NAUVOO Stone Quarry Contract

Research with a contemporary view of Nauvoo

Contract dated July 29, 1859 • Research prepared October 5, 2026

This agreement records a substantial plan to quarry and ship Nauvoo stone after the principal Latter-day Saint exodus. The strongest new lead points toward the federal custom house at Dubuque, Iowa, a troubled construction project that needed Nauvoo stone. A possible Ely S. Parker signature adds a second avenue of investigation. The destination and witness identification remain provisional. [1–4]

A possible opening

On July 29, 1859, Thomas Calder put his name to a promise measured in stone. He would quarry between four and six hundred cubic yards at Nauvoo, more or less, and get the blocks aboard boats. For each cubic yard, the men hiring him would pay six dollars. But part of the money would stay in their hands until the job was done. [1]

The agreement lets us glimpse a working place along the river: stone already lying in the quarry, a derrick to lift it, tracks, tools, an office and a blacksmith shop. Boats were to be supplied for as much as two hundred yards a month if required. Even the unwanted stone had a price. Someone had thought carefully about what could be sold, what must be returned and what might go wrong. [1]

Farther up the Mississippi, Dubuque had a problem. Its new federal building needed better stone than the neighboring quarries could provide. Washington's own reports pointed to Nauvoo, then described delays, disagreements and rising costs. The names in this small agreement suggest that Calder may have been drawn into that larger struggle. [2–4]

The story begins with an unanswered question: did the stone leave Nauvoo, and did Calder receive all he was owed? The contract preserves the promise. The next documents may tell us what became of it.

The best direction for the project

Follow the stone from quarry to boat to building, with the people and the money carrying the story. Establishing a specific Mormon-era connection would add depth, but the agreement already has a compelling subject: how Nauvoo's resources supported a new economy after 1846.

Nauvoo in the year of the contract



Johann Schroeder, Early View of Nauvoo, 1859. Oil on metal, 10 × 13 inches. Church History Museum. This is the painting reproduced across the dust jacket of Janath Cannon's Nauvoo Panorama (1991). [12]

Schroeder gives this project an unusually close visual companion: a view dated to the same year as Calder's agreement. Across the water are homes, a working waterfront and the surviving front of the temple. The museum identifies Icarian industrial buildings and a schoolhouse in the scene. Its inscription names the Icarian community. [12]

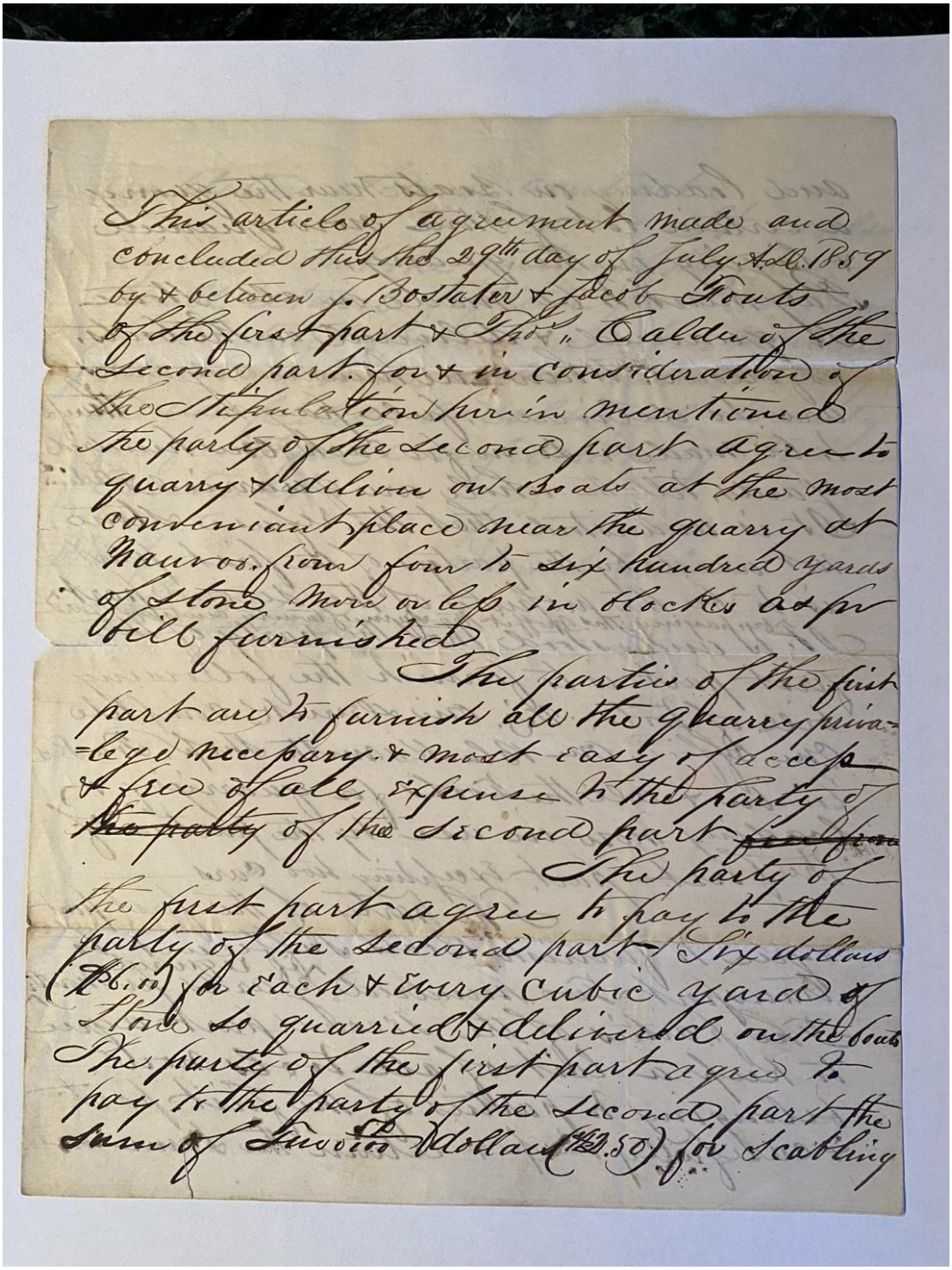
The painting can establish the setting for a story about stone leaving the riverbank. The contract supplies the derrick, the loading work and the boats that the painting cannot identify. The location of Calder's quarry within this landscape remains to be established; neither vessel shown can be identified as a carrier for his order. [1, 12]

A way into the story

In 1859 a painter looked across the Mississippi and recorded Nauvoo with its ruined temple still on the hill. That same year, Thomas Calder agreed to turn another part of the town's stone into a livelihood. His agreement concerned blocks, boats and payment. Following those blocks may carry the story upriver to a federal building whose construction was already in difficulty. [1, 3, 4, 6, 12]

The original agreement

First page, rotated for reading. The photograph records the July 29, 1859 date, parties, quantity, rate and loading obligations. [1]

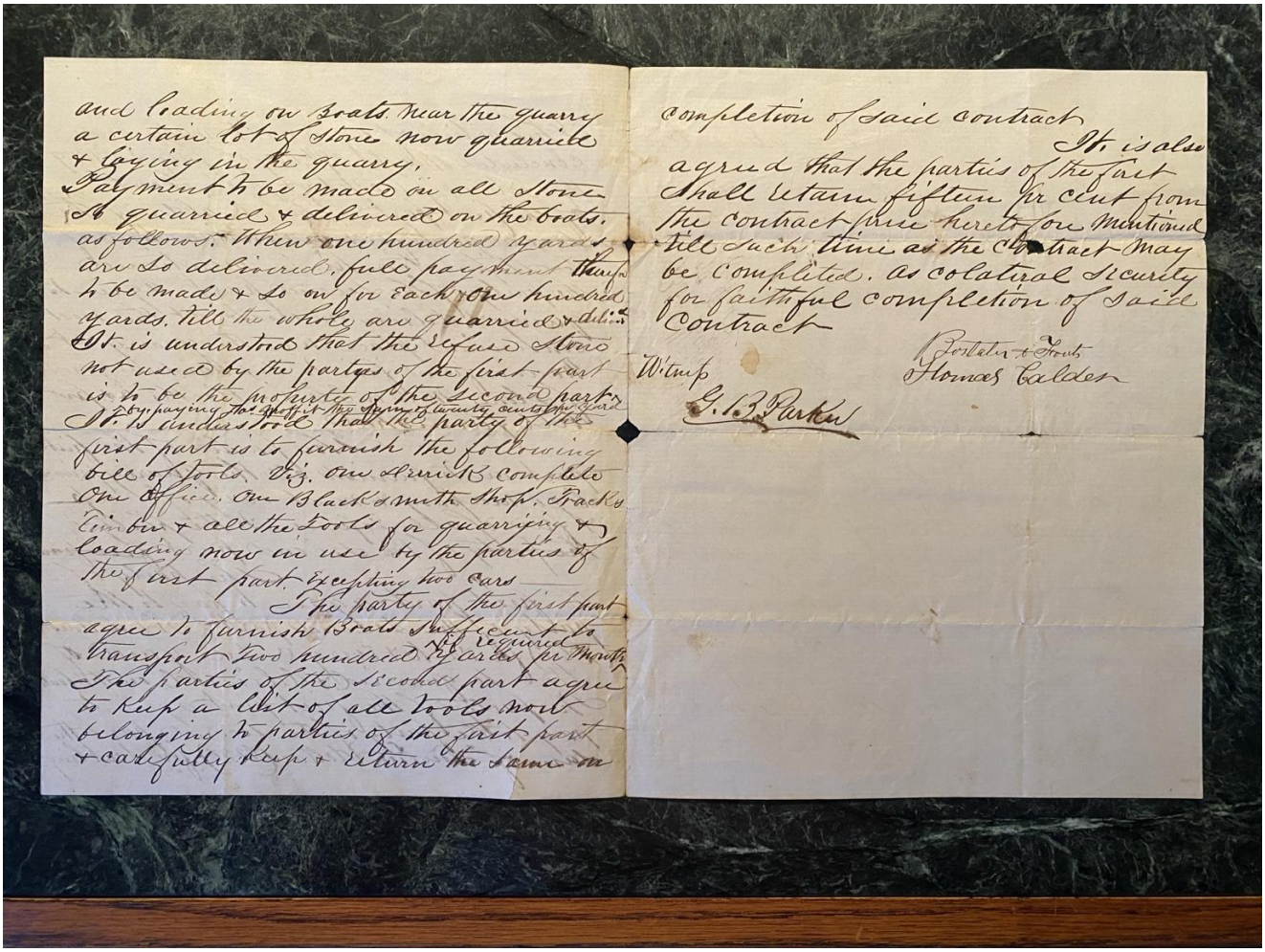


This articles of agreement made and concluded this the 29th day of July A.D. 1859 by & between J. Bostater & Jacob Fouts of the first part & Thos. Calder of the second part. for & in consideration of the stipulations herein mentioned the party of the second part agree to quarry & deliver on boats at the most convenient place near the quarry at Nauvoo. from four to six hundred yards of stone more or less in blocks as per bill furnished

The parties of the first part are to furnish all the quarry privilege necessary & most easy of access & free of all expense to the party of ~~the party~~ of the second part ~~for them~~

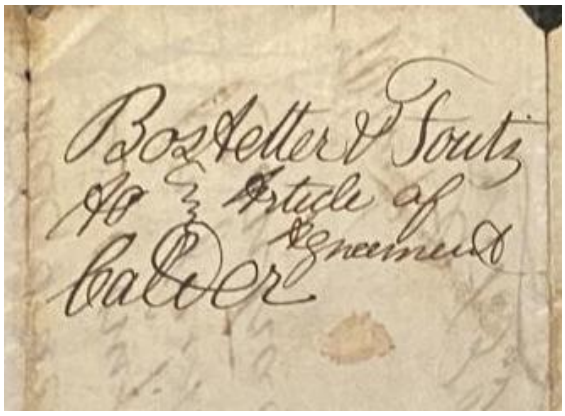
The party of the first part agree to pay to the party of the second part Six dollars ($6.00) for each & every cubic yard of stone so quarried & delivered on the boats The party of the first part agree to pay to the party of the second part the sum of Twenty Dollars ($20.00) for scabling

The continuation and signatures



and loading on boats near the quarry a certain lot of stone now quarried & laying in the quarry.
Payment to be made on all stone so quarried & delivered on the boats, as follows: When one hundred yards are so delivered, full payment therefor to be made & so on for each one hundred yards, till the whole are quarried & delivered. It is understood that the refuse stone not used by the parties of the first part is to be the property of the second part by paying the first party the agreed quantity counts the said
It is understood that the party of the first part is to furnish the following bill of tools. Viz. one Anvil & complete One office. One Blacksmith Shop. Tracks Timber & all the tools for quarrying & loading now in use by the parties of the first part. excepting two cars
The party of the first part agree to furnish Boats sufficient to transport two hundred Yards per month as required
The parties of the second part agree to keep a list of all tools now belonging to parties of the first part & carefully keep & return the same on completion of said contract
It is also agreed that the parties of the first shall retain fifteen pr cent from the contract price hereto for mentioned till such time as the Contract may be completed. as colatural security for faithful completion of said Contract
Witnp
G. L. B. Parker
Portelan & Soutz
Thomas Calder

Interior pages, rotated for reading. The small insertion above the tool list appears to specify a payment to Thos. Moffitt for unused stone. The witness's initials require further comparison. [1]



Exterior docket detail. Its wording identifies the parties and the articles of agreement; the surname spelling varies from the main text. [1]

Reading of the agreement

Reading transcription with punctuation and capitalization lightly regularized. Brackets mark uncertainty or editorial explanation; visible cancellations are omitted. Line breaks are not reproduced. Names should be checked against further records. [1]

This articles of agreement made and concluded this the 29th day of July A.D. 1859 by & between J. Bostater & Jacob Fouts of the first part & Thos. Calder of the second part.

For & in consideration of the stipulation herein mentioned, the party of the second part agree to quarry & deliver on boats at the most convenient place near the quarry at Nauvoo, from four to six hundred yards of stone, more or less, in blocks as per bill furnished.

The parties of the first part are to furnish all the quarry privilege necessary & most easy of access & free of all expense to the party of the second part.

The party of the first part agree to pay to the party of the second part six dollars ($6.00) for each & every cubic yard of stone so quarried & delivered on the boats.

The party of the first part agree to pay to the party of the second part the sum of two 50/100 dollars ($2.50) for scabling [scabbling, or rough dressing] and loading on boats near the quarry a certain lot of stone now quarried & lying in the quarry.

Payments to be made on all stone so quarried & delivered on the boats, as follows. When one hundred yards are so delivered, full payments thereof to be made & so on for each one hundred yards, till the whole are quarried & delivered.

It is understood that the refuse stone not used by the parties of the first part is to be the property of the second part, [insertion: by paying Thos. Moffitt (?) the regular twenty cents per yard].

The scale of the undertaking

At the stated $6 rate, 400–600 cubic yards represented $2,400–$3,600 for the main quarrying and delivery work. This is a calculation from the proposed quantity, not a record of earnings. The separate $2.50 clause concerns existing stone; its unit is not expressly repeated.

Reading of the agreement continued

It is understood that the party of the first part is to furnish the following bill of tools, viz. one derrick complete, one office, one blacksmith shop, tracks, timber & all the tools for quarrying & loading now in use by the parties of the first part, excepting two cars.

The party of the first part agree to furnish boats sufficient to transport two hundred [insertion: if required] yards per month.

The parties of the second part agree to keep a list of all tools now belonging to party of the first part & carefully keep & return the same on completion of said contract.

It is also agreed that the parties of the first [part] shall retain fifteen per cent from the contract price herein mentioned till such time as the contract may be completed as collateral security for faithful completion of said contract.

[Signatures] Bostater & Fouts; Thomas Calder.

Witness: [initials uncertain, possibly E. S.] Parker.

What the clauses reveal

The equipment and stone already on hand point to an existing operation. Calder was taking on extraction and loading work with equipment supplied by the other parties. The agreement assigns boat provision to Bostater and Fouts, making transport an obligation on their side as well as a condition of Calder’s payment.

The promise of payments after each hundred yards must be read together with the closing 15 percent retention clause. That withheld sum gave the hiring parties security for completion, while leaving Calder exposed to a delay in his final payment. These provisions describe an ordinary commercial risk; they do not prove a dispute occurred.

No destination, named vessel, receipt or final settlement is recorded in the photographed text. The reference to a separate bill specifying the blocks is particularly useful: finding that bill might identify the building, dimensions or intended architectural features.

The people still to identify

J. Bostater is probably the John Bostater named in the Dubuque building history. Jacob’s surname appears as Fouts in this reading, but related sources contain Fonts, Foults and Fents. Dubuque directories now establish a John Bostater working there as a contractor in 1859 and an architect and builder in 1870 and 1873. Thomas Calder remains the least securely identified participant beyond his role in this agreement. [13, 15] The inserted Moffitt name may lead to the quarry owner or holder of stone rights; the clause alone does not establish ownership. [1, 2, 5]

The wider story emerging

A likely destination and a troubled building

The 1911 History of Dubuque County reports a March 1857 federal building award to John Bostater and Jacob Fonts, a close match to the names in this agreement. More significantly, Treasury reports independently document the project's need for Nauvoo stone. In 1857, officials explained that local stone was unsuitable and that the additional transport cost should fall on the United States. The following year, they reported inadequate deliveries and disagreement over the increased cost. These overlapping names, material and dates make Dubuque a strong destination hypothesis. [2–4]

The 1859 report says the building had not reached one story, although its contractual completion date had passed. It attributed much of the difficulty to an unrealistically low bid. On April 25, 1860, the government took over after the acting contractor abandoned the undertaking. In 1861, work stopped again pending more money. This establishes the larger project's difficulties; it does not establish Calder's performance or whether this particular order was paid. [6–8]

An intriguing witness

The witness may be Ely Samuel Parker, the Seneca engineer who supervised federal construction and later served on Grant's staff. At Appomattox he made the formal ink copy of Grant's surrender terms. The identification is not secure from the photograph alone. However, Parker's papers contain a December 17, 1858 memorandum about stone work by "Bostater and Fents" and a September 1, 1859 memorandum concerning payments on the Dubuque Custom House contract. This gives the possible signature a documented business context. [5, 9]

How to test the Mormon era connection

The contract demonstrates a post-exodus plan for quarrying and river shipment. It does not name the temple quarry or identify its participants as Latter-day Saints. Nauvoo had multiple quarry operations: an 1843 newspaper carried Hiram Kimball's offer to contract for opening a quarry, as well as a separate advertisement locating lime kilns at the Temple Stone Quarry. A town-wide connection is clear; a specific continuity of quarry, ownership or workforce requires land and personal records. [1, 10]

The most useful local lead may be the small Moffitt insertion. A Thomas Moffitt appears in an 1843 Nauvoo post-office list, but a matching name is not enough to equate the men. Deeds and quarry leases could place the 1859 operation on a map and test whether its rights or workers reach back into the earlier period. [11]

The next documents to pursue

First priority is the American Philosophical Society's Ely Samuel Parker Papers, Mss.497.3.P223: Box 4, Folder 117 (December 17, 1858) and Box 5, Folder 16 (September 1, 1859). Their descriptions directly concern the contractors, stone work and payments. The manuscripts themselves should be examined for Calder, Nauvoo, shipment quantities and a contemporary Parker signature. [5]

Next, look for the block specifications mentioned in this contract, bills of lading, quarry accounts, receipts and a release of the retained 15 percent. Federal construction vouchers and correspondence for Dubuque in 1859–1860 may identify deliveries. Hancock County deeds and leases should be searched for Calder, Bostater, Fouts and the Moffitt variants. Census and city-directory entries can distinguish people with similar names.

For the finished narrative, keep Calder at the center. Introduce the derrick, the boats and the withheld money through his obligations, then follow the evidence upriver. If Parker's identity is confirmed, reveal his later significance after readers meet him as the witness to this modest agreement. Let documented deliveries or a settlement supply the ending when they emerge.

Sources and document references

[1] User-supplied photographs IMG_3603.jpeg, IMG_3604.jpeg and IMG_3605.jpeg; agreement dated July 29, 1859. Images and reading transcription appear above.

[2] Franklin T. Oldt and P. J. Quigley, History of Dubuque County, Iowa (1911), p. 119. Digitized volume; online transcription contains surname variants. View source

[3] U.S. Treasury annual report, 1857, p. 110, Dubuque. View source

[4] U.S. Treasury annual report, 1858, pp. 103–104, Dubuque. View source

[5] American Philosophical Society, Ely Samuel Parker Papers, indexed catalog descriptions, Box 4 Folder 117 and Box 5 Folder 16. Descriptions consulted; manuscripts not yet examined. View source

Sources continued

[6] U.S. Treasury annual report, 1859, Dubuque construction report. View source

[7] U.S. Treasury annual report, 1860, pp. 99–100, Dubuque. View source

[8] U.S. Treasury annual report, 1861, p. 101, Dubuque. View source

[9] National Park Service, Ely Parker — Chief, Lawyer, Engineer, and Brigadier General, Appomattox Court House National Historical Park. View source

[10] Nauvoo Neighbor, December 20, 1843, advertisements by Hiram Kimball and Wm. Niswanger, BYU Studies transcription. View source

[11] Nauvoo Neighbor, July 19, 1843, post-office list, BYU Studies transcription. View source

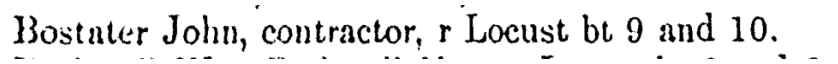
Questions for the next installment

- Where exactly was Calder to quarry the stone, and who held the extraction rights?
- Does the witness signature belong to Ely S. Parker?
- Do federal records name Calder or reproduce this quarry agreement?
- How much stone was delivered, on which boats, and for which building?
- Was the retained money released, or did the larger contract’s difficulties leave a local debt?

New evidence from Dubuque

John Bostater begins to emerge

The 1859 Dubuque directory lists John Bostater as a contractor, residing on Locust Street between Ninth and Tenth. The unusual surname, occupation, city and date reinforce the identification of J. Bostater with the federal building contractor. This is contemporary evidence, independent of the later county history. [2, 13]


Bostater John, contractor, r Locust bt 9 and 10.

Dubuque city directory, 1859, printed page 19; the archive viewer labels this image 17. [13]

Further entries describe a John Bostater as a bonded warehouse keeper in 1867, then an architect and builder in 1870 and 1873. The later directories place him at or near Third and Summit. These entries suggest a continuing Dubuque career, although household and census records should complete the identity chain. [14, 15]

An 1884 congressional report concerns a John Bostater who served in Company F, 37th Iowa Infantry, from 1862 to 1865. His wife is named Louisa. This is a promising lead for personal history, but the report does not identify his occupation or connect him to the construction contract. It should not yet be presented as the contractor's military service. [17]

An actual stone shipment for the custom house

William J. Petersen records the steamboat Tigress arriving at Dubuque in July 1858 with Nauvoo stone shaped for the new custom house. His account describes local criticism of buying stone elsewhere and cites the Daily Express and Herald of July 16 and 17, 1858. This supplies a named vessel and precise newspaper dates. It concerns an earlier shipment, not proof of delivery under Calder's July 1859 agreement. [16]

What can be said about the building

The converging evidence strongly favors the Dubuque Custom House and Post Office. Local historical accounts place it at Ninth and Locust, completed in 1866 and demolished in 1947. Treasury reports establish Nauvoo as its stone source and document its construction problems. A voucher naming Calder, a bill of lading or the block specifications would tie this particular contract to the project more directly. [2–8, 18]

No secure independent biography has yet been attached to Thomas Calder or Jacob Fouts, and no personal Mormon-era connection has been established for the three contracting parties. The spelling variants in the records remain important search terms.

Additional sources

[12] Church History Museum, Johann Schroeder, Early View of Nauvoo, 1859, in the Memory and Archive exhibition. Painting attribution, date, medium and identified buildings. View source

Book-jacket comparison: photographs of Janath Cannon, Nauvoo Panorama (1991). Used to identify the cover painting. View source

[13] Dubuque city directory, 1859, printed p. 19, Bostater entry. Original scan consulted. View source

[14] Dubuque city directory, 1867, archive image 45, Bostater entry. Original scan consulted. View source

[15] Dubuque city directory, 1870, printed p. 60, Bostater entry. Original scan consulted. View source

Dubuque city directory, 1873, printed p. 68, Bostater entry. Original scan consulted. View source

[16] William J. Petersen, Steamboating on the Upper Mississippi, pp. 383–384; note 570, p. 538. Original scan consulted. Note cites Daily Express and Herald (Dubuque), July 16–17, 1858; those newspaper issues remain to be examined. View source

[17] U.S. House of Representatives, Report 1496, John Bostater, May 7, 1884, 48th Congress, 1st session. Identity of the veteran with the contractor unconfirmed. View source

[18] Encyclopedia Dubuque, Dubuque Custom House and Post Office. Used for site, completion and demolition dates; its temple-stone tradition is not treated as proof of the origin of Calder’s blocks. View source