spurgin to give or cause to be given possession of the said messuage farm and buildings and appurtenances thereunto appertaining where he the said Britton Willis

D2 DECLARATION IMG_3714

on the ninth day of September AD 1842 then resided, to wit, at the County of Hancock aforesaid, and also the cleared and fenced ground which the said Britton Willis then held and possessed adjoining the fractional quarter Section he said Britton Willis then, to wit on the ninth day of September AD eighteen hundred and forty two, at the County aforesaid resided on, unto the said Jesse Spurgin <on the said thirteenth day of October AD 1842> and did Covenant and agree, then and there, thereby, to and with the said Jesse Spurgin to maintain and keep the said Jesse Spurgin in peaceable and quiet possession of all the aforesaid lands, buildings and appurtenances for and during the said term, and did Covenant and agree, then and there, thereby, to and with the said Jesse Spurgin to allow the said Jesse Spurgin to sink a well and obtain water and make <any> [deleted: other] necessary improvements upon said premises, and to pay him therefor what he the said Jesse Spurgin deserved to have [deleted: therefor] for the same And the said Jesse Spurgin avers that he did by virtue of said last mentioned Covenant of said lease on the twelfth day of Septem ber AD 1842 sink a well and obtain water and make other necessary improvements on said premises so [as?] <that> he deserves to have therefor one hundred dollars. And the said Jesse Spurgin avers that the said Britton Willis did not on the said thirteenth day of October AD 1842 nor <at> any time thereafter give or cause to be given unto him the said Jesse [deleted: Willis any possession of said] [The deleted passage runs into the next photographed section.]

D3 DECLARATION IMG_3715

[deleted: the] possession of the said lands, buildings and appurtenances nor any part thereof but wholly refused so to do although thereunto specially requested, and would not permit the said Jesse Spurgin to enter into the possession [deleted: thereof] of the same nor any part thereof. And the said Britton Willis did not maintain and keep the said Jesse Spurgin in peaceable and quiet possession of all the said lands, buildings and appur tenances aforesaid for and during the said term, but wholly forbid and refused the said Jesse Spurgin <possession> of the same or any part thereof and hath hitherto kept the said Jesse Spurgin out of every part thereof. And the said Britton Willis hath not paid the said Jesse Spurgin what he deserved to have for sinking <said> well and obtaining water and making necessary improvements aforesaid upon said premises although often requested thereunto. Contrary to the true intent and meaning of the said lease and the said Coven ants of the [deleted: said] Britton Willis. And so the said Britton Willis hath not kept his Covenants aforesaid but hath broken the same. And the said

Jesse Spurgin avers that he hath sustained special damage thereby in being deprived of the occupation of the house and buildings aforesaid and compelled thereby to live with his family in an open Cabin by reason of which the said Jesse Spurgin and his family lost their health and were subjected to great inconveniences and damage. And hath sustained great loss and damage in being deprived

D4 DECLARATION IMG_3716

of a farm thereby and in loss of time and expenditure of money in and about mak ing arrangements and preparing to enter upon and occupy said lands and premises by virtue of and under said lease.

And also for that whereas the said Britton <Willis> on the ninth day of September AD 1842, at the County of Hancock aforesaid, by certain other lease and articles of agreement then and there made and concluded by and between the said Jesse Spurgin and the said Britton Willis sealed with their respective seals in the words and figures follow ing, that is to say "These articles of <ag>reement made and entered into the 9th day of September one thousand eight hundred and forty two between Britton Willis and Jesse Spurgin Both of the County of Hancock and in the State of Illinois witnesseth that the said Willis doth agree on his part to rent or lease the farm with all the buildings and appertanances thereunto appertaining where he now resides to the said Jesse Spurgin for the following term to commence the 13th of October next and Continue through the season or year of one thousand eight hundred and forty three Agreeable to the rules and priveleges of renting with all the cleared & fenced ground that he the said Willis holds by improvement or claim adjoining the fractional qr Section he resides on and also he the said Willis doth agree to maintain quiet and peaceable possession of all the aforesaid premises to the said Spurgin before mentioned for the full time before stated,

D5 DECLARATION AND COPIED LEASE IMG_3717

the fractional lot alluded to being the fractional <N.W.> qr Section thirty one in Township 6 [deleted or overwritten: south] <north> of range 8 West <in the military Bounty [tract?]> & he the said Jesse Spurgin on his part doth agree to keep all the said premises in as good repair as he the said Willis delivered them in with the exception of all providential <acts> and also he the said Spurgin doth agree to pay as rent to the said Willis one dollar & fifty cents per acre for all the farming ground before stated at the end of said term nevertheless if the said Spurgin sees cause to sink a well and obtain water on said place and make any necessary improvements said Willis is bound to allow him the said Spurgin a just compensation for the same out of the rent or otherwise notwithstanding if the said Willis does get the afforema lands from the heirs having a claim to said lot of land so that he Can make said Spurgin a lawful deed to said premises <before> said term of lease runs out and said Spurgin excepts and pays for the said premises or tenders the same agreeable to a former contract no rent is to be demanded for the year aforesaid and said parties in testimony whereof they <doth> have hereunto set their hands and seals the day and year above stated Britton X Willis [seal] mark Jesse Spurgin [seal] Test Levi Jackman

[The lease quotation ends here in substance. The succeeding text resumes the attorney's pleading. The word resembling "afforema" is unresolved and may be a contraction or faulty form of "aforenamed"; it is not silently expanded.]

[deleted: and he [illegible] Covenant ... the said Britton] Willis then and there thereby did lease unto the said Jesse Spurgin in Consideration of the said Jesse Spurgin then and there thereby agreeing to pay the sum of one dollar & fifty cents per acre for all the farming ground in said lease stated unto the said Britton Willis, Certain tenements with the

Appurtenances particularly mentioned and descri
bed in the said lease and situate in the said
County of Hancock from the thirteenth day of

D6 DECLARATION IMG_3718

October AD 1842 to the end of the season or year AD 1843 and the said Britton Willis did then and there thereby Covenant and agree to and with the said Jesse Spurgin to give him the said Jesse Spurgin possession of the said tenements with the appurtenances on the [deleted: th] thirteenth day of October AD 1842 and the said Britton Willis did then and there thereby Covenant and agree to and with the said Jesse Spurgin to maintain quiet and peaceable possession of the said tenements and appurtenances unto the said Jesse Spurgin during the said term, and the said Britton Willis did then and there thereby Covenant and agree to and with the said Jesse Spurgin to allow him to sink a well and obtain water and to make any necessary improvements on said tenements and appurtenances and to pay him the said Jesse Spurgin therefor what he deserves to have for the same and the said Jesse Spurgin did on the twelfth day of Octo ber AD 1842 sink a well and obtain water and make necessary improvements on the said tenements and appurtenances and he the said Jesse Spurgin avers that he ought to have for the whole the sum of one hundred dollars and the said Jesse Spurgin assigning for breaches of the said several Covenants and agreements of the said Britton Willis and here avers that the said Britton Willis did not on the said thirteenth day of October AD 1842 nor at any time thereafter give the said Jesse Spurgin possession of the said tenements and appurtenances nor any <either on the said 13th day of October AD 1842 [or?] at> part thereof but on the Contrary <two [illegible] divers times> hath wholly refused and withheld the possession <of the said tenements [illegible]> thereof from the said Jesse Spurgin although [Dense interlineations at the foot of this section remain partly unresolved.]

D7 DECLARATION IMG_3719

the same were <often> specially demanded of him and the said Britton Willis did not nor hath he maintained quiet and peaceable possession of the said tenements and appurtenances to the said Jesse Spurgin and the said Britton Willis hath not paid to the said Jesse Spurgin what he ought to have for sinking the said well and obtaining water and making necessary improvements on the said tenements and appurtenances nor any part of the said sum although the same was long since due, Contrary to the true intent of the said lease and articles of agreement and of the said Covenants of the said Britton Willis. And so the said Britton Willis hath not kept his said several Covenants in the first and second Counts of this declaration mentioned nor either or any of them but hath broken each and every of them to the damage of the said Jesse Spurgin One thousand [space or cancelled marks] dollars and therefore he sues &c By Warren & Higbee his attys

E DECLARATION DOCKET IMG_3720 rotated 270 degrees

Hancock Circuit
Court Oct Term
1843
Jesse Spurgin
vs } Covenant
Britton Willis
Declaration
Filed October 3d 1843
J B Backenstos Clk
Warren & Higbee

READINGS TO RETAIN FOR REVIEW 1. The working case title is Jesse Spurgin versus Britton Willis. The plaintiff's surname has historical variants, including Spurgeon; the documents and contemporary petition favor Spurgin. 2. September 25, 1843 is the praecipe filing date; October 3, 1843 is the declaration filing date. The declaration docket reads 3d, not 30. 3. D2 alleges well digging on September

12, 1842; D6 alleges October 12, 1842. Both readings are retained. The difference cannot be resolved by choosing the more convenient date. 4. In the copied lease's land description, the apparent change from south to north is retained. The resulting reading is NW fractional quarter of section 31, township 6 north, range 8 west. Published property notes for Britton Willis corroborate section 31, NW, T6 R8, but do not substitute for an original deed search. 5. The supposed original lease itself is not separately photographed. The words, mark, seals, and witness name are reproduced inside the two-count declaration. The statement that the lease is brought into court does not mean the attached photographs include that original exhibit. 6. The overlap between consecutive photographs has been removed once only. A few cancelled words and dense insertions are unresolved; no missing phrase has been manufactured from legal formula.

The story in the papers

A well before a home



A comparison for log construction, not Spurgin’s dwelling. William J Root’s 1891 photograph titled Lincoln’s Log Cabin shows a building advertised as an Illinois cabin of 1831. Its date and enclosed construction do not document the condition of the open cabin alleged in this lawsuit. Amon Carter Museum of American Art, public domain. [47]

The well was dug before the promised move. That was Jesse Spurgin’s account when his lawyers brought his complaint into court: he had sunk a well, found water, and improved a farm that Britton Willis had agreed to let him occupy. When the time came to take possession, he said, Willis kept him out. The house, the outbuildings, and the farming ground remained beyond his reach. [1]

Instead, according to the declaration, Spurgin and his family lived in an “open Cabin” and lost their health. Those few words give the dispute its human weight. The complaint names no illness and describes no particular night of exposure. It does say that the arrangement intended to provide a dwelling and a livelihood had left the household without the home it expected. [1]

On September 9, 1842, the two men had made an agreement for the farm where Willis then lived. Spurgin was to take possession on October 13 and remain through the next agricultural season or year. He would pay $1.50 for each acre of farming ground at the end of the term. Necessary improvements, including a well, were to be compensated from the rent or otherwise. Spurgin later valued the work he had done at $100. [1]

There was even a possibility of buying the place. If Willis obtained title from the heirs who claimed the land, and if Spurgin fulfilled the earlier purchase arrangement on the stated terms, he could receive a deed and owe no rent for the year. For the moment, however, the immediate undertaking was a tenancy: a family was to have a house and the use of a farm. [1]

Jesse and Lydia among the Saints

Spurgin belonged to the church community south of Nauvoo. A petition dated October 18, 1842, only days after the promised beginning of the tenancy, lists Jesse Spurgin as a priest. Lydia and Susanna Spurgin follow his name. Levi Jackman, the witness named in the farm agreement, also signed. The shared names, place, and date strongly connect the man in the lawsuit with this congregation of Saints. [1, 2]

The petition asked for more convenient branch boundaries, including the brethren at Montebello. When the Nauvoo high council reconsidered it in November, a council member reported that Joseph and Hyrum Smith wished the request granted if that was what the petitioners desired. The council agreed. Jesse's family appears here among people arranging their local religious life with the attention of the Church's presidents, beyond Nauvoo's better-known central streets. [2]

Lydia is less visible than Jesse in the surviving accounts, but her name does not disappear. She appears with him in that petition and, later, in the published index of Nauvoo temple endowments. The index records both receiving their endowments on January 12, 1846. Their daughter Sarah Elizabeth Spurgin Winter also appears in the Nauvoo Relief Society record. These records give the household a place in the community's religious history, even though Lydia's own account of the farm dispute has not survived in this packet. [2, 24, 35]

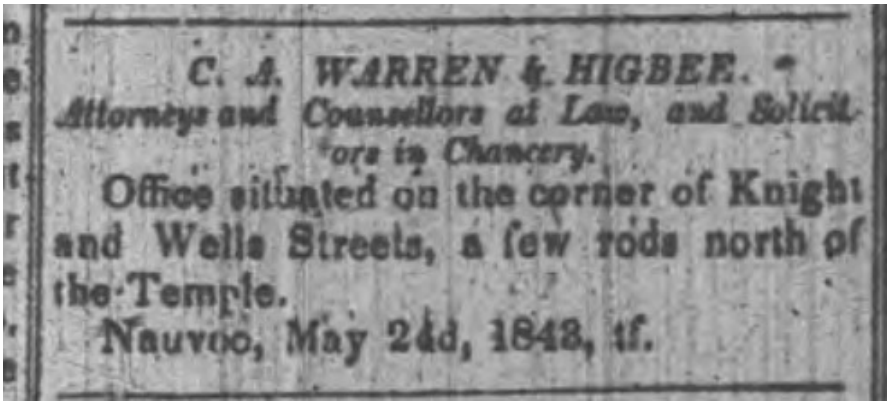
The man who witnessed the bargain

The witness to the agreement was a carpenter who knew something of losing a home. Levi Jackman had taken his family to Missouri in 1832 and had lived through expulsion from Jackson County, removal from Clay County, and the later departure from the state. His account of losses included buildings, crops, property sold under pressure, and the cost of moving his family. By the time his name appeared beside Spurgin's agreement, he had repeatedly begun again. [7, 10, 15]

He was also a temple builder. Leaving his family in Missouri, he had traveled east and worked on the Kirtland Temple; his account credits him with 194 days of labor. A letter home in February 1836 described progress as the lower room reached the painters. After settling at Commerce in 1839, he continued his trade and worked on the Nauvoo Temple. His church service included the Missouri high council and missionary work. [7, 17]

The declaration preserves his attestation within its copy of the lease. His testimony about this bargain is not among the surviving papers, so we do not know what he would have told the court. What we do have is the name of an experienced builder and church officer attached to an agreement for another household's use of land and shelter. [1]

The lawyers at the door


C. A. WARREN & HIGBEE.
Attorneys and Counsellors at Law, and Solicitors in Chancery.
Office situated on the corner of Knight and Wells Streets, a few rods north of the Temple.
Nauvoo, May 24d, 1843, tf.

Warren and Higbee's actual advertisement in the Nauvoo Neighbor, May 24, 1843, page 3. The firm advertised an office near the temple. BYU Studies digital scan. [6]

By September 1843, Spurgin had turned to Warren and Higbee. Their advertisement in the Nauvoo Neighbor offered legal services from an office near the temple. The partners were Calvin Averill Warren and Chauncey Lawson Higbee. Both would be familiar with the world surrounding Joseph Smith, though their relationships with him were very different. [6, 14]

Warren had advised Joseph and other Saints in bankruptcy matters in 1842. His surviving correspondence dealt with their cases and defended his public position toward the Saints. When Spurgin needed an attorney, one of the men acting for him had already worked on Joseph's financial troubles. [11, 30]

Chauncey was a son of Elias Higbee, a church officer who had served alongside Jackman in council business at Kirtland. Chauncey had joined the Church as a boy and followed his family through Missouri into Illinois. He served in the Nauvoo Legion but was excommunicated in May 1842, before taking this case. In June 1844 he would be among the publishers of the Nauvoo Expositor. Here, in the earlier farm dispute, he was helping a church-connected plaintiff seek a civil remedy. [12, 16, 31]

The engagement brought together men whose religious and political paths were diverging. It establishes legal work for a client, without explaining their private feelings toward one another. Nor does Willis's place as defendant establish a religious quarrel. His response to Spurgin's allegations has not been recovered. [1]

The lawyers requested a summons on September 25, 1843, and filed their declaration on October 3. They demanded $1,000 in damages for the denied possession, unpaid improvements, wasted preparations, and alleged injury to the family. That was the amount they asked the court to award. The papers before us contain no judgment granting it. [1]

Receiving the papers was circuit clerk Jacob B. Backenstos. He was a friend of Joseph and the Saints, a member of Nauvoo Lodge, and an officer in the Nauvoo Legion, but he never became a church member. His name entered this case as a county official. Two years later, as sheriff, he would be defending Mormon residents while their homes burned. [33, 39]

News from Carthage

The next summer carried these men into a different history. Jackman left on June 5, 1844, for an Illinois mission that combined preaching with support for Joseph Smith's presidential candidacy. While away, he heard reports that Joseph and Hyrum were imprisoned and then that they had been killed. At first he could not believe the news. He returned on July 29 to a community in mourning. His recollection preserves the experience of receiving terrible news at a distance and coming home to its consequences. [9, 20]

Warren's name would reappear in the legal aftermath. Backenstos accused him of belonging to the mob that killed the brothers; that remains an attributed accusation, not a conviction. Warren subsequently served among the lawyers defending the men tried for Joseph's murder in 1845. The attorney who had worked for Joseph in bankruptcy and for Spurgin in covenant now took part in that trial. [11]

For Backenstos, the crisis continued into the violence of September 1845. His proclamation ordered rioters to disperse and summoned men to defend residents and restore the law. He described Mormon restraint as homes and other property were destroyed. The clerk's familiar name on the 1843 filing thus belongs to an official who later faced the county's struggle over the Saints' continued presence. [39]

From obtaining a farm to selling homes

By the autumn of 1845, Spurgin had a new responsibility. The Nauvoo Neighbor named him and Eleazer Miller to act for Montebello in arrangements for selling the Saints' lands. The man who had asked a court to secure his rights under a farm agreement was now helping with the property arrangements of a departing community. [3, 43]

Warren Foote remembered him as Dr. Spergen, the Montebello branch's presiding elder. Foote's entries show both medical attendance and disagreement within the congregation. In one painful episode, he attributed the doctor's initial refusal to visit his sick mother to a branch division; later entries record the doctor attending the family. Spurgin emerges as a local leader and physician whose relationships could be strained, even while neighbors depended on his help. That judgment about the refusal is Foote's, and must remain attributed to him. [4]

For Jackman, preparing to leave meant building wagons after working on the temple. Angeline, his wife of twenty-eight years, became well enough during her final illness to be taken to the temple with him. The endowment index dates their ordinances to December 17, 1845. She died on January 24, 1846. In his recollection, the approaching departure was inseparable from the loss of the woman with whom he had made his earlier homes. [9, 35]

In Iowa, he still had to assemble the means to travel. He exchanged wagon woodwork, with additional compensation, for an old wagon he could use; traded his pony for oxen; and worked for flour. By 1847 he was traveling with Brigham Young's pioneer company. His journal follows the work of the journey and the difficulties of beginning life in the valley. [8, 9, 21]

Spurgin's road can be followed into Iowa too. Foote's emigrating company included the doctor, and Jessie Spergen was appointed to defend accused persons in the camp's internal proceedings. A daughter married Noah Cotton in camp. On July 2, 1846, Foote's party continued toward the Bluffs, leaving Dr. Spergen behind because he was not ready. From that point, their journeys cannot be treated as one. [4]

A later record brings Jesse and Lydia into view together again. The published transcription of the 1850 census for Jackson Township, Andrew County, Missouri lists Jesse Spurgeon, a physician aged sixty-nine, with Lydia, also sixty-nine, beside Sarah Winters's household. The combination of names, ages, occupation, and family proximity makes this a strong match. It places the likely couple in Missouri without supplying a story of their arrival or resolving their conflicting death records. [36]

The family behind the complaint

The court's final answer remains missing. We cannot say whether Spurgin recovered compensation, whether Willis persuaded the court, or whether the men reached an agreement outside it. The surviving complaint gives us one side of the dispute. [1]

It also preserves a household at a particular moment: work invested in a well, a move expected, a farm withheld, and illness alleged in the shelter that followed. Jesse would later help neighbors arrange land sales; Lydia would appear with him in the temple index and, probably, in Missouri. Jackman would build wagons and go west. Their later lives lead back to the simple undertaking at the center of this case—the promise of a place where a family could live and work. [1, 3, 9, 35, 36]

What the case is about

Jesse Spurgin was the plaintiff and proposed tenant. Britton Willis was the defendant and proposed landlord. Spurgin's attorneys brought an action of covenant in the Hancock County Circuit Court for its October 1843 term. Their praecipe, dated September 25, instructed the clerk to issue a summons and deliver it to the sheriff. The separate declaration was filed October 3, 1843. A wrapper says "Costs made out," but supplies no judgment or named winner. [1]

The undertaking was dated September 9, 1842. As copied in the pleading, Willis agreed to rent the farm where he lived, with buildings, appurtenances, and adjoining cleared and fenced ground held by improvement or claim. The tenancy was to begin October 13, 1842 and continue through the season or year 1843. The rent was $1.50 per acre of farming ground, payable at the end of the term. That rate cannot be multiplied into a reliable total: the packet does not state how many acres actually counted as farming ground. [1]

The copied description identifies a fractional northwest quarter of section 31, township 6 north, range 8 west. A correction appears in the township direction. This is a survey description, not a street address. The original tract and adjoining land held by improvement or claim must also be distinguished: the bargain reached beyond a simple, unqualified statement that Willis owned every acre in fee. Published property notes for Britton Willis list land in the same northwest quarter, T6 R8, section 31. That unusually close match strongly supports the identification discussed below. [1, 5]

Three promises drove the complaint. Willis was to deliver possession, maintain quiet and peaceable possession for the term, and compensate Spurgin for a well and necessary improvements. The quoted lease allowed compensation from rent or otherwise. Spurgin alleged he had sunk a well, obtained water, and made improvements worth $100, but received neither the premises nor compensation. He also alleged lost time and money in preparing to move, loss of a farm’s use, and injury to his family’s health from living in an open cabin. The damages demanded were $1,000. That sum is the amount sued for, not a documented award or the price of the farm. The $100 improvement valuation was part of the alleged injury, not a second judgment to add to $1,000. [1]

The lease contained a further possibility: purchase. If Willis obtained the land from heirs claiming it, could give Spurgin a lawful deed, and Spurgin accepted and paid or tendered the purchase price under a former contract before the lease ended, no rent would be demanded for the year. Neither those heirs nor the purchase price is identified. The clause reveals an anticipated transaction and uncertainty about the route to title; it does not prove that Willis never had a valid possessory interest, that a sale closed, or that fraud occurred. [1]

Why the same story appears twice

The declaration expressly identifies first and second counts. The first sets out the covenants in narrative legal language. The second quotes the agreement and again alleges breaches. Although the second count uses the formula “certain other lease,” its dates, premises, and terms closely track the first. The prudent reading is two pleaded versions of the dispute, not two demonstrated farms or two independently recovered signed leases. A separate second instrument has not been established. [1]

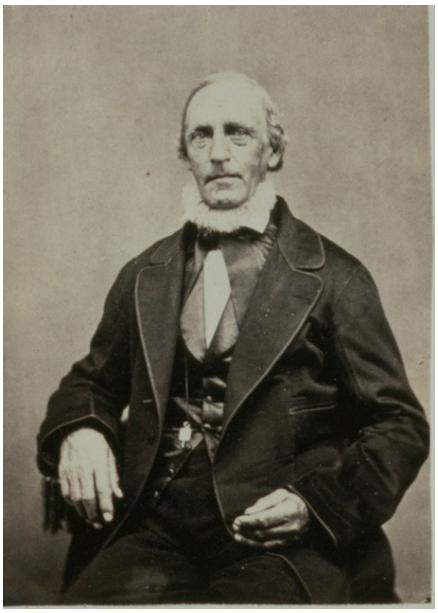
This repetition matters when reading the dates. The first count places the well digging on September 12, 1842; the second places it on October 12. Both precede the promised October 13 possession date. The transcript retains both. One might be a drafting error, but no diary entry, receipt, or testimony in the supplied packet settles which date is correct. [1]

What the documents can and cannot prove

A declaration is the plaintiff’s account, framed by counsel to state a legal claim. It is evidence that allegations were made. It is not, by itself, proof that each allegation was true. The copies do not tell us what Willis said in response, whether he disputed the agreement, claimed some default, settled, prevailed, or lost. They also do not establish that the sheriff actually served the summons. The praecipe is the request for process, not the sheriff’s return. [1]

In the context of this document, “demise” means lease; “messuage” means the dwelling property and associated premises; “appurtenances” are associated rights and features; and “quiet possession” concerns enjoyment of the premises without the interference alleged here. “Test” introduces Levi Jackman as the attesting witness. These explanations translate the words as used in the instrument and do not supply a later judicial ruling. The legal action was civil, not a criminal prosecution. [1]

Levi Jackman



Levi Jackman in later life. Sutterley Brothers photograph, approximately 1865–73, courtesy Church History Library, reproduced by BYU Religious Studies Center. [15]

A builder and witness whose life crossed the early Church

Levi Jackman was born at Vershire, Vermont, on July 28, 1797, the son of Moses French Jackman and Elizabeth Carr. He died at Salem, Utah, on July 23, 1876, five days short of his seventy-ninth birthday. Carpenter and wainwright were practical descriptions of his livelihood, and his subsequent work extended to the construction of temples and the equipment of emigrants. [7]

His family began under a loss he could not remember. His father died before Levi was born. Elizabeth raised the children, and the family moved to western New York in 1810. Levi married the widow Angeline Myers Brady on November 13, 1817; her son Albert became part of his household. Levi and Angeline had children of their own. These were family responsibilities established well before he encountered Mormonism. [8]

Conversion came after the family moved to Portage County, Ohio, in 1830. Jackman remembered hearing Joseph Smith and others present the Book of Mormon and investigating their message before accepting it. Harvey Whitlock baptized him on May 7, 1831, and Oliver Cowdery ordained him an elder soon afterward. The recorded high-priest ordination date is October 25, 1831. His recollections vary over the precise baptism date of Angeline and her mother; the secure point is that they embraced the faith at the same period, before his own baptism. [7, 9]

An early preaching experience stayed with him. While visiting relatives, he faced a schoolhouse audience and remembered how small he felt before it. The later missionary and council member had begun with the discomfort of a man learning to speak publicly about a newly embraced faith. [10]

Missouri and responsibilities of judgment

In May 1832 Jackman left for Missouri with a company of Saints. Travel by steamboat did not eliminate hardship: his family was delayed for want of teams before reaching the Independence area that August. He recalled the early settlements as busy places of printing, schooling, farming, and mechanical work, with the expectation that peace might finally be possible. The violence of 1833 destroyed that expectation. His account describes the wrecking of the printing office and attacks upon the Saints, followed by the alarm of a night when nearby homes were being pulled down. This was the background of his subsequent flight to Clay County. [10]

Joseph Smith selected him for the Missouri high council in 1834. He later lived at Far West and served as a justice of the peace. The Church's internal difficulties and its disputes with surrounding Missourians were therefore matters he encountered as an officer as well as a householder. A modern study of his experience notes his property-loss claim of $1,825 after the Missouri expulsions. The loss included the costs of another removal and the value of property he could no longer keep. [7, 15]

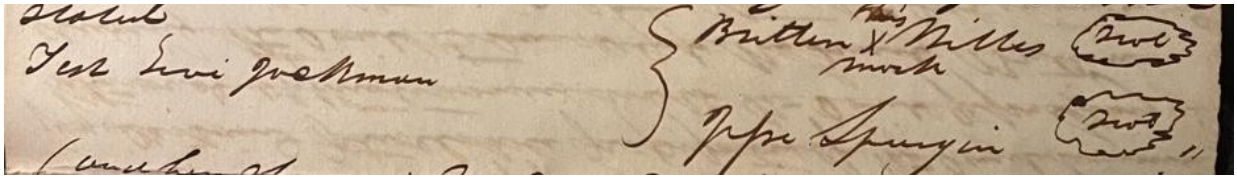
The surviving council record also connects Jackman with people whose names would recur around Nauvoo. Minutes of August 10, 1835 list him and Elias Higbee among those assembled for church council business at Kirtland. Elias was Chauncey's father. Elias's son would later help represent the man whose lease Jackman witnessed. [16]

Work on the Kirtland Temple

During his extended absence from Missouri, Jackman worked on the Kirtland Temple. A February 26, 1836 letter to his family survives in his papers. Its discussion of the lower room reaching the painters places the builder inside the final stages of the project. The autobiographical account associated with the letter credits him with 194 days of temple work beginning on his birthday in July 1835. Those days represent a long separation from family as well as a building contribution. [17]

His March 30, 1836 ministerial license supplies another contemporary point of reference. The copied certificate commends his character and authorizes his preaching. It survives in Kirtland Elders' Certificates in Thomas Burdick's handwriting, with Joseph Smith named as chairman. The surviving entry is a copy of the certificate. [18]

Nauvoo and the lease



Levi Jackman's attestation as copied inside the declaration. This is a pleading's reproduction of the agreement, not Levi's independently authenticated original autograph. Owner photograph IMG 3717. [1]

Jackman obtained land at Commerce in 1839 and again made a living through his trade. He worked on the Nauvoo Temple. The lawsuit places him as witness to the September 1842 farm agreement, while the October branch petition places him alongside Jesse Spurgin in the church community outside Nauvoo's best-known central streets. In this case his recorded role was witness to the agreement. [1, 2, 7]

The Nauvoo Lodge record for November 2, 1843 lists Jackman among the Master Masons and members present, with Hyrum Smith presiding as Worshipful Master. The entry places him in a meeting under Hyrum's leadership. [19]

In 1844 he went on an Illinois mission associated with Joseph Smith's presidential campaign. The Church History Biographical Database records a call on April 15, departure on June 5, and return on July 29. He was away during the killings at Carthage. At forty-six he was again leaving home on church business. [20]

Joseph was more than a name in Jackman's later recollections. On October 27, 1839, Jackman signed a recommendation entrusting Joseph with representing the Saints' Missouri grievances in Washington. The Joseph Smith Papers editors identify Jackman as probably substituting for an absent standing high councilor; the signature should not be used to assign him a permanent Nauvoo high-council seat. He had experienced the losses Joseph would ask the nation to address. [38]

His recollection of July 1844 preserves the uncertainty of news carried across a dispersed community. Away on his mission, he heard that Joseph and Hyrum were in jail and then that they had been killed; initially he could not believe it. On returning July 29, he found a mourning community. His account is

firsthand evidence of hearing the reports and encountering the aftermath, not an eyewitness description of the murders or the bodies at Carthage. Campaign work must also be distinguished from voting: Joseph died before the presidential election. [9, 20]

Bereavement and the journey west

The published Nauvoo endowment index dates Levi and Angeline's endowments to December 17, 1845. This is an indexed date, not a claim that the original register page has been newly inspected. Jackman's memoir says Angeline became well enough during her final illness to be taken to the Nauvoo Temple, where they received their endowments. She died January 24, 1846. He remembered their marriage as affectionate and her loss as deeply lonely. He subsequently married Sally Plumb, who had cared for Angeline. His own account links the closing Nauvoo period with temple labor and wagon-shop work, preparing to leave another home behind. [9, 35]

His departure was a practical struggle as well as a religious commitment. In Iowa he exchanged the woodwork of his new wagon, adding compensation, for an old usable wagon; traded his pony for a yoke of oxen; and worked for flour before moving toward the Missouri River. The oxen, wagon, and flour had to be obtained before he could continue. [9]

Sally also died before his 1847 journey. He traveled with Brigham Young's pioneer company, and his diary is a substantial record of the trail and early Utah life. BYU preserves a digitized volume covering 1847–1849, including travel conditions, encounters with Native peoples, camp disagreements, instructions from leaders, and the problem of obtaining food after arrival. It deserves to be read as an observing participant's record rather than as a uniformly cheerful commemorative account. [8, 21]

The Huntington's description of his longer autobiographical and diary material likewise notes both the early Missouri experiences and the detailed overland journal. Its identification of his July 1847 reaction to first seeing the valley gives a useful counterpoint to the repeated departures in his life: the prospect of a durable home had emotional force. [22]

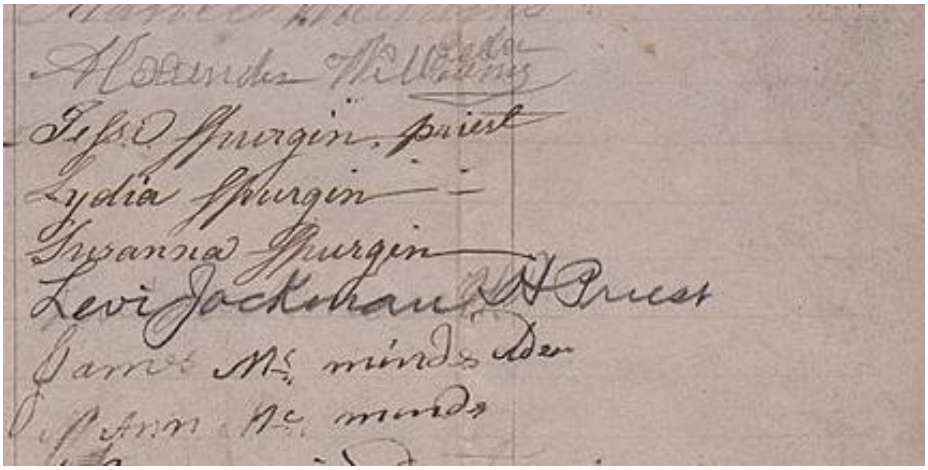
Utah family and final years

Jackman's Utah life combined church service and continuing manual work. He served on the Salt Lake Valley high council, as a counselor in the Sixteenth Ward, and as a patriarch. A city directory identified him as a saddle-tree maker; other remembered products of his trade included chair seats, drums, and window and door frames. He married Sarah Lucinda Harmon and had four children with her. He also practiced plural marriage. Sources name Mary Vail or Vale Morse, Delia Deliverance Byam, and Caroline Christiansen among his other wives. The official database places the Byam marriage in December 1846, illustrating why a simple statement that all these marriages began in Utah would be unsafe. [8, 20]

He moved to Salem in 1864 and died there in 1876. His life had carried him from Vermont and western New York through Ohio, Missouri, Illinois, Iowa, and Utah. Along the way he preached, served in councils, built temples, worked at his trade, and buried members of his family. His name beside Spurgin's lease belongs to that long history of building and rebuilding a home. [7–10, 20–22]

Jesse Spurgin

The plaintiff comes into view



Detail of the October 18, 1842 branch petition: Jesse Spurgin priest, Lydia, Susanna, and Levi Jackman. The Joseph Smith Papers identifies Levi's signature and attributes the three Spurgin names probably to Jesse. [2]

Jesse Spurgin entered the court record as a man seeking the home and farming ground he said he had been promised. The declaration places him in Hancock County in 1842–1843, improving property and making arrangements for his household. Church and family records allow his life to be followed beyond that complaint. [1, 2]

The strongest church connection is contemporary. The October 18, 1842 branch petition lists "Jesse Spurgin priest," followed by Lydia and Susanna Spurgin. The Joseph Smith Papers editors attribute those three names to a single hand, probably Jesse's, and separately identify Levi Jackman's signature. The petition concerned the Union Branch near Golden's Point, south of Nauvoo. Its name, timing, and shared Jackman association make the identification with the litigant strong. [2]

The same petition gives a modest but direct connection to Joseph and Hyrum Smith. When the high council reconsidered it on November 19, 1842, a council member reported that both presidents wanted the request granted if that was the petitioners' desire. The boundaries were adjusted. It shows the Smith brothers responding to the congregation's needs; it does not prove Jesse personally discussed the matter with either man. [2]

By 1845 the Montebello connection is explicit. The list appeared in the October 1, 1845 Nauvoo Neighbor and was repeated later that month. It names Eleazer Miller and Jesse Spurgin for Montebello among representatives dealing with the Saints' land sales as removal approached. The man asking for possession of a farm in 1843 was thus later entrusted with helping a community dispose of property. His responsibilities had shifted from obtaining the use of a farm to helping arrange the sale of land as the Saints prepared to go. [3, 43]

Warren Foote's narrative describes Dr. Spergen as the presiding elder of the Montebello Branch during 1845. Foote reports a division over local organization and an occasion when the doctor initially would not attend his sick mother, attributing this to disagreement about his father's attendance at the other group's meetings. Later entries describe medical attendance. These are Foote's recollections and judgments, not an independent disciplinary finding against Spurgin. In May 1846 his emigrating company included Dr. Spergen; at its organization Jessie Spergen was appointed to defend persons accused within the camp. [4]

The published Nauvoo endowment index lists Jesse, born June 30, 1780, and Lydia, born May 9, 1781, as receiving their endowments on January 12, 1846. The Early Latter-day Saints Database separately cites the Nauvoo Temple Endowment Register, page 144, and a high-priest record, page 144. Those

citations strengthen his church biography, but do not supply a high-priest ordination date, a sealing, or a temple officiating assignment. The original register pages have not been inspected in this pass. [34, 35]

Foote's longer journal carries the migration story beyond the initial camp organization. In May 1846 he records the marriage in camp of Noah Cotton and Miss L. Spergen, described as the doctor's daughter. On July 2 he says the company started for the Bluffs without Dr. Spergen, who was not ready. Jesse therefore participated in the departure and Iowa migration, but Foote's continuing journey cannot simply be assigned to him. [4]

Within the camp, Spurgin accepted responsibility for speaking on behalf of accused people. Earlier he had needed lawyers to speak for him. His medical work and branch leadership likewise placed him in the practical business of helping neighbors through illness and departure. [1, 4]

A FamilySearch profile identifies a likely Jesse Spurgin born in Rowan County, North Carolina, June 30, 1780, married to Lydia Brazelton on December 24, 1800, with an Indiana background and later Missouri residence. The name of the wife and the Illinois associations support the match. However, the same profile reports death in Nevada and burial in Missouri; other indexed memorial material places death in Missouri. A third compiled account, Susan Easton Black's annotations to The Prophet, gives January 15, 1857, at Plattsburg, Missouri. That competing date is retained as a conflict rather than selected without death, burial, or probate evidence. His exact death place, the middle name Logan, and a claimed War of 1812 service should remain qualified pending original records. [23, 37]

A transcription of the 1850 Andrew County, Missouri census places Jesse Spurgeon, 69, physician, with Lydia, 69, both North Carolina-born, and Josiah, 16, Indiana-born, in Jackson Township, household 1197. Sarah Winters's household appears immediately before them. Age, spouse, occupation, and family proximity make this a particularly strong later-life match. The original federal census image still deserves checking; the available transcription supports Missouri residence by 1850 and does not establish a Utah journey. [36]

The Church Historian's Press identifies Sarah Elizabeth Spurgin Winter as a daughter of Jesse Spurgin and Lydia Brazelton. Sarah's presence in the Relief Society record extends the family's documented participation in Nauvoo's religious life. Susanna, named with Jesse and Lydia in the petition, has not yet been securely placed within the household. [24]

Britton Willis

A landlord identified through the land

Britton Willis is the best reading of the defendant's name. The copied lease represents him as making a cross mark. Because this is a copy within a pleading, the mark cannot establish his lifelong literacy or be displayed as his independently authenticated autograph. Nor can the allegations be converted into a proven portrait of his character. [1]

An Early Latter-day Saints Database entry gives an unusually persuasive identification: its Britton Willis held land in T6 R8, section 31, northwest quarter, the very location in the quoted agreement. It also lists other holdings in section 29. The correspondence of the name and tract is much more useful than a same-name genealogical match alone. The entry cites Property Transactions, Hancock County, by Black, Black, and Plewe, pages 4575–4576. [5]

That compilation identifies him as born November 8, 1821, in Muhlenberg County, Kentucky, son of Thomas Willis and Frances or Fanny Welborn, married to Catherine Burk on February 9, 1839, and deceased March 15, 1899. It points to Hancock County census records for 1840 and 1850 and a Dakota County, Nebraska, census for 1860. These are compiled leads, not images of those censuses inspected in this edition. The marriage entry is also separately cited under Catherine to the Hancock County marriage register. [5, 25]

If the birth date is correct, Willis was only twenty when the September 1842 agreement was made. The pleading raises no issue of minority, however, and his age must not be made into an invented legal defense. He was living on the property when he agreed to let Spurgin occupy it. [1, 5]

A Willis family research project places Thomas Willis and Frances Welborn's family in Hancock County by February 1832. That is a plausible pre-Nauvoo family background, not direct proof of Britton's personal religion. A Nebraska public-lands report for 1878 lists a Britton Willis in Dakota County. It supports a later regional lead but has not been linked by a continuous deed and census chain to this defendant. [26, 27]

The entry's additional spouse names need reconciliation. A Clark County marriage transcription records Britton Willis with Amelia I. Ivens on November 12, 1854, while the compiled profile calls a later wife Amelia Jane Vandever. Neither discrepancy should be silently resolved by merging people. The 1758 Kentucky Britton Willis found in searches belongs to a much earlier generation and is not substituted for this man. [5, 28]

Calvin Averill Warren

The established lawyer

Calvin Averill Warren was born June 3, 1807, in Elizabethtown, New York. Before law became his occupation, he worked in printing, including a period associated with Horace Greeley. He moved to Ohio in 1832 and completed legal studies at Transylvania University in 1834. After practicing in Batavia, he moved to Quincy in 1836, to Warsaw in 1837, and back to Quincy in 1839. The Papers of Abraham Lincoln describes his subsequent partnerships, Democratic politics, prosecutorial service, and furniture-manufacturing business. This was a lawyer with commercial interests and connections across the same river towns as his clients. [29]

His connection with the Saints was substantial but professional and political rather than proof of conversion. In 1842 he advised Joseph Smith and others on bankruptcy. His June letter discusses those cases and answers accusations that his public defense of the Saints was insincere. It shows a man concerned about both his clients' business and the public interpretation of his relationship with them. [11, 30]

In this case the firm acted for Spurgin. The request for summons and the lengthy two-count declaration show the work being done: turning a lease grievance into a formal circuit-court action. Neither instrument establishes which partner composed every sentence or personally signed the firm name. [1]

The murders of Joseph and Hyrum brought Warren into a much darker chapter. Jacob B. Backenstos accused him of participation in the mob that killed Joseph and Hyrum Smith; that is an attributed accusation, not a conviction established here. Warren subsequently served among defense counsel at the 1845 murder trial. His earlier work for Joseph and his later representation of the defendants are both part of his history. His clients and professional responsibilities changed across those years. [11]

He married Viola Morris in 1835, Harriet Robbins Frierson in 1849, and Wady Ann Boswell in 1866. He died February 22, 1881. Sources differ in whether they place the death in Quincy or nearby Melrose Township; the date is secure in the biographies used here. His life and principal church-related legal connections are provisionally established. No conversion, lodge membership, or specific militia affiliation is assigned without further evidence. [11, 29]

Chauncey Lawson Higbee



Chauncey Lawson Higbee in a later-life portrait engraving. Public-domain reproduction via Wikimedia Commons; this is not an 1843 likeness. [46]

The younger partner

The Higbee of Warren and Higbee is Chauncey Lawson Higbee. A contemporary Expositor advertisement gives the partners as C. A. Warren and C. L. Higbee; the firm's Nauvoo Neighbor advertisement was already appearing in 1843. This identifies the partnership without pretending that an abbreviated firm signature alone spells out a given name. His brother Francis Marion was a distinct lawyer and participant in the Nauvoo disputes. [6, 14]

Chauncey was born September 7, 1821, in Clermont County, Ohio, to Elias Higbee and Sarah Elizabeth Ward. He joined the Church in 1832 and followed his family through the Missouri settlements. In Nauvoo he held a commission and served as an aide to John C. Bennett in the Legion. His excommunication on May 24, 1842 preceded his representation of Spurgin. Thus, at the time of this suit he was a former church member, not a serving church attorney or spokesman. [12]

His relationship with Joseph Smith broke down amid church disciplinary proceedings. The Joseph Smith Papers' discussion of the 1842 investigations places him among men accused of sexual misconduct and of invoking religious authority to justify it. The charges and ensuing discipline help explain the later hostility; they do not establish why he accepted this particular tenant as a client. [31]

In 1844 Chauncey became one of the publishers of the Nauvoo Expositor. The destruction of that press and the ensuing prosecutions place his name close to events familiar to an LDS reader. The 1843 farm case, however, predates those events. Its value is partly that it catches him doing routine legal work before the crisis, for a man strongly associated with the church community from which Chauncey had separated. [1, 12]

After leaving Nauvoo he built a long career in Pike County. The Papers of Abraham Lincoln records legal study with his uncle James Ward, Democratic political activity, marriage to Julia White in 1854, Union support in 1861, judicial service, and leadership in a Pittsfield bank. He served in the state legislature and senate and became a circuit judge in 1861. Later appointments brought appellate service. He died at Pittsfield December 7, 1884. The young attorney of the Nauvoo controversies had become an established Illinois judge. [13, 32]

Jacob B Backenstos

The clerk whose name would return as sheriff

The filing endorsements are read as Jacob B. Backenstos in his capacity as circuit clerk. The praecipe initials are highly flourished, but the declaration docket and the officeholder's known service support the reading. This is Jacob, not his brother William Backensto, familiar from other Nauvoo cases. [1, 33]

Jacob was born October 8, 1811, in Pennsylvania. A merchant and political figure, he married Sarah Lavina Lee in 1835 and was living at Carthage by early 1842. He was friendly to Joseph Smith and the Saints but did not join the Church. He served as Hancock County circuit clerk before becoming sheriff in 1845–1846. His name on these papers belongs to recordkeeping; the packet does not make him counsel, witness to the lease, or the presiding judge. [33]

His relationships crossed institutional boundaries. He belonged to Nauvoo Lodge and held a commission as an aide-de-camp in the Nauvoo Legion. Those documented affiliations help explain why an official who was not a Latter-day Saint nevertheless appears repeatedly in the community's records. His later sheriff's service during the county's violence would make him a far more visible figure than the clerk who received Spurgin's declaration. [33]

In September 1845, Backenstos's office placed him in the midst of the struggle over Mormon homes. His September 16 proclamation, preserved in John Taylor's contemporary journal, called for the rioters to disperse and summoned an armed posse to defend residents and restore the law. He described the Saints as having exercised unusual restraint while property burned. This is his public position as sheriff, not a later reminiscence. It belongs to the violence of 1845, which should be distinguished from the September 1846 Battle of Nauvoo. [39]

After Illinois he served in the Mexican War, moved to Oregon, and died by drowning in the Willamette River on September 25, 1857. His later move west was a military and civilian career in Oregon, rather than participation established here in the Latter-day Saint migration to Utah. [33]

Search completion assessment

The targeted free online search pass is provisionally complete for this reading edition. That means the principal accessible leads have been checked and the remaining questions are stated; it does not mean every manuscript, unindexed newspaper page, census image, or county volume has been read. A failed retrieval is recorded as an access limit, not a negative finding. No repository has been contacted and no paid record ordered.

Jesse Spurgin — Substantially expanded. Contemporary church membership, local leadership, land-sale responsibility, indexed endowment, Iowa exodus activity, and a strong 1850 Missouri census-transcription match are now available. Conversion circumstances, possible Kirtland or pre-Illinois Missouri experience, later religious allegiance, and death remain unresolved. The 1857 Missouri and 1860 Nevada/Missouri death claims conflict. An Indiana Quaker pioneer named Jesse Spurgeon is a possible background lead, not a demonstrated identity; no Quaker affiliation or territorial office is assigned here on name alone. A 1993 Spurgeon Quarterly story largely reproduces Foote and should not be counted as an independent eyewitness.

Britton Willis — Strong identification through the precise tract; later dates and family details remain compiled. The newly rechecked database cites 1840 and 1850 Hancock and 1860 Dakota County censuses, but their original images have not been read. Spouse-name discrepancies remain open. Targeted searches established no baptism, temple ordinance, campaign assignment, Masonic membership, militia affiliation, or personal recollection of the Smith murders. These are unestablished, not disproved.

Levi Jackman — Provisionally complete for a substantial birth-to-death biography. Conversion, Missouri and Kirtland, church service, encounters with Joseph, lodge association under Hyrum, campaign

mission, reaction to the murders, temple participation, exodus, and Utah life are supported. The reproduced lodge heading resolves November 2, 1843. His memoir and the endowment index give July 28, 1797 as birth date, while the current Church History Biographical Database displays August 28; this edition follows his own account and the Joseph Smith Papers. The precise chronology of all plural marriages and sealings is not treated as settled. The Daughters of Utah Pioneers excerpt located in Our Pioneer Heritage repeats journal material; its scanned file name and bibliographic volume labels require reconciliation before a volume number is assigned.

Calvin Warren — Provisionally complete for his role here and his dealings with Joseph. Bankruptcy correspondence and participation as defense counsel in the 1845 murder trial are documented. Backenstos's accusation of mob participation remains attributed. No reliable personal reminiscence, LDS conversion, lodge membership, or 1844 campaign assignment was found in the targeted pass. Major William B. Warren in the 1845 peacekeeping narrative must not be confused with Calvin.

Chauncey Higbee — Provisionally complete for his case role and church-related career. His early membership, Legion service, 1842 excommunication, 1844 opposition and Expositor involvement, and later judicial career are documented. Francis's separate reconciliation, litigation, imprisonment in Missouri, and other acts are not transferred to Chauncey. No verified lodge affiliation, Nauvoo endowment, Utah exodus, or personal memoir of the murders is assigned. Some older biographies give differing birth dates; September 7, 1821 follows the Joseph Smith Papers here.

Jacob Backenstos — Provisionally complete for this report. Clerkship, friendship with Joseph and the Saints, nonmembership in the LDS Church, actual lodge and Legion affiliations, sheriff's response to the 1845 violence, and later Oregon life are supported. His public proclamations are distinguished from personal memories. Actions of his brother William and William's marriage into Emma Smith's family are not assigned to Jacob.

Case outcome and land — The online searches did not recover a verdict, judgment, dismissal, settlement, or defendant's answer. The Illinois State Archives identifies Circuit Court Case Files 1829–1858, accession 2/0102/23; Circuit Court Index 1830–1964, 2/0061/36; and Circuit Court Record 1829–1922, 2/0061/32, all at IRAD Western Illinois University. These are holdings descriptions, not inspected case entries. Start with Spurgin versus Willis, covenant, filed September–October 1843, and follow subsequent terms. Deed Index 1817–1901, 2/0061/09, and Deed Record 1817–1934, 2/0061/12, are the next route for the fractional northwest quarter of section 31, T6N R8W, its title and unnamed heirs. No complete deed chain has been inspected. [40]

The University of Utah's small Hancock court collection ACCN 2361 has no Spurgin–Willis case identified in its detailed listing. BYU MSS 2951 and MSS 1443 are larger court-document collections worth an item-level inquiry; their broad descriptions alone do not show that this case survives there. The exact paired-party searches and spelling-variant checks in newspaper and institutional indexes did not supply a disposition. No page-by-page sweep of every newspaper issue is claimed. [41]

What would materially help from the owner

Any additional summons, service return, answer, original lease, judgment, or reverse-side endorsement could change the case account. Family provenance or a reliable Spurgin family record could resolve identities or the death conflict. Nothing further is required from the owner to use this provisional edition; the remaining court and land questions call chiefly for specific archival pages rather than more general web searching.

Sources and reading links

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