F. G. Williams,
Administrator for the Estate of A. S. Gilbert

Frederick G. Williams
When Joseph Smith first journeyed to Missouri in 1831, his party of seven fellow travelers included one woman, Elizabeth Van Benthuysen Gilbert, wife of Algernon Sidney Gilbert. Elizabeth’s presence undoubtedly persuaded the brethren to accommodate her comfort and privacy as much as possibly by using canal and river transportation for much of the trip. Joseph’s history records the following:

On the 19th of June, in company with Sidney Rigdon, Martin Harris, Edward Partridge, William W. Phelps, Joseph Coe, Algernon S. Gilbert and his wife, I started from Kirtland, Ohio, for the land of Missouri, agreeable to the commandment before received. . . . We went by wagon, canal boats, and stages to Cincinnati. . . . We left Cincinnati in a steamer, and landed at Louisville, Kentucky, where we were detained three days in waiting for a steamer to convey us to St. Louis. At St. Louis, myself, Brothers Harris, Phelps, Partridge and Coe, went by land on foot to Independence, Jackson county, Missouri, where we arrived about the middle of July, and the rest of the company came by water a few days later.1

The rest of the company, of course, consisted of Sidney Rigdon and the Gilberts, who had been members of the Church for less than a year.

Elizabeth Gilbert was then nearly thirty-one, and Sidney Gilbert was ten years older at forty-one. Frederick G. Williams, who was then forty-three, was among those who welcomed the couple to Zion. Frederick and Rebecca (eleven years his junior) and Sidney and Elizabeth (with a comparable spread between their ages) had known each other before, since both couples were among those who had joined the Church in Kirtland in 1830.

Brief Biography of Sidney Gilbert
Algernon Sidney Gilbert was born on December 28, 1789, at New Haven, Connecticut.2 In 1817, at age twenty-eight, he moved to Painesville, Ohio, some five miles from Kirtland. By the early 1820s, he was an established businessman with a store in Painesville and real estate interests in the surrounding communities south of Lake Erie. Early on, Gilbert had hired Newel K. Whitney, six years his junior, as his clerk and bookkeeper in the Painesville store. The two bachelors worked together for some five years before either of them married. Whitney married Elizabeth Ann Smith on October 20, 1822, and moved to Kirtland to strike out on his own. A year later, on September 29, 1823, Sidney married Elizabeth Van Benthuysen. By 1826, Sidney and Elizabeth Gilbert had moved to Kirtland, where Gilbert became a partner with his former Painesville employee in a general goods store in Kirtland, the N. K. Whitney & Co. Store. Orson Hyde was contracted as a clerk.

Elizabeth Van Benthuysen was born on August 5, 1800, in Albany, New York. Her father, Jacobus Van Benthuysen, was Jewish, a descendant of Paulus Martense Van Benthuysen, who came to America from Holland. Jacobus died when Elizabeth was a young girl, and her distraught mother moved to Canada with her young son, leaving Elizabeth and her sister, Keziah Keturah, to be raised by her sister-in-law.

Elizabeth and Sidney had but one son born to their union, but he did not live to adulthood. The Gilberts, however, did have an extended family. In 1828, Elizabeth’s widowed sister, Keziah V. B. Rollins, sent two of her children to Ohio to live with Sidney and Elizabeth: James Henry Rollins (age 12), and Mary Elizabeth Rollins (age 10). A year later Keziah and her youngest daughter, Caroline (age 9) joined them. Thus, by 1830 Sidney Gilbert’s family “consisted of his wife Elizabeth, his wife’s sister Keziah, her children James Henry (age 14), Mary Elizabeth (age 12), Caroline Amelia (age 10), and himself.”3

Elizabeth and Sidney Gilbert’s Conversion
After hearing the missionaries to the Lamanites preach the gospel and bear their testimonies of the Book of Mormon, the Gilbert/Rollins extended family joined the Church during October and November 1830; their fellow converts included the Williamses, Whitneys, Rigdons, Morleys, Cahoons, Dibbles, Thayers, Wights, and others.4 Sidney Gilbert’s niece, Mary Elizabeth Rollins Lightner,5 recorded the family’s conversion and baptism in her autobiography, which is simply titled “Mary Elizabeth Rollins Lightner.”6 Mary was a twelve-year-old girl at the time.

When I was ten years old, we moved to Kirtland, Ohio, and lived in a house belonging to Algernon Sidney Gilbert, mother’s sister’s husband. We remained there two years, when we heard of the plates of the Book of Mormon being found by Joseph Smith. Soon the news was confirmed by the appearance of Oliver
Cowdery, Peter Whitmer, and Ziba Peterson, with the glorious news of the restoration of the Gospel through the Prophet Joseph Smith. They bore a powerful testimony, by the Holy Spirit, of the truth of the great work they were engaged in; and which they were commissioned by the Father to present to all the world.

Quite a number of the residents of Kirtland accepted baptism, mother and myself also, in the month of October, 1830. A branch of the Church was organized, and Father Morley was ordained an Elder to preside over it. He owned a large farm, about a mile from Kirtland, and some three or four families went there to live, and meetings were held there. A good spirit and one of union prevailed among the brethren for some time. After Oliver Cowdery and his brethren left there for Missouri on their mission to the Lamanites, a wrong spirit crept into our midst, and a few were led away by it.

Apparently there were not any copies of the Book of Mormon available in Kirtland after the missionaries to the Lamanites departed (which is odd), until John Whitmer brought one to presiding Elder Morley, sent to him by Joseph Smith. It is also strange that Mary Elizabeth reports Brother Morley as saying few of the brethren had ever seen the book. She continues:

About this time John Whitmer came and brought a Book of Mormon. There was a meeting that evening, and we learned that Brother Morley had the Book in his possession—the only one in that part of the country. I went to his house just before the meeting was to commence, and asked to see the book; Brother Morley put it in my hand, as I looked at it, I felt such a desire to read it, that I could not refrain from asking him to let me take it home and read it, while he attended meeting. He said it would be too late for me to take it back after meeting, and another thing, he had hardly had time to read a chapter in it himself, and but few of the brethren had even seen it, but I plead so earnestly for it, he finally said, “child, if you will bring this book home before breakfast tomorrow morning, you may take it.” He admonished me to be very careful, and see that no harm came to it.

Mary Elizabeth records that the whole family, including Sidney Gilbert, stayed up late reading the copy she borrowed from Morley.

If any person in this world was ever perfectly happy in the possession of any coveted treasure I was when

I had permission to read that wonderful book. Uncle and Aunt [Sidney and Elizabeth Gilbert] were Methodists, so when I got into the house, I exclaimed. “Oh, Uncle, I have got the ‘Golden Bible.’” Well, there was consternation in the house for a few moments, and I was severely reprimanded for being so presumptuous as to ask such a favor, when Brother Morley had not read it himself. However, we all took turns reading it until very late in the night—as soon as it was light enough to see, I was up and learned the first verse in the book. When I reached Brother Morley’s they had been up for only a little while. When I handed him the book, he remarked, “I guess you did not read much in it.” I showed him how far we had read. He was surprised, and said, “I don’t believe you can tell me one word of it.” I then repeated the first verse, also the outlines of the history of Nephi. He gazed at me in surprise, and said, “child, take this book home and finish it, I can wait.”

Twelve-year-old Mary Elizabeth finished reading the Book of Mormon in three months. She was rewarded for her diligence and testimony with her own copy of the book, a gift presented by the Prophet himself, who arrived in Kirtland about the first of February 1831.

Before or about the time I finished the last chapter, the Prophet Joseph Smith arrived in Kirtland, and moved into a part of Newel K. Whitney’s house (Uncle Algernon’s partner in the Mercantile Business), while waiting for his goods to be put in order. Brother Whitney brought the Prophet Joseph to our house and introduced him to the older ones of the family (I was not in at the time.) In looking around he saw the Book of Mormon on the shelf, and asked how that book came to be there. He said, “I sent that book to Brother Morley.” Uncle told him how his niece had obtained it. He asked, “Where is your niece?” I was sent for; when he saw me he looked at me so earnestly, I felt almost afraid. After a moment or two he came and put his hands on my head and gave me a great blessing, the first I ever received, and made me a present of the book, and said he would give Brother Morley another.

Six months after his baptism and five months after Joseph’s arrival in Kirtland, Sidney Gilbert asked the Prophet to inquire of the Lord regarding his responsibilities in the Church. In the response, given in early June 1831, the Lord tells him that he is to forsake the world, become an agent for the Church, and “take your
journey with my servants Joseph Smith, Jun., and Sidney Rigdon.” As we have seen, the Gilberts departed Kirtland for Missouri with the Prophet and his party on June 19, 1831.

**Gilbert Commanded to Establish a Store in Missouri**

On July 20, 1831, a short time after the Gilberts’ arrival in Missouri, the Prophet received a revelation in answer to his yearning prayer: “When will the wilderness blossom as the rose? When will Zion be built up in her glory, and where will thy Temple stand?” The revelation included the duties of those who should make their homes in Missouri or, in other words, “be planted” in Zion. Chief among them was Sidney Gilbert, who was appointed the Church agent to receive moneys and instructed to purchase lands, establish a store, and employ clerks to provide goods for the Saints:

> And let my servant Sidney Gilbert stand in the office to which I have appointed him, to receive moneys, to be an agent unto the church, to buy lands in all the regions round about, inasmuch as can be done in righteousness, and as wisdom shall direct. . . .

> And again, verily I say that my servant Sidney Gilbert plant himself in this place, and establish a store, that he may sell goods without fraud, that he may obtain money to buy lands for the good of the saints, and that he may obtain whatsoever things the disciples may need to plant them in their inheritance.

> And also let my servant Sidney Gilbert obtain a license—behold here is wisdom, and whoso readeth let him understand—that he may send goods also unto the people, even by whom he will as clerks employed in his service;

> And thus provide for my saints, that my gospel may be preached unto those who sit in darkness and in the region and shadow of death.

Gilbert started from Missouri for Kirtland with Joseph Smith on August 9, 1831. While Gilbert was in Ohio collecting and purchasing supplies for the store in Independence, the Prophet received a revelation on September 11, 1831, which answered the question many of the Saints living in Kirtland had had on their minds: shall I sell my property and move to Missouri? The revelation appears in the D&C as section 64. Isaac Morley had been commanded to sell his farm (verse 29). Frederick was told not to sell his farm (verse 21). Gilbert must have wondered what to do about his partnership with Whitney and their Kirtland store. The Lord answered, “And it is not meet that my servants, Newel K. Whitney and Sidney Gilbert, should sell their store and their possessions here” (verse 26).

Nevertheless, Gilbert had been told in the revelation that he should soon return to Zion: “And now, verily I say that it is expedient in me that my servant Sidney Gilbert, after a few weeks, shall return upon his business, and to his agency in the land of Zion” (verse 18). Mary Elizabeth confirms that Sidney Gilbert made the return trip to Missouri with his extended family and others, soon thereafter: “In the fall of 1831, in company with Bishop Partridge, Father Morley, W. W. Phelps, Cyrus Daniels and their families, mother and myself, my brother Henry and sister Caroline, under the guardianship of Algernon S. Gilbert, left Kirtland for Independence, Jackson County, Missouri. Soon, quite a number of the saints settled in Independence. Uncle Gilbert opened a store of dry goods, and groceries; while his partner, Newel K. Whitney, kept one in Kirtland, where they had one for several years before the Gospel came to them.”

James Henry Rollins, Mary Elizabeth’s older brother, detailed the trouble they had on their journey and the delays due to ice on the river:

> I accompanied them; at the first of October we prepared to start, as we had to go from Kirtland across the western reserve to the Ohio River, which we did in wagons; taking the families of W. W. Phelps, Isaac Morley and several others families; also my mother’s family, two sisters and myself. We were delayed when we got to Arrow Rock, one hundred miles below Independence, on account of the great flow of ice. The steamer turned back, and we remained there with W. W. Phelps for at least 5 weeks, when the wagons came from Independence, where we arrived about the 1st of January, 1832.

**The Gilbert & Whitney Store in Independence**

Geraldine H. Bangerter and Susan E. Black indicate that for the location of the first store, Gilbert “purchased for $371 in the name of Gilbert and Whitney from Smallwood Noland the old log courthouse in Independence, built in 1828. This property included one-half acre of land on the corner of Lynn and East
Lexington streets.” The second location for the store, lot 51, was purchased from James Poole for $700 on November 19, 1832. A mob attacked the store a year later and scattered its goods in the street.

Facing Independence Square at the northwest corner of the intersection of Liberty and Lexington Streets was an LDS Church general store, managed in 1833 by A. Sidney Gilbert by a commandment of the Lord (D&C 57:8; 58:37). This store was on Lot 51 of the original 1827 Independence land sale. The lot and a building on it were purchased by Gilbert and Whitney Company on Nov. 19, 1832, for $700. The store was named for Gilbert and Newel K. Whitney, a Mormon businessman at Kirtland, Ohio. The Gilbert and Whitney Store was also known as the Bishops’ Storehouse. The early Latter-day Saints in Jackson County practiced economic principles of consecration, and the store was used to sell their goods and other merchandise. A mob closed the store on July 20, 1833. Four months later, on the night of Nov. 1, 1833, a mob attacked the store, scattering its goods in the street and terrorizing Latter-day Saints throughout the village.

Property and Goods of Gilbert & Whitney

It is not necessary to further detail the life of Sidney Gilbert, except to say that he was persecuted and placed in jail, and, after the attack on the store in Independence, he established another store in Liberty, Clay County, Missouri, but without giving up the store and property in Independence. On December 16, 1833, the Lord revealed to the Prophet that he didn’t want his storehouse turned over to the enemies of the Church:

> And again, I say unto you, it is contrary to my commandment and my will that my servant Sidney Gilbert should sell my storehouse, which I have appointed unto my people, into the hands of mine enemies. . . .
>
> Therefore, it is my will that my people should claim, and hold claim upon that which I have appointed unto them, though they should not be permitted to dwell thereon.

As the Lord’s agent in Missouri and as a member of the United Firm, Sidney Gilbert had purchased land and property and distributed goods and services to the poor and needy of the Church throughout the Midwest. Together with his partner, Newel K. Whitney, he used what was termed the bishop’s storehouse to distribute the merchandise. These stores were located in Kirtland, Ohio, and in Independence and Liberty, Missouri. Obviously, his own property and goods were often comingled with those of the Church. When Gilbert died, it fell to Frederick G. Williams, as administrator of the estate of the deceased, to unravel and separate the one from the other. We know that Elizabeth Gilbert had officially asked Frederick G. Williams on July 14, 1838 to serve in that capacity; it is likely that the Prophet had requested Williams’s appointment even earlier.

Algeron Sidney Gilbert died suddenly on June 29, 1834, of cholera soon after Zion’s Camp had arrived at his home near Liberty, Missouri. Dr. Williams had been the attending physician. James Henry Rollins wrote of his uncle’s death:

> Joseph the Prophet and William his brother, with Dr. E. G. Williams and several others, stayed at our place, and, the majority of the camp going down Bush Creek some three-fourth of a mile from us to the farm of John Burk, where many were stricken with Cholera and died. There were five died at our house, namely: William Weeden, a brother Judd, Jesse Smith a cousin of Joseph, Sidney Gilbert and Phoebe Murdock. During this time of sickness I was sent by the Prophet and Dr. Williams to Liberty for medicine.

Williams Expense Documents, Gilbert Estate: 1837 and 1839

Frederick G. Williams worked on the Gilbert estate over a period of at least four years starting in 1837 and probably earlier, but the record is not complete. For example, there is no official document appointing Williams as the administrator of the estate in Ohio, only in Missouri. Yet we know he worked in that capacity in Ohio too.

The first extant “receipt” in connection with the Gilbert estate is found in Dr. Williams’s medical ledger, dated March 25, 1837, from Kirtland, Ohio. Under the name Nehemiah Harmon, the doctor notes three visits totaling $3.38 in the debit column. In the credit column is written “From ledger A” and “Dr. Gilbert’s est.” Also in the medical ledger under the name Mayhew Hillman, but without a date this time, the doctor notes two visits totaling $4.20 in the debit column and $4.20 in the credit column. In addition, there is a notation
reading “From Leg A. $1.20” and another reading “Gilbert est. B. 50.”

The next receipt in chronological order is dated October 21, 1837. It is a sheet of paper written in ink, titled “Estate of A S Gilbert.” On it President Williams lists the expenses for two days at court, tavern expenses at the same location (it would appear that the presiding judge, probably a justice of the peace, held court at the Johnson Inn close to the Newel K. Whitney store), costs paid to a clerk, costs for printing an announcement in the newspaper, and two days examining the record books to settle the account with Newel K. Whitney, the surviving partner. He signed and dated the document as the administrator of the estate of the deceased Algernon S Gilbert. The total expenses in Kirtland came to $12.38.

Estate of Algernon S. Gilbert De
Oct 29, 1837—2 Days Session at court—12/ $3.00
Tavern expenses at same 1.88
Cost paid clerk 3.00
* * print for advertising 1.50

Oct 20-21—2 days session examining book & paper & settling account with N Whitney surviving partner of Algernon S Gilbert—12/ 3.00
Kirtland 21st October 1837
F G Williams Administrator of Est Algernon S Gilbert Desd

Dr. Williams made a similar summary list of all of his activities in Missouri while administering the Gilbert estate and likewise included the dates and expenses for his services. It is on a narrow sheet of paper some four inches wide and is written in ink. On the back, Williams wrote, “Gilbert Estate Expenses of.”

Expend Time &c On the Estate of A S Gilbt
July 10 [1838] 3 days time & expenses attending court &c $5.00
W W Phelps 3 days 5.00
Aug 27 Attend court by reque st of the widow to advise with and employ attorney three days 5.00
October 1—3 days & expenses at court to answer to W W Phelps demand 5.00
August examinat of property 1 day 1.50
March 1 1839 attend court 3 days to obtain an order to sell Far West property &c but failed 5.00
March 23—3 days attend sale at Far West 5.00
Wm Slade one day
W W Phelps & Reed Peck
1 day to appraise the property 9.00
May term attend court 2 days to obtain order to sell & succeeded 3.75
May 10—to Liberty to consult lawyer 2.00
24—to Liberty to make a deed to Arthur all the expense for the above services amount to 9.63

These two personal summary sheets of expenses provide an outline guide of Williams’s activities as administrator. They also serve to expand the context of the documents in the estate file itself, found at the county clerk’s office in Caldwell and Clay counties. The Caldwell County documents, in turn, confirm the accuracy of Dr. Williams’s statements. If we did not have the actual court documents, it would be difficult to accurately identify all that was going on in Williams’s expense report. Fortunately, however, we do have those court documents, and, using them as guide, it is possible to expand on the above outline with additional information. First, the total expenses in Missouri came to $57.89. Adding together the expenses Dr. Williams incurred in Ohio and Missouri, the grand total is $70.27, a sizeable amount of money. As we shall see, the Gilbert & Whitney store goods property sold for $23.75, while the five Independence properties sold for $300.

Dates of FGW’s Activities on the Gilbert Estate:
From Court Documents and His Own
Oct. 20–21, 1837 Kirtland, Ohio—two days examining books of partner N. K. Whitney
Oct. 29–30, 1837 Kirtland, Ohio—two days session at court [justice of the peace]
July 10–12, 1838  Clay County Courthouse (Liberty)—three days working on the estate.

Liberty is about thirteen miles north of Independence.

July 14, 1838  Liberty, Clay County—Clerk Abraham Shafer issued bond and letters to Williams.

Aug. 27, 1838  Far West, Caldwell County—Williams was at court at the request of the widow, Elizabeth Van Benthuysen Gilbert (1800–1891).

Sep. 5, 1838  Far West, Caldwell County—Williams presented the inventory of the Gilbert & Whitney store goods property to John Cleminson, clerk of the court for Caldwell County. As we learn subsequently, the items were appraised by William Slade and Reed Peck and receipted by John Corrill.

Oct. 1–3, 1838.  Three days and expenses at court to answer W. W. Phelps's demands.

Possibly at Far West, Caldwell County, but I cannot be sure.

Mar. 1–3, 1839  Far West, Caldwell County—Three days at court trying to obtain an order to sell the Far West store goods property, “but failed.”

Mar. 15, 1839  Liberty, Clay County—Williams made an affidavit before Abraham Shafer, clerk of the court, regarding the sale of properties in the Gilbert estate, which was published in the Western Star.

Mar 23–25, 1839  Far West, Caldwell County—Three days for the sale at Far West of the store goods property that had been appraised at $37.80 by William Slade and Reed Peck and receipted by John Corrill. The sale, at auction, came to $23.75, with W. W. Phelps as clerk of the sale. The above was duly sworn to before John Cleminson, clerk of the County Court of Caldwell County, on March 23, 1839.

May 10–11, 1839  Liberty, Clay County—Williams went to Liberty to consult a lawyer and attended court two days to obtain the order to sell the real estate properties; he succeeded in obtaining the order.

May 21, 1839  Independence, Jackson County—The three appraisers of the Independence properties belonging to Gilbert & Whitney—William Lawrence, Moses G. Wilson, and Henry Budge, all of whom lived in Jackson County—swore before Justice of the Peace Samuel Weston of Jackson County that they had no interest in the properties (a fourth of lots 51, 104, 105, 108, and 109) that they had appraised that day at $350. In all likelihood, Dr. Williams was present.

May 21, 1839  Liberty, Clay County—Williams presented to the Court of Clay County a summary of the appraisal ($350) and sale of the Gilbert & Whitney properties in Independence (a fourth of lots 51, 104, 105, 108, and 109), which were sold to Michael Arthur for $300, well below the price they paid for them.24

May 24, 1839  Liberty, Clay County—Williams said he went to Liberty to make out a deed to Michael Arthur, who purchased the Gilbert & Whitney properties in Independence.

May 25, 1839,  Liberty, Clay County—Frederick G. Williams appeared before Justice of the Peace John Hendley, Clay County, Missouri, and swore that he had no interest in the Gilbert & Whitney properties for which he had arranged the sale.

In all, some twenty-four days were listed by Williams as part of the expenses for work on the Gilbert Estate. The total expenses, including lodging, advertising, appraising, and selling, came to $70.27.

Kirtland Property

In addition to the Missouri properties, the final disposition of perhaps the last property in Kirtland that had belonged to Gilbert & Whitney came in the latter half of 1839. The one-acre plot of land in lot 17 was first sold by Peter French to Newel K. Whitney & Co. on March 5, 1829, who sold it to Samuel Whitney and Elizabeth Gilbert (Algernon Sidney Gilbert’s widow) on October 22, 1839, who then sold it back to Newel K. Whitney on December 26, 1839, and June 2, 1838.25

The Gilbert Estate Documents: 1838

The originals of the next set of documents are found in the county clerk’s office of Clay County, Missouri.
Copies were obtained by Parley R. Neely in the early 1970s and turned over to the LDS Archives in Salt Lake City. They are used by written permission obtained from the county clerk’s office.

The first document, in chronological order, is the written request by widow Elizabeth Gilbert to the county clerk for Frederick G. Williams to be the administrator of the estate of her late husband, Algernon S. Gilbert. Although handwritten, it appears to be a form letter to which are added the particulars. In this case, the day was left off, and the first name of the deceased was misspelled (twice), suggesting someone other than Elizabeth Gilbert wrote the request; she merely signed it.

To Abraham Shafer Clerk of the County Court of Clay County in vacation

I Elizabeth Gilbert widow of and relict of Angenon [sic] S. Gilbert deceased late of Clay County Missouri do hereby renounce my rights or preferences as next of kin to the said Agernon [sic] S. Gilbert to the administration of said estate, and request that Fred[erick] G. Williams may be permitted to administer on said estate.

Given under my hand & Seal this 14th day of July 1838

Attests

(signed) Elizabeth Gilbert (Seal)

On July 14, 1838, Frederick G. Williams was officially bonded by the state of Missouri to act as the administrator of the Gilbert estate; the security was provided by John Whitmer and Jacob Shumaker. Bold italics indicate handwritten text.

ADMINISTRATORS’ BONDS.

Know all men by these presents, that I Frederick G. Williams as principal, and Jacob Shumaker & John Whitmer as security, are held and firmly bound unto the state of Missouri, in the full sum of Twelve hundred dollars: To the payment of which, well and truly to be made, we bind ourselves, our heirs and assigns, jointly and severally, firmly by these presents. Signed and sealed the 14th day of July A.D. 1838.

The condition of the above bond is, that if Frederick G. Williams administrator of the Estate of Algernon S. Gilbert deceased, shall faithfully administer said Estate, account for, pay and deliver all money and property of said estate and perform all other things touching said administration required by law, or the order of any Court having Jurisdiction, then the above bond to be void, otherwise to remain in full force.

Attested

F. G. Williams (seal)

Abraham Shafer (clerk)

John Whitmer (seal)

Jacob Shumaker (seal)

STATE OF MISSOURI:
COUNTY OF CLAY ss

The affidavit of Frederick G. Williams an application for letters of Administration on the Estate of Algernon S. Gilbert deceased, states to the best of his knowledge and belief that the deceased died without a will and that he left a widow who resides in Caldwell County Missouri, and furthermore that he will make a perfect inventory of and faithfully administer et. the Estate of the deceased and pay the debts as far as the assets will extend and the law direct and account for and pay all assets which shall come to his possession or knowledge.

F. G. Williams (signed)

Sworn and subscribed to before me: Clerk of Clay County Court this 14 day of July A. D. 1838

Abraham Shafer (signed) Clerk.

On the same day, July 14, 1838, official letters were signed certifying that Frederick G. Williams had the authority of the court to act as the administrator of the Gilbert estate.

LETTERS OF ADMINISTRATION

STATE OF MISSOURI

COUNTY OF CLAY ss

I ABRAHAM SHAFER Clerk of the County Court, within and for the county aforesaid: To all who shall see these presents greetings—Know ye, that whereas Algernon S. Gilbert late of the county of Clay having died intestate as is suggested, and Frederick G. Williams having given bond, with satisfactory security and complied with the requisitions of the law; I do, by these presents, give and grant unto the said Frederick G. Williams full power and authority to administer, all and singular, the goods and chattels, rights and credits, of said deceased, wherever the same may be found, and to ask, demand, require and receive, all manner of debts, due and owing, said deceased, and well and truly to
dispose of the same, according to law: And lastly, I do
appoint the said Frederick G. Williams
Administrator of all and singular the goods and chattels, rights and credits, lands and tenements, of the
said Algernon S. Gilbert deceased, well and faithfully
to administer the same according to law.

In testimony whereof I have hereunto at office
affixed the seal of said Court, this 14th
day of July A.D. 1838

Abraham Schafer clerk

STATE OF MISSOURI
COUNTY OF CLAY Sct. I ABRAHAM SHAFER,
Clerk of the County Court, within and for the afore
said county, do hereby certify, that the foregoing let-
ters of administration, are duly recorded in my office,
in Book C, page 7.

In testimony whereof, I have hereunto
At office affixed the seal of said Court
This 14th day of July
A.D. 1838

Abraham Schafer clerk

The next set of documents is dated September 5,
1838. It includes (1) a list of names of individuals and
the amounts they owed to Gilbert & Whitney; (2) a
list of deeds of property owned, including lot 51 in
Independence, Jackson County, where the store was
located in 1833; and (3) an inventory of the goods at
the Gilbert & Whitney store and their value. This last
document gives us a look into what was in stock for a
homemaker to purchase at the store. Frederick G. Wil-
lions prepared the inventory, while William Slade and
Reed Peck appraised the items.

On Examining the Books, Papers,
and Property of Gilbert & Whitney I find
the following:

Sundries Dbt to Gilbert and Whitney as per Books
Joshua Lewis (now dead) 2.66
Pea & Nichols of Booneville 1.75
Parley P. Pratt Caldwell Co. 30.76
Jacob Whitmer " " 0.63
Calvin Beebee " " 1.02
Morris Phelps " " 2.31
Jerome Benson " " 14.73
Carter Graham " " 0.29
Isaac Follis " " 3.83
Lucy Caulkins 3.46

Arthur Morrison " " 1.07
Wm. Stringham " " 1.37
Frances Lee for Wife " " 1.00
John M. Burke " " 1.77
Wm. W. Phelps " " 74.31
Isaac Morley " " 0.28
Edward Partridge " " 43.68
Claudius Hendrick (Ohio) 0.75
John Aldridge Illinois 7.86
James Lewis " 1.89
Adolphus Chapin Vanburen Co. 41.76
Albert Jackman 1.89

Amount carried forward $239.07

The largest debt by far belongs to W. W. Phelps
($74.31), followed by Edward Partridge ($43.68), with
Adolphus Chapin ($41.76) and Parley P. Pratt ($30.76)
close behind. Together they owe $190.51; the com-
bined total of the remaining eighteen individuals on
this page is only $48.56.

(Continuation of List of debtors to Gilbert & Whitney)

Amount Forwarded $239.07

David Butterfield of Jackson Co. 1.06
William Everett " " 0.63
Bowles Denning " " 0.44
William Ellis " " 2.06
Jesse Noland (?) " " 0.44
Jesse Overton " " 11.80
Samuel C. Owens " " 1.00
Harvey Olmstead " Davies " 1.37
Jabis Durfee " " 62.75
Perry Durfee " " 0.54
John Murdock " Caldwell " 13.79
David Whitmer " Ray Co 4.25
Ezekiel Roberts " " 8.12
Hiram Page " " 1.42
Selah J. Griffin " " 3.38
John Whitmer " " 14.43
Mary Steel " Cincinnatti 2.10
Abram Downe 4.33
David H. Rockfield 32.84

$405.57

Notes as follows

One on James Lewis Illinois 4.87
" " Levi Jackman 1.48
" " Justus D. Poolen & Juda 14.00
" " James Bingham 0.79
" " Wyncoop Warner (dead) 9.00
Carried forward 30.14
Those who owed Gilbert & Whitney lived in four Missouri counties—Jackson, Daviess, Caldwell, and Ray—and in the states of Ohio and Illinois. The largest debt on the list belongs to James Durfee ($62.75), followed by David H. Rockfield ($32.84). No one else comes close to their amounts.

Among the promissory notes is one, as we shall see, from Lilburn Boggs’s partner, Wyncoop Warner, who is listed as “dead.”

(Continuation of List of debtors to Gilbert & Whitney)

<table>
<thead>
<tr>
<th>Amount of notes forwarded</th>
<th>$30.14</th>
</tr>
</thead>
<tbody>
<tr>
<td>One on Jesse Hitchcock</td>
<td>$5.00</td>
</tr>
<tr>
<td>&quot; Oliver Miller (dead)</td>
<td>$1.50</td>
</tr>
<tr>
<td>&quot; Matthew Wagner Illinois</td>
<td>$2.31</td>
</tr>
<tr>
<td>&quot; Henry Hoagland</td>
<td>$8.00</td>
</tr>
<tr>
<td>&quot; Lorenzo D. Chamberlain</td>
<td>$14.54</td>
</tr>
<tr>
<td>&quot; Cyrus Daniels</td>
<td>$9.25</td>
</tr>
<tr>
<td>&quot; Nathan West</td>
<td>$83.54</td>
</tr>
</tbody>
</table>

Wyncoop Warner & L. W. Boggs Dbt for amt due on their bond dated 6th November 1833 25.00

Also

A deed of lot No. 51 in the town of Independence Jackson Co.

Deed of Lots No. 109, 108, 105 & 104 in the town of Independence

Deed of part of Lot No. 59 in the town of Independence

Property on hand as following

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cork inkstands</td>
<td>14</td>
</tr>
<tr>
<td>½ doz Butt hinges</td>
<td>1</td>
</tr>
<tr>
<td>½ doz Fine wk</td>
<td>1</td>
</tr>
<tr>
<td>Whitewash Brushes</td>
<td>2</td>
</tr>
<tr>
<td>Shot pouch</td>
<td>1</td>
</tr>
<tr>
<td>½ u[nit?] Pea Lead</td>
<td>1</td>
</tr>
<tr>
<td>Snuff Box</td>
<td>1½ Grs.</td>
</tr>
<tr>
<td>Butts</td>
<td>1</td>
</tr>
<tr>
<td>21 Papers Vermillion</td>
<td>1</td>
</tr>
<tr>
<td>Fernes (?)</td>
<td>3</td>
</tr>
<tr>
<td>5 plain Irons</td>
<td>1</td>
</tr>
<tr>
<td>6 doz Buttons</td>
<td>1</td>
</tr>
<tr>
<td>Dog Collar</td>
<td>1</td>
</tr>
<tr>
<td>3 Firmens (?)</td>
<td>1</td>
</tr>
<tr>
<td>5 cot. Handkerchiefs</td>
<td>1</td>
</tr>
<tr>
<td>8 Strings buttons</td>
<td>7</td>
</tr>
<tr>
<td>Hooks &amp; Chains</td>
<td>8</td>
</tr>
<tr>
<td>1 Round Bolt</td>
<td>1</td>
</tr>
<tr>
<td>7 Door Latches</td>
<td>3</td>
</tr>
<tr>
<td>1 Vest Pattern</td>
<td>1</td>
</tr>
<tr>
<td>3 Grs. Bone Buttons</td>
<td>1</td>
</tr>
<tr>
<td>2 yds. Braid</td>
<td>1</td>
</tr>
<tr>
<td>Essay on Language</td>
<td>1</td>
</tr>
<tr>
<td>1 Grs. Spanables</td>
<td>1</td>
</tr>
<tr>
<td>2 yds. Braid</td>
<td>1</td>
</tr>
</tbody>
</table>

Besides the reference to the various deeds to properties in Independence, including lot 51, is listed a promissory note for $25, dated November 6, 1833, and signed by Wyncoop Warner (since deceased) and Lilburn W. Boggs. Boggs, of course, would later become governor of the state of Missouri and would issue the extermination order on Mormons.

Among the items of “property on hand,” we see a great variety of objects listed, from a dog collar to an essay on language; from hardware (door latches, bolts, hinges, screws) to sewing notions (buttons, hooks and chains, cotton handkerchiefs, vest pattern). There’s a snuff box, fourteen cork ink stands, two white-wash brushes, and a shot pouch.

The inventory list continues on the back with one-and-a-half yards of Buckram, assorted articles of clothing (bonnets, a cotton shawl, a leather cap), two scales, and two saws. The scales, of course, would have been used to measure items sold by weight in the store.

The inventory list was dated September 5, 1838, and signed by Frederick G. Williams in the presence of John Cleminson, clerk of the county court for Caldwell County.

(Back side: Continuation of property—A. S. Gilbert Inventory 1838)

1 Cot[ton] Shawl 1½ yds Buckram
2 pair Scales 2 Bonnets 7 u[nits?] Senna
1 Leather cap 2 Mill Saws
1 [Doz.] Garettes

Personally appeared before me John Cleminson clerk of the county court within and for the county of Caldwell Frederick G. Williams who was duly sworn to the truth of the foregoing account.

John Cleminson clerk

Sept 5th 1838

[Upside down, but when the paper is folded, at the top it reads: A. S. Gilbert Inventory 1838]

The Gilbert Estate Documents: 1839

The first document dated in 1839 is a newspaper notice of a sworn affidavit by Frederick G. Williams before County Clerk, Abraham Shafer of Clay County, advertising the sale of Gilbert’s real estate property, published in the Western Star.

STATE OF MISSOURI
CLAY COUNTY COURT.
March Adjourned Term, 1839

NOW at this day came Frederick G. Williams, administrator of all and singular the goods and chattels, rights and credits, lands and tenements, which were of Algernon S. Gilbert, deceased, and filed his petition, accounts, lists and inventories for the sale of the
real estate belonging to said decedent,—and therefore, it is ordered by the court here, that all persons interested in said estate be notified thereof, and that unless the contrary be shewn on the first day of the next May Term of said Court, an order will be made for the sale of the whole or so much of such real estate described in said petition, as will pay the debts of said deceased; and it is further ordered that this cause stand continued until the first Monday in May next. A true copy. Test.

ABRAHAM SHAFER, clerk
March 15.

We learn later from one of the newspaper editors in another document that the notice ran eight consecutive times.

The second 1839 document is an affidavit of A. S. Gilbert estate personal property appraised at $37.80 by William Slade and Reed Peck, and, we learn in a subsequent document, receipted by John Corrill. The sale of the items, at auction, came to $23.75, with W. W. Phelps as clerk of the sale. The appraisers said they had no interest in the items sold, all of which was duly sworn to before John Cleminson, clerk of the county court of Caldwell County on March 23, 1839. Dr. Williams notes in his expense sheet that starting March 21 he attended a three-day sale at Far West of the personal property of Gilbert.

We the undersigned being Called upon to appraise the within named articles by F. G. Williams administrator of A. S. Gilbert deceased do appraise the within articles as Set Forth in this Bill to the amount of Thirty Seven dollars and Eighty cents.

(signed) Reed Peck
(signed) William Slade

I do hereby certify that the aforementioned Reed Peck and William Slade personally came before me and on their oath do testify that they are not interested nor of kin to any person interested in the estate of A. S. Gilbert deceased as heir or devisee and that they will to the best of their ability view and appraise all the personal estate to them produced.

(signed) John Cleminson clerk of the county court of Caldwell County

I hereby certify that the foregoing Articles have sold at auction and brought in ready cash twenty three dollars and seventy five cents

Far West, Mo March 23 1839 W. W. Phelps Clerk of sales

[At the bottom, but at the top right when folded, is written:]

A. S. Gilbert
Appraisement
Bill

The next document, which accompanies the March 23, 1839, affidavit, lists essentially the same items that had previously been inventoried, but this time with their appraised value ($37.80) and the amount the items actually sold for at auction ($23.75). The clerk of the sale was W. W. Phelps, who is also listed as one of the appraisers. John Corrill receipted the items.

List of Articles receipted by John Corrill and belonging to the Estate of A. S. Gilbert deceased and appraised by W. W. Phelps Wm Slade and Reed Peck

14 Cork Inkstands .50
2 White Wash Brushes .37½
1 Snuff Box .12½
3 Horse [-] Flernes [-] 1.12½
8 Hooks & chains for cloaks .06
1 Essay on Language .25
1 doz 3 inch Door Hinges .50
1 Shot Pouch .12½
1 1/3 Grs. Cast Butts .26
3 inch Firmens [?] .62½
1 Door Bolt .12½
7 Norfolk [door] Latches 1.00
1 Grs. Spanables .12½
1 “ Screws .50
1/2 doz Fine Works .37½
1/2 u[nit?] Pea lead .06
21 Papers Vermillion 2.50
6 doz. Metal Buttons .75
5 Cotton Hdkfs [Handkerchiefs] 1.25
7 Strings Bone Buttons .87½
1 Vest Pattern .37½
2 yds Braid .12½
1 Cotton Shawl (Torn) .12½
1 1/2 yds Buckram .18
2 pr Scales & 1 Nest Weights 6.00
2 Bonnets (Spoiled) .00
7 u[nit?] Senna 1.50
1 Cap (Leather) .25
2 Mill Saws 10.00

$37.80

Next is an acknowledgement before Justice of the Peace Abraham Shafer (who is also the clerk of the court of Clay County) by William J. Mullins, an editor of the Western Star, that the newspaper had published
the A. S. Gilbert notice for eight successive weeks, dated May 6th 1839.

I William J. Mullins one of the Editors and Printers of the Western Star do swear that the annexed and foregoing order of publication was published in said paper for Eight Successive weeks Commencing on the 15th day of March AD 1839 and ending on the 26th day of April 1839.

Subscribed and sworn to this 6th day of May 1839 William J. Mullins (signed) before me

(signed) A. Shafer JP

On May 21, 1839, the three appraisers of the Independence real estate properties belonging to Gilbert & Whitney—William Lawrence, Moses G. Wilson, and Henry Budge, all of whom lived in Jackson County—swore before Justice of the Peace Samuel Weston of Jackson County, that they had appraised Gilbert’s five properties in Independence at $350, which included one undivided fourth part of lots 51, 104, 105, 108, 109.

State of Missouri
County of Jackson ss

Be it remembered that on this twenty-first day of May A.D. 1839 before me Samuel Weston a Justice of the Peace in and for the County aforesaid personally appeared William Lawrence Moses G Wilson and Henry Budge three respectable householders of the County aforesaid who being by me first duly sworn upon their oath do state that they are not interested in the Estate of Algernon S. Gilbert deceased nor of kin to any heir of said Estate and that they will according to the best of their abilities view and appraise the real estate belonging to said Estate to them shown

(signed) Wm. Lawrence
(signed) M. G. Wilson
(signed) Henry Budge

Sworn to and subscribed before me on the day aforesaid

(signed) Samuel Weston J.P.

On May 21, 1839, a second affidavit was sworn to before Justice of the Peace Samuel Weston of Jackson County by the appraisers, in which they affirmed that they had no interest in the Gilbert estate properties in Independence that were sold.

State of Missouri
County of Jackson ss

On the same day, May 21, 1839, Frederick G. Williams presented the above affidavits to the court of Clay County, plus gave a historical summary of the appraisal ($350) and sale ($300) of the Gilbert properties in Independence, Jackson County, which were: one undivided fourth part of lots 104, 105, 108, 109, and 51. He explained that they were sold to one Michael Arthur, who paid the $300 in cash. Williams said he issued Arthur a special warrant deed.

To the Honorable the County Court of the County of Clay in the State of Missouri Frederick G. Williams administrator of all and singular the goods & chattel, lands & tenements, &c. which were of the Estate of Algernon S. Gilbert deceased would respectfully represent to your honorable body that on the 21st day of May 1839 he caused the real estate of said estate to be appraised by William Lawrence Moses G. Wilson and Henry Budge three respectable householders of the County of Jackson, to wit one undivided fourth part of Lots numbered one hundred and four one hundred and five one hundred and eight & one hundred and nine lying in the town of Independence in the County of Jackson in the State of Missouri and do make and appraise the same to the sum of three hundred and fifty Dollars for cash in hand and no more.

(signed) Wm. Lawrence
(signed) M. G. Wilson
(signed) Henry Budge

Sworn to and subscribed before me the day and year first aforesaid

(signed) Samuel Weston J.P.
hundred Dollars at private sale [for] cash in hand that being more than three fourths of the appraised value thereof and the said Arthur having paid the said sum of three-hundred Dollars in hand to me—I did thereupon make execute and deliver to him a special warranty Deed therefore—the said sum of three hundred Dollars being the highest an offer I could get for said real estate for cash all which is respectfully submitted to the Court (signed) F G Williams Administrator on the estate of Algernon S. Gilbert deceased.

On May 25, 1839, Frederick G. Williams appeared before Justice of the Peace John Hendley of Clay County, Missouri, and swore that he had no interest in the Independence properties in the Gilbert estate, for which he had arranged the sale.

State of Missouri

County of Clay ss:

Before me John Hendley a Justice of the Peace in and for the County aforesaid personally appeared Frederick G. Williams administrator of the Estate of Algernon S. Gilbert deceased who being by me first duly sworn upon his oath states that the matters and things set forth & contained in the foregoing report are true in substance and in fact—and further states that he did not directly or indirectly purchase such real estate or any part thereof or any interest therein and that he is not interested in the property sold except as stated in the foregoing report to the Court (signed) F G Williams

Subscribed and sworn to before me this 25th day of May A.D. 1839

(signed) John Hendley J.P.

[At right bottom, which would be the top when folded, appears:] Algernon Gilbert

Notes

2. The birth date and all the personal information that follows are taken from Geraldine Hamblin Bangerter and Susan Easton Black, My Servant Algernon Sidney Gilbert: Provide for My Saints (Alpine, Utah: privately printed by representatives of the Rolls, Hamblin, and Bangerter Families, 1989).

5. Mary Elizabeth Lightner is the same individual who, along with Dr. Ezra Granger Williams, were feted and asked to tell about their experiences with Joseph Smith at a surprise celebration hosted at the Williams home in Ogden by Apostle Franklin D. Richard on May 1, 1899. The event, titled “Complete Surprise,” was noted in the newspaper (Ogden Standard, May 6, 1899), and recorded with additional details by Henrietta Elizabeth Crombie Williams, the wife of Dr. Ezra G. Williams, in her diary, found in Frederick G. Williams’s medical ledger.
12. Doctrine and Covenants 52:2, 4, 5.
13. History of the Church, 1:189; see also Doctrine and Covenants 57 header.
20. History of the Church, 2:118.
22. Document found in the Frederick G. Williams file, Church History Library.
23. Document found in the Frederick G. Williams file.
24. There is a discrepancy in the amount paid. On page 41 of My Servant Algernon Sidney Gilbert, we read, “Whitney, the surviving partner of the N. K. Whitney & Company, sold Lots 51, 109, 108, 105, and 104 in Independence in 1838 for $800. He gave Elizabeth $200 as her share from the sale of the lots.” Bangerter and Black cite as their source History of Clay and Platte Counties, 1885, 375, as cited in Pearl G. Wilcox, The Latter-day Saints on the Missouri Frontier (Independence, Mo.: By the author, 1972), 49.
26. Cast butts are a type of door hinge.