Activities of Esquire Williams
The Documents

Frederick G. Williams

BYU Studies
Provo, Utah
There are six primary sources that document Frederick G. Williams’s activities as a justice of the peace in Kirtland, Ohio. These are listed and described below, together with an example of each.

1. **Book C of Marriages in Geauga County, Ohio.** Located at the Geauga County Courthouse, Chardon, Ohio. These are printed sheets with areas left blank for the clerk to add the details (handwritten words are shown in bold italic). Example of the printed records:

   BE it Remembered, that on the **fourteenth day of May** in the year of our Lord one thousand eight hundred and **thirty-seven**, Parley P. Pratt and Mary Ann Stearns of the County of Geauga were legally joined in marriage, by competent authority in conformity to the provisions of the Statutes of the State of Ohio in such cases made and provided; and a certificate of the said marriage, signed by **F. G. Williams a Justice** who solemnized the same, has been filed in the office of the Clerk of the Court of Common Pleas for said County of Geauga, this **fifth day of June** Anno Domini one thousand eight hundred and **thirty-seven**

   **ATTEST,**

   (signed) **D. D. Aikens**  Clerk

Members of the LDS Church who performed marriages, besides Frederick G. Williams, include, among others, Oliver Cowdery, “a Justice” (page 231); Sidney Rigdon, “a minister” (page 188), Joseph Smith Jr. (no title is ever given [p. 188]); and Jonathan H. Hale, “an elder of the church of latter-day saints” (p. 210). Both Frederick and Oliver performed marriages as justices of the peace. However, contrary to a widespread view, we now know conclusively that it was just as legal for them to perform the weddings as for ordained elders of the Church to perform them. Much has been said about the 1835 challenge to Sidney Rigdon’s authority to perform weddings, and, by association, Joseph Smith’s (and the Church’s) legal authority to perform weddings has similarly been called into question.¹

The climate of potential violence against Joseph Smith and Sidney Rigdon over the Kirtland Safety Society’s failure was such that they had to miss the wedding of Wilford Woodruff to Phebe Carter, which Joseph had intended to perform,² as well as the marriage Rigdon was going to perform of Athalia Rigdon (Sidney’s daughter) to George W. Robinson³ on April 13, 1837. Instead, these marriages were performed by Esquire Williams.

The nine marriages performed by Frederick G. Williams as justice of the peace, in chronological order, are as follows:

<table>
<thead>
<tr>
<th>Groom</th>
<th>Bride</th>
<th>Date</th>
<th>Docket Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nathan B. Baldwin</td>
<td>Sarah A. Pine</td>
<td>January 1, 1837</td>
<td>(p. 210)</td>
</tr>
<tr>
<td>James Thompson</td>
<td>Harriet Wilkinson</td>
<td>January 1, 1837</td>
<td>(p. 211)</td>
</tr>
<tr>
<td>James Coltrin</td>
<td>Hannah Buskirk</td>
<td>February 9, 1837</td>
<td>(p. 211)</td>
</tr>
<tr>
<td>George W. Robinson</td>
<td>Athalia Rigdon</td>
<td>April 13, 1837</td>
<td>(p. 215)</td>
</tr>
<tr>
<td>Jonathan H. Holmes</td>
<td>Marietta Carter</td>
<td>April 13, 1837</td>
<td>(p. 215)</td>
</tr>
<tr>
<td>Wilford Woodruff</td>
<td>Phebe W. Carter</td>
<td>April 13, 1837</td>
<td>(p. 215)</td>
</tr>
<tr>
<td>Elijah Session</td>
<td>Sally Sherwood</td>
<td>May 28, 1837</td>
<td>(p. 220)</td>
</tr>
<tr>
<td>Parley P. Pratt</td>
<td>Mary Ann Stearns</td>
<td>May 14, 1837</td>
<td>(p. 220)</td>
</tr>
<tr>
<td>Luke Luckore</td>
<td>Mary Foster</td>
<td>August 16, 1837</td>
<td>(p. 231)</td>
</tr>
</tbody>
</table>
A notice of the three marriages performed by Esquire F. G. Williams on April 13, 1837, was published in the *LDS Messenger and Advocate* 3 (April 1837): 496, which included the marriage ceremony of Wilford Woodruff and of the two other couples.

**Hymeneal**

Married in this town on the 13th inst. by F. G. Williams Esq. Elder Jonathan H. Holmes to Miss Marietta Carter, Elder Wilford Woodruff to Miss Phebe W. Carter, and Elder George W. Robinson to Miss Athalia Rigdon all of this town.

In the same newspaper, on May 1837, page 512, notice of the marriage of Parley P. Pratt to Mary Ann Stearns by Frederick G. Williams is published:

**Hymeneal**

MARRIED—On the 8th of March last, by Elder Hyrum Stratton, Mr. Charles Adams to Miss Alice Pattison; both of Portage, Allegheny co. N. Y.

In this town, on Sunday evening the 14th inst, by F. G. Williams, Esq. Elder Parley P. Pratt to Mrs. Mary Ann Stearns.

On the same evening, by Elder ___Allen, Mr. Hezekiah Fisk to Miss Lodicia Sly.

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Frederick G. Williams appears in the Kirtland Minutes and Poll Book on several occasions, beginning on October 12, 1830, at an election of state and county offices, which also took up local issues. His name appears as elector (or voter) number 78 (of a total of 111) on page 72, and elector number 93 (of a total of 111) on page 74. The latter vote was for “Recording votes for or against the Sale of the School Lands belonging to the Western Reserve in the State of Ohio given at the Election of State and County offices on the 12th of October 1830.”

Entries that reference Frederick G. Williams while justice of the peace only are found on the following pages, his name appearing in various forms:

Page 143—June 28, 1836. Frederick G. Williams ran for justice of the peace. He won.

Page 145—October 24, 1836. Fred G. Williams was named one of Kirtland’s jurors for the ensuing year.

Page 152—April 7, 1837. F. G. Williams, as justice of the peace, attested to Vinson Knight’s qualification as Kirtland Town Clerk in a certificate that was filed and recorded on this date.

Page 152—April 10, 1837. F. G. Williams as justice of the peace, attested to Newel K. Whitney’s qualification as Kirtland Town Treasurer in a certificate that was filed and recorded on this date.

Page 155—September 22, 1837. F. G. Williams, as justice of the peace, administered the oath of office to Sylvester Smith as Kirtland Town Clerk, Pro Tempore.

Page 155—September 25, 1837. F. G. Williams resigned his commission as justice of the peace.

Page 157—October 14, 1837. Warren A. Cowdery was elected justice of the peace in the place of Frederick G. Williams, who had “resigned his commission,” and Thomas Burdick was elected justice of the peace in the place of Oliver Cowdery, “who has removed from the state.”

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3. *A Map of Kirtland City*, Geauga County, Ohio, [May 18,] 1837, Surveyor Willard W. Beals, F. G. Williams, Justice of the Peace. Located at the Geauga County Archives and Records Center, Chardon, Ohio. This is Kirtland as the Mormons envisioned it would become, not as it actually was. There is a very similar, although not identical, plat of Kirtland City located at the Church History Library in Salt Lake City. The map of Kirtland City is also found on microfilm in Deeds of Geauga County, Ohio, Book 24, between pages 99 and 100. Microfilm #0020240, Family History Library. At the top of the map the following information is printed:

Situated in the Township of Kirtland Geauga County and State of Ohio surveyed into 225 blocks 40 rods square each excepting the center running N & S which is 43 rods E & W & the tier E. of the center is 41 Rods E & W with Streets [unclear] each other at right-angles 4 rods in width and running magnetically N & S, E & W. Each block (excepting what is before excepted) are divided into 20 equal lots containing
half an acre each. Numbered as will appear on the map.

[Here appears the map or plat of Kirtland City]

At the bottom of the map the following information is printed:

The ground on which the Stone Meetinghouse [Temple] stands is 40 Rods front on Smith Street and [15?] Rods on Whitney and Joseph Streets. The N. side of said building is just 4 Rods South of line of Whitney Street and parallels thereto [illegible] exactly 3 Rods W. of the W [illegible] of [illegible] street. All the Lots lying lengthwise on the [N?] side of Smith street are 7 Rods by 20 all the other way 4 by 23 all on the E. side of said street lengthwise 5 Rods by 20 the other way [illegible] one all others 4 by 20 Rods. The above Surveyed and certified by Willard W. Beals, Surveyor of Geauga County. In the Year AD 1837

Be it remembered that in this month of April One thousand eight hundred and thirty-seven Personally appeared the Persons whose names are below inserted personally known to me as part owners of the Kirtland City Plat/ and acknowledged that the plat / drawn and presented by Willard W. Beals County Surveyor, to be their free [illegible] and that they are still satisfied therewith.

F. G. Williams, Justice of the Peace (Seal)


Received 18th & Recorded 24th May AD 1837,
Ralph Cowles, Recorder

Description

Street names around the outside perimeters:
At the top, or north (running east and west): Peter Street
At the bottom, or south (running east and west): Harris Street
On the west (running north and south): Barris Street
On the east (running north and south): Phelps Street

Beginning at the top, or north, and in descending and parallel order going south, the sixteen streets that run horizontally (or east and west) are:
Peter
John
Luke
[illegible]
Gilbert
Whitmer
Hiram
Whitmer [but should be Whitney, as confirmed in the explanation at the bottom]
Joseph
Cahoon
Carter
Kimball
Boynton
Pratt
Hyde
Harris

Beginning at the left, or west, and running to the right, or east, the sixteen streets that run vertically (or north and south) are:
Barris
Christian
Martin
Carlos
William
The temple block, number 113, is bounded on the north by Whitmer [in reality Whitney] Street, on the south by Joseph Street, on the west by Cowdery Street, and on the east by Smith Street. The block to the north is number 114, to the south is 112, to the west is 128, and to the east is 98. The temple block, 113, has a drawing of the temple.

There are fifteen blocks in each of the fifteen columns, hence $15 \times 15 = 225$ blocks. The numbering begins at the top right with block number 1; the last block, number 225, is found at the bottom left corner.

Every other column of fifteen blocks each is numbered in alternating directions: the first column begins on the far right, and the blocks are numbered consecutively downward (blocks 1–15); the second column begins the numbering at the bottom and works itself upward (blocks 16–30); and so forth.

Each block, except the center block with the temple, is subdivided into twenty numbered lots. The temple block has only fourteen numbered lots; the other six unnumbered and unsubdivided lots make up the temple and its grounds.

For each consecutive block, the direction its twenty lots run alternates, either horizontally or vertically. Whether the lots run horizontally or vertically, lot 1 of any block is always on the far right: if running horizontally, at the bottom; if running vertically, then at the top, so that the first (1) and last (20) lots in a block always occupy diagonal corners from each other.


Page 167—Transcript from the docket of F. G. Williams, J. P.

William Crofts vs Lorin Babbit & J. Buskirk

Debt 20.92 “Amicable action on note, the parties attended
Judg. .12½ without process and the defendant confessed
Posting Bail .25 a judgment in favor of the plaintiff, for the
Transcript .37 amount of the note of twenty dollars & interest

Note dated January 2, 1837 whereupon judgement was rendered against said defendant for the above sum with interest and costs

April 11th, 1837, F. G. Williams J P.

In the above suit I Arvin A. Avery acknowledge myself bail for Lorin Babbit & J. Buskirk, in the sum of forty dollars to
[ ] of my goods & chattels, lands and tenements in case the said Babbit & Buskirk fail to make payment of the sum for which judgment is rendered in said suit,

“signed” Arvin A. Avery.

I hereby certify the above to be a true copy of the proceedings had in the case of Wm Crofts, against Louisa Babbit & J. Buskirk as appeared upon the docket, F. G. Williams
late a justice of the peace in Kirtland Township, Geauga Co., as per said docket now in my possession appears
Kirtland May 14th W. A. Cowdery, J.P. Seal”
1838

Page 169—A slightly different copy of the same transcript from the docket of F. G. Williams, JP

William Crofts
Vs
Lorin Babbit & J. Buskirk
Debt 20,
Interest .32
Judg. .12½
Posting Bail .25
Transcript .31

In the above suit of Wm Croft against Lorin Babbit and J. Buskirk I Arvin A. Avery acknowledge myself bail for Lorin Babbit & J. Buskirk in the sum of forty


The docket is a rule-lined notebook with a light brown leather cover, catalogued as having 377 pages and being 35 centimeters in length. I measured it as 13½” long, 9¼” wide, and approximately 1½” thick. The pages are numbered by hand from 1 to 416, but with three unexplained breaks in the sequence. With no corresponding missing sheets, the page numbering jumps from 33 to 35, from 302 to 333, and from 372 to 378. The title on the cover is written in ink and at the top reads “O. Cowdery’s Docket.” In the middle it also reads “Docket” with an “A” beneath it, suggesting that later dockets would be labeled “B,” and so on. At the bottom, “Docket” is again written. There appear to be erasures of other writings that were once on the cover. The manuscript catalogue card indicates that it is also the docket of Warren A. Cowdery and adds the dates 1837–1838. The call number is #HM 63653. A notation indicates that it was “purchased from Carl C. Curtis Nov 21, 1931”; this is the date and person from whom the correspondence of Oliver Cowdery was likewise purchased by the Huntington Library.

A microfilm copy of the Cowdery docket belonging to Richard L. Anderson was sent to him by the Library in 1978. There is also a typed transcription of the Oliver Cowdery portion of the docket, with selected transcriptions of the W. A. Cowdery portion, prepared by David R. Benard, under the supervision of Professor John W. Welch, BYU Law Library (3 Main), titled Oliver Cowdery’s docket: Kirtland, Geauga Co., Ohio, June 14, 1837, to September 15, 1837, Call number KFO 516.G42.A7t 1989.Pagination is the same for the original and the transcription.

Examples

On page 222 of Oliver Cowdery’s portion of the docket is a case against Samuel Brannan and two Smith brothers that concludes amicably with the signature of F. G. Williams, JP.

Van Buskirk & King
Vs
Samuel Brannan
Samuel H. Smith
Don C. Smith
Debt $30.06
Costs .12½

Amicable Action on promissory note of which the following is a copy to wit:

Samuel Brannan   “Painesville Jun 2, 1837
Samuel H. Smith $30 Three months after date we jointly and severally promise to pay Van Buskirk
Don C. Smith

Debt $30.06
Costs .12½

and King or order thirty dollars for Value

Received at their Exchange Office.”
Ex. 25

signed “Samuel Brannan Samuel H. Smith”
“Don C. Smith”

September 14, 1837 the parties attended without process and the defendant confessed judgment in favor of the plaintiff for thirty dollars and six cents debt and costs of suit taxed at $0.12½

September 14, 1837 Execution issued to B. H. Phelps const.

Mayhew Millman

Taken signed and acknowledged before me 25 Sept 1837 (signed) FG Williams JP

The above may be an instance in which Frederick G. Williams, as justice of the peace (attested to in his own hand and with his own signature), either heard the case himself (since Oliver Cowdery’s name is not mentioned, nor does he sign) or did the final certification in a case that began before Oliver Cowdery on September 14, 1837. Oliver Cowdery resigned his commission on September 15, 1837. The only justice of the peace mentioned in the case is Frederick G. Williams, and this on the day he resigned his commission, September 25, 1837.

On page 293 of Warren A. Cowdery’s portion of the docket is the case of Mathew Allen versus Joseph Smith, Oliver Cowdery, and others, which had originated in Esquire F. G. Williams’s court. Judgment was rendered by Williams against the defendants.²

Matthew Allen
Action of debt on judgment rendered

vs

Joseph Smith Jun.
O. Cowdery
Jared Carter
Vinson Knight
Roger Orton & Reynolds Cahoon

being the Kirtland Steam Company

Debt $23.57½
Original cos. 1.31½
Const. Cost. .60
Just. Cost. .72½

On the third day of January 1838
the Kirtland Steam Company issued Scire facia returnable on the 8th at 10 o’clock A. M. which was returned endorsed personally served by reading to four of the within named defendants. Oliver Cowdery not found fees .60

On the 8th the defendants not appearing the interest was calculated and judgment rendered for the sum of twenty dollars & fifty seven ½ cents debt and two dollars and sixty four cents costs of suit.

W. A. Cowdery J. P.
Activities of Esquire Williams

Summary of Frederick G. Williams, JP, in the Cowdery Docket

Frederick G. Williams appears in Oliver Cowdery’s docket thirty-six times, as follows:

Suits and actions taken from the docket of F. G. Williams, justice of the peace (10 total):

- Page 67—FGW’s judgment, rendered May 27, 1837; subpoenaed to appear before Oliver Cowdery.
- Page 68—FGW’s judgment rendered May 27, 1837 [see p. 67]; FGW on receipt of debt paid.
- Page 173—FGW’s judgment rendered July 8, 1837.
- Page 234—FGW’s judgment, no date given.
- Page 263—FGW’s judgment rendered September 4, 1837.
- Page 293—FGW’s judgment rendered August 8, 1837.
- Page 358—FGW’s judgment rendered August 8, 1837.
- Page 361—FGW’s judgment rendered August 28, 1837.
- Page 369—FGW’s judgment rendered August 21, 1837.
- Page 394—FGW’s judgment rendered April 11, 1837.

Other suits and actions in which F. G. Williams is a justice of the peace in the docket (3 total):

- Page 198—FGW issues transcript of case and signs with his own signature; dated September 24, 1837.
- Page 210—[Crossed out] FGW certifies (but does not sign; probably added incorrectly).
- Page 222—FGW certifies and signs with his own signature; dated September 25, 1837.

Suits in which Williams is represented by Henderson and Punderson on debts he is owed (17 total):

- Page 294—Due FGW, signed at Kirtland, January 28, 1837.
- Page 296—Due FGW, signed at Kirtland, July 12, 1837.
- Page 297—Due FGW, signed at Kirtland, June 1837.
- Page 301—Two different suits on the same page, due FGW, Kirtland, June 27, 1837, and September 25, 1837.

- Page 335—Two different suits on the same page, due FGW, Kirtland, July 19, 1837, and June 30, 1837.
- Page 336—Due FGW, signed at Kirtland, January 28, 1837.
- Page 338—Two different suits on the same page, due FGW, Kirtland [no date] and July 28, 1837.
- Page 339—Two different suits on the same page, due FGW, Kirtland January 29, 1837, and February 7, 1837.
- Page 340—Due FGW, signed at Kirtland, June 21, 1837.
- Page 343—Two different suits on the same page, due FGW, Kirtland, [ ] 30, 1837, and February 8, 1837.
- Page 344—Due FGW, signed at Kirtland, July 12, 1837.
- Page 347—Due FGW, signed at Kirtland January 6, 1837.

Suits in which a note originally due F. G. Williams was now due Samuel M. Starr (2 total):

- Page 302—Due FGW, signed at Kirtland, September 24, 1837.
- Page 409—Due FGW, signed at Kirtland, August 29, 1837.

Other miscellaneous cases where F. G. Williams appears in the docket (4 total):

- Page 111—Rights and interests of plaintiff are assigned over to FGW; July 21, 1837.
- Page 188—FGW appears as a witness in a suit; August 18, 1837.
- Page 216—Attached note from N. P. Goodell to FGW judgment assigned to M.C. Davis
- Page 227 Oliver Cowdery resigns his J.P. commission and assigns the docket to FGW, J.P.

Total: 36 references to FGW in the docket, only 10 of which are taken from his docket.

Comparative Summary

There are two suits handled by Oliver Cowdery taken from Fredrick G. Williams’s docket, pages 67, 68.

There are eight suits handled by W. A. Cowdery taken from Frederick G. Williams’s docket, pages 173, 234, 263, 293, 358, 361, 369, 394.
There are twenty-four suits handled by W. A. Cowdery taken from Oliver Cowdery’s docket, pages 235, 237, 239, 250 [two cases], 251 [two cases], 252 [two cases], 253, 258, 264, 267, 268, 286, 291, 295, 297, 350, 351, 359, 397, 407, 411.

There are twenty-four suits handled by W. A. Cowdery taken from Arial Hanson’s docket, pages 236, 243 [two cases], 244 [two cases], 245 [two cases], 246 [two cases], 254, 266, 279, 281 [two cases], 285, 286, 287, 289, 290, 292, 298, 299, 300, 346.

There are two additional suits that began in the docket of two different justices of the peace, to wit: John M. Henderson (page 365) and C. A. Bisbee (page 381).

If the proceedings were amicable, the justice of the peace usually noted this at the beginning (page 395). Some cases required witnesses (page 188). In a few cases, the parties had attorneys (page 64). Sometimes a continuance was granted for a later date (page 199). Sometimes a warrant was issued for the arrest of the defendant (page 225). Routinely, a summons was issued and served by the constable, alerting the defendant of the upcoming case (page 62). Often, when a defendant did not appear, judgment was rendered in absentia and the constable was asked to secure property from the defendant that could satisfy the debt (page 252); most often, the constable would return with an endorsement on the execution that read “no property found to levy on” (page 56), which was duly noted in the docket. Sometimes the defendant was brought in and jailed (page 254). Sometimes another individual would declare himself bail for the defendant, should he not pay the debt. The money for the bail would be taken from “goods and chattels, land and tenements” belonging to the one who put up bail, up to an amount specified, usually more than the original debt (page 15). The costs in cases included the original debt, plus interest and costs associated with the suit. The justice of the peace would usually get $.25 for a routine suit, or $1.07½ for some (page 123). The constable’s fees would usually be $.25, but sometimes more (page 220). A transcript of the proceedings could cost from $.10 to $3.31½ (page 219). The witnesses would get from $.25 (page 124) to $1.50 (page 123), and if bail were put up, that transaction could cost $.25 (page 203). A continuance could cost $.10 (page 199), a summons $.12½ (page 199), a subpoena $.28½ (pages 141, 188) capias $.12½ (page 189), execution $.25 (page 125), adjournment $.10 (page 181), interest $.25 (page 115), satisfaction $.10 (page 112).

Almost all of the suits in Oliver Cowdery’s portion of the docket involve some kind of debt (promissory notes, bills, book accounts). Other unusual cases include: detinue for lumber (page 102), fraud (pages 141, 188), assault and battery (pages 115, 123, 225), larceny (pages 71, 219), unlawful oppression (page 224), trespass (pages 38, 53, 55), trial on properties (pages 69, 184, 187).

As in Oliver Cowdery’s portion of the docket, almost all of the suits in W. A. Cowdery’s portion of the docket also involve some form of debt. Other cases include: perjury (page 228), trial by jury (page 341), arson (page 342), larceny (page 356), trials (page 363, 390, 391, 395), property (page 366), trespassing (pages 249, 396, 404).

A Summary of Oliver Cowdery’s Docket:
A Window on Frederick’s Docket

The docket of a justice of the peace was not a calendar or list of pending cases to be tried. Rather, it was a book wherein entries were recorded which summarized or abstracted the cases that had come before him. For that reason, the cases do not always appear in chronological order.

There are a total of 230 cases presided over by Oliver Cowdery in his docket, which covers the three months he served as justice of the peace in Kirtland, Geauga County, Ohio, from June 14, 1837, to September 14, 1837. Not counted are cases heard by his brother, Warren A. Cowdery, JP, who used portions of the same docket. In Oliver Cowdery’s case, this comes to 63 cases in June (a half month), 72 in July, 70 in August, and 25 in September (also a half month).

Most cases were for indebtedness where the plaintiff would produce a promissory note whose terms for repayment had not been fulfilled as specified and agreed to by signature on the note. These were relatively easy cases that did not take much time, and judgment was rendered whether the defendant was present or not, which judgment included the original debt, interest, and the various court costs.

Of the ninety-four days he was a justice of the peace, Oliver Cowdery went without holding court on only twenty-one of those days, including three missed days.
in June, eleven missed days in July, ten missed days in August, and seven missed days in September. This means that on many days he held multiple proceedings; for example, nine on Friday, June 30; twelve on Saturday, June 24; and seventeen on Saturday, June 17, 1837. Saturday was a popular day to hold the proceedings; no cases were ever held on Sundays, which was the law.

The writs or notices issued to defendants indicate not only the date but the time the parties should appear before the justice. The hour specified for the proceedings to begin range from 9:00 AM to 4:00 PM, with continuances of a case specified to begin as early as 8:00 AM the next day, and as late as 5:00 PM. The most popular time for a proceeding to begin was given as 10:00 AM. Of the seventeen suits held on June 17, 1837, two were scheduled for 9:00 a.m., four for 10:00 AM, two for 11:00 AM, three for 12:00 noon, three for 2:00 PM, and one for 3:00 PM. The defendant did not appear in eight of the seventeen suits held that Saturday.

From the various writs Oliver Cowdery issued (summons, capias, and scire facias), most called for a court appearance from three to four days after the date they were issued. The constable would return within two or three days with the writ endorsed, certifying that the defendant had received the notice or, in some cases, that he could not be found. With a capias order, the constable would usually bring the defendant to court the same date it was issued, and the proceedings would begin right then. Scire facias is defined by *Black’s Law Dictionary* as a “writ requiring the person against whom it is issued to appear and show cause why some matter of record should not be annulled or vacated, or why a dormant judgment against that person should not be revived.” Capias is defined in the same edition of *Black’s Law Dictionary* as “any of various types of writs that require an officer to take a named defendant into custody.”

Not all the proceedings report whether some kind of writ or ordered notice to the defendant preceded the suit; but of those that did record a writ, most of them were summonses (125), followed by scire facias (42), capias (13), and warrants (6), for a total of 186.

**Frederick G. Williams’s Caseload as a Justice of the Peace: An Approximation**

The existence of Oliver Cowdery’s justice of the peace docket is a priceless treasure that gives us a window through which we can gaze into the private, day-to-day financial needs, obligations, and transactions of the Kirtland residents. It clearly shows that there was a consistent need for liquidity or cash in the community, which was usually obtained through personal loans in the form of promissory notes for small sums of money to be repaid with interest in a short amount of time—sometimes in only three days, but sometimes in three months or a year. The docket is also useful as an approximation for what the missing Frederick G. Williams docket might have contained in terms of types of cases, caseload numbers, and their frequency. If we assume not the 230 cases in 3 months (nearly 77 cases per month for Oliver Cowdery), but a more modest 50 cases per month for Williams, that would yield 150 cases in a three-month quarter (80 less than for Oliver Cowdery). That would translate into 700 total cases for Frederick G. Williams’s entire commission of 15 months (50 cases x 15 months).

Of course the total might have been higher, or it might have been lower. Another justice of the peace whose docket should be considered for establishing an approximation of F. G. Williams’s caseload is W. A. Cowdery, Oliver’s older brother. Over a six-month period, from September 15, 1837, to March 19, 1838, his portion of Oliver Cowdery’s docket book reveals that he presided over 189 cases, or an average caseload of 31.5 suits per month. Of course, we must remember that during that timeframe there were far fewer LDS residents of Kirtland who needed the services of a justice of the peace, since the vast majority of Church members had left Kirtland for Missouri, including Joseph Smith Jr. and his counselors in the First Presidency, Sidney Rigdon and Frederick G. Williams. But if Esquire Williams’s caseload was only 32 suits per month, his total would have been some 480 cases (32 x 15). I personally feel that that number is too low and would prefer to use the average between Oliver and Warren. So, if we take Oliver Cowdery’s average caseload per month of 76.5 and Warren A. Cowdery’s average of 31.5 and join them together, we have 108 cases between them, which, when divided by two gives us an average of 54 cases. If we assume Esquire Williams’s caseload was comparable, then he would have had 810 total cases over his term as a justice of the peace (54 cases x 15 months).
Frederick G. Williams’s Remuneration as Justice of the Peace: An Approximation

If Esquire Williams received only $0.25 for each case (recognizing it is likely that he would have received more in certain cases, as did both Oliver and Warren Cowdery), then in fifteen months Williams would have earned between $125 and $175 dollars for his court services. During that same period, he performed nine weddings, administered various oaths, and certified 175 real estate transactions. It has not been possible to ascertain what, if any, fees a justice of the peace was paid for his different services. But if he received a minimum of $0.12½ per instance, then that fee times 184 would equal an additional $23 over the fifteen months of his term. Hence F. G. Williams’s total earnings as a justice of the peace in 1837 could have been $200 or more.

We know from the record of taxes paid by physicians and attorneys in Geauga County for the year 1837 that Dr. Williams paid $0.50 per every $100 dollars earned as a doctor; he listed his medical income as $200 for that year, and paid $1 in medical income taxes. We also know that he paid taxes on seventeen acres of property, valued at $105 for 1837, and that on the chattel tax list for the same year he is listed as owning a horse valued at $40 and a cow, valued at $4.

If we assume Frederick G. Williams earned $200 for his services as justice of the peace and another $200 for his medical services, his income for 1837 would have totaled $400 (leaving aside any monies he may have received as scribe to Joseph Smith Jr. [once listed at $2,000 a year] or any monies he may have received for his properties that he sold [some of which were listed at $2,200]), which would have made President Williams one of the more prosperous men in the Church, which isn’t saying much, since the Saints were very poor. It is no wonder that Frederick was continually approached for loans by numerous individuals both in and out of the Church. For a measure of how often that occurred, we can consider the list of seventeen suits (presented earlier in this chapter) involving promissory notes found in the Cowdery docket. In those cases, Williams turned the notes over for collection to Henderson and Punderson, who brought suits to recover the funds from the defendants in proceedings presided over by W. A. Cowdery.

It is also not surprising that President Williams was one of the men who, when asked, contributed $500 towards the Kirtland Temple construction fund and complied within the hour, which astonished the people.

It is in part President Williams’s relative wealth that prompted the Lord to reveal to Joseph Smith that he should become a member of the United Firm (see D&C 92:1–2), a group of six relatively well-to-do members of the Church, who, as noted in The Life of Dr. Frederick G. Williams: Counselor to the Prophet Joseph Smith, were asked to come up with plans to alleviate the poverty of the Kirtland Saints by providing them with housing, food, and clothing, as well as seeing to the funding of the construction of the temple and the publishing of various Church publications, including the Doctrine and Covenants, the LDS hymnal, and newspapers.


An example of an individual deed certificate, located at the Lake County Historical Society, Mentor, Geauga County, Ohio. Below is a copy of an original printed deed certificate for property sold (and signed) by Joseph Smith Jr. and his wife, Emma Smith, to Samuel Whitney Sr., and attested to and signed by Frederick G. Williams, justice of the peace, on April 10, 1837. It should be noted that this deed was not recorded at the Geauga County Recorders Office until February 2, 1838, nearly ten months later. It is likely that Frederick G. Williams made this and other preprinted deed certificates on the Church’s printing press at the office F. G. Williams & Co. In the copy below, the portion that appears in bold italics was that portion of the certificate that was filled in by hand.
sell and confirm unto the said Samuel Whitney Sen the following described tract or lot of LAND, situate in Kirtland Township No 9 in the 9th Range of Townships, in the Connecticut Western Reserve, in the State of Ohio, and which is also in the County of Geauga and is known as Lot No and is bounded as follows, to wit:

Begining at a stake Fourteen rods south of a stake, which is Eight Chains and seventy six links South Eight degrees East from the South East Corner of the Stone meeting House [Temple] in Kirtland built in the year of 1834 by the Church of the latterday Saints (so call.d). Thence West twenty five rods to a stake—Thence South Eight rods to a stake—Thence East twenty five rods to a stake—Thence North Eight rods to the place of beginning. Containing one acre and forty rods of land

Be the same more or less. To have and to hold the above granted and bargained premises, with the appurtenances thereof unto the said Samuel Whitney Sen his heirs and assigns forever, to his own proper use and behoof. ——— And also, we the said Joseph Smith Jr & Emma Smith do for Ourselves, our heirs, executors and administrators, Covenant with the said Samuel Whitney Sen his heirs, and assigns, that at, and until the ensealing of these presents we wast well seized of these premises, and as a good indefeasible estate, in fee simple, and have good right to bargain and sell the same, in manner and form as is above written ——— and that the same is free from all incumbrances whatsoever. ——— —And furthermore, We the said Joseph Smith Jr and Emma Smith do by these presents, bind Ourselves and our heirs forever to WARRANT and DEFEND the above granted and bargained premises, to him the said Samuel Whitney Sen his heirs and asigns [sic], against all lawful claims and demands whatsoever. ——— —And I the said Emma Smith do hereby remise, release, and forever Quit claim unto the said Samuel Whitney Sen his heirs and asigns [sic], all my right and title of dower in and to the above described premises.

In witness whereof, we have hereunto set our hands and seals this Tenth day of April A.D. One thousand eight hundred and thirty-Seven

Signed, Sealed, Acknowledged, and Delivered

in presence of

(Signed) Hyrum Smith
(Signed) V. Knight

The State of Ohio, ss Personally appeared Joseph Smith Jr & Emma Smith Geauga County, to me personally known as the Signers and Sealers of the above instrument, and acknowledged that they did voluntarily sign and seal the same, and that the same is their free act and will

And I having fully made known and explained to the said Emma Smith the contents of the above Deed, and having likewise examined her separate and apart from her said husband, she declared that she did, of her own free will and accord, voluntarily sign, seal, acknowledge, and, as her free act and deed, deliver the same, without the force, coercion or compulsion of her said husband, and that she is still satisfied with the same.

(Signed) F. G. Williams Justice of the Peace (seal)

Summary of Deeds Certified by Frederick G. Williams, Justice of the Peace

The county recorder copied the contents of the deed into his book when brought to him for recording. It was the practice to include the date when the deed was received, as well as the date when the deed was recorded, together with the county recorder’s signature. There may be some deeds to which Frederick G. Williams attested that were never brought to the county for recording, and thus we would have no record of them in that archive.

There are 175 entries (174 deeds, 1 city plat [24:99]) in these records for which Frederick G. Williams appears as the justice of the peace. He also appears as one of the witnesses in most of those cases. In addition, his son Ezra Granger Williams appears as a witness three times (24:488, 24:603, 25:280), and his daughter Lucy Eliza Williams appears once (25:104).

Deeds were not recorded in the justice of the peace’s dockets; rather, they were filled out in preprinted forms with blank spaces for the names, dates, descriptions, witnesses, and so forth. One copy was given to the buyer, who was urged to take it to the county recorder, who copied the information into his journal.

Many of the deeds were paid in full at the time of the transaction, but some deeds were actually mortgages,
and in later county recordings, the distinction is included in the title. When it is a mortgage and not a deed, the county recorder left a space of about three inches below the document, so that when the debt was satisfied it could be duly recorded. Some were satisfied within a short time, while some took years.

Next to the sellers’ signatures and next to the signature of the justice of the peace, the recorder drew a seal, implying that at one time there may have indeed been a seal of some kind. Even today such language appears on deeds, but no seal is applied.

The deeds did not actually say witnesses, but rather “Signed, Sealed, Acknowledged, and Delivered in presence of,” followed by a space for the two witnesses to sign their names and, across from theirs, a space for the sellers to sign their names.

Directly below the signatures is a section of the deed that states that the justice of the peace has interviewed the wife of the seller “separate and apart” from her husband and certifies that she is in agreement with the sale “without the force, coercion or compulsion of her said husband, and that she is still satisfied with the same.”

Regarding the many deeds recorded by the county recorder, in almost all cases, the justice of the peace issuing the deed signed his name as one of the witnesses. The justice signed his name at the end of the deed. In Williams’s case, he nearly always listed the place (Kirtland) and the date when he attested to the transaction next to his signature. Most justices of the peace did not indicate the place or date next to their signature. On a few occasions in the body of the deed, the transaction between seller and buyer may have actually occurred on an earlier date than when attested to before the justice of the peace.

Ultimately, it was the responsibility of the buyer to have the deed recorded as a protection, but it was not needed to make the deed legal and binding. Some buyers delayed having the deed recorded for several months, even years. Perhaps some never were recorded with the county.15

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Notes

1. M. Scott Bradshaw addresses Sidney Rigdon’s difficulties performing weddings and concludes that the 1835 challenge was motivated by a prejudiced judge. According to Ohio’s laws, Rigdon, as well as Joseph Smith Jr. (or any other LDS elder), were legally authorized to perform weddings as ordained elders of the Church. Rigdon continued to perform weddings but used his (apparently) valid license as a minister of the Baptist church. See M. Scott Bradshaw, “Joseph Smith’s Performance of Marriages in Ohio,” BYU Studies 39, no. 4 (2000): 23–69.

2. “The ceremony was performed by President Frederick G. Williams. The Prophet Joseph had intended to marry them, but owing to severe persecution, he was compelled to be absent from home.” Matthias F. Cowley, ed., Wilford Woodruff, Fourth President of The Church of Jesus Christ of Latter-day Saints; History of His Life and Labors as Recorded in His Daily Journals, 2d ed. (Salt Lake City: Deseret News, 1916), 69. According to Woodruff’s diary, the leaders’ lives were “sought for by wicked and ungodly men.” Scott G. Kenney, ed., Wilford Woodruff’s Journal: 1833–1898 Typescript, 9 vols. (Midvale, Utah: Signature Books, 1983), 1:140.

4. Although the Frederick G. Williams docket has not been located and may no longer exist, these page numbers from the Williams docket are apparently correct, having been listed in county records.

5. Frederick G. Williams, including his former property, are referenced on the following pages: 72 (October 12, 1830, vote), 74 (October 12, 1830, vote), 117 (March 3, 1834, “Lands formerly owned by F. G. Williams on Lot 29”), 121 (March 30, 1934, “as far as the Bridge by Dr. Williams”), 145 (October 24, 1836, named juror “for ensuing years”). Additional pages of the minutes and poll book, where his activities as justice of the peace are recorded, are listed in the body of this document.

The second volume of the Minutes (April 1838–March 6, 1846) also references Frederick G. Williams’s former property on the following pages: 43 (March 1, 1841, “F. G. Williams land on Lot 30”), 74 (March 6, 1843, “and the land formerly owned by F. G. Williams in Lots 29 & 30 Tract 1”), 76 (March 6, 1843, redistricting continued, “and the small Lots sold from the Williams Farm lying on the State Road in Tract No. 1”).

6. Unfortunately, there are misspellings and misreadings in the transcription.

7. It may be that the hard feelings against President Williams at this time stemmed not only from the failure of the Kirtland Safety Society, but from judgments he had rendered in court.

8. Henderson and Punderson were suppliers of botanical medicines, located in Cleveland, Ohio.


11. “Taxes on Attorneys & Physicians in Geauga Co. 1837,” in Auditor’s Tax Duplicate for Geauga County, Ohio, 1837 (Chardon, Ohio: Geauga County, n.d.), 434, Geauga County Courthouse, Chardon, Ohio. Williams had listed the same $200 in earnings as a medical doctor the previous tax year. See Auditor’s Tax Duplicate for Geauga County, Ohio, 1836, 342.

12. Land Tax Record, Geauga Co., 1837, 28, copy at Family History Library, microfilm 0559345. Frederick G. Williams’s property is listed in range 9, township 9, tract 1, lot 18, portion E, containing seventeen acres and valued at $105 under Land & Homes Tax—Kirtland. He also appears on the chattel tax list for 1837 as the owner of one horse valued at $40 and one cow valued at $4. Williams also appears under the “Physicians & Attorneys Tax Geauga, Co., 1837,” Land Tax Records, 301, which lists his income as $200 and taxes paid as $1; but he does not appear on the Personal Property Tax—Kirtland for 1837.

13. “Thursday, June 25 [1835] there was a meeting in Kirtland to subscribe for the building of the Temple; and $6,232.50 was added to the list. Joseph Smith subscribed $500.00; Oliver Cowdery, $750; W. W. Phelps, $500; John Whitmer, $500; and Frederick G. Williams, $500; of the above, all of which they paid within one hour, and the people were astonished.” Joseph Smith Jr., History of The Church of Jesus Christ of Latter-day Saints, ed. B. H. Roberts, 2d ed., rev., 7 vols. (Salt Lake City: Deseret Book, 1971), 2:234.


15. There are some irregularities in the county recorder’s books. For example, there is a jump in the numbering of the books from book 27 to book 30, but there are no books 28 or 29. Another irregularity is found in book 23. It begins receiving and recording deeds in September 1836, while book 22 ends with deeds being recorded in January 1837, both by Ralph Cowles, recorder. It would appear that entries were being made in the new volume well before the previous volume was filled up, which contained some 620 pages.