



# Documents

The Last Will and Testament  
of  
John Horn, dec.

1759

217  
John Horn's  
Will

Probated 29<sup>th</sup> Oct. 1759

Inventoried.....29<sup>th</sup> Nov....  
And when reg.

Book, L, page 341

Registered in

Book L, page 341

Philadelphia 29<sup>th</sup> Oct. 1759. When personally appeared Jacob Miner and Lewis Weiss, the witnesses to the foregoing will and on oath did declare they saw and heard John Horn, the Testator therein named, sign, seal, publish and declare the same Will for and as his Last Will and Testament, and at the doing thereof he was of sound mind, memory and understanding to the best of their knowledge.

Wm. Chensted, Register

IN THE NAME OF GOD AMEN!

I, Johannes Horn, of the city of Philadelphia, joyner, being very sick but of sound mind & perfect & disposing memory, praised be God for it, do hereby make my Last Will & Testament in manner & form following, that is to say: First, I do give unto my dear & beloved Wife all my household & kitchen furniture, bedding, wearing apparel, linen & whatever at the time of my decease shall be in my possession & property of such moveables. Then , after my just debts & funeral expenses [are] paid, I do give of the residue of all my estate one third part unto my said wife Gertruyd & the other two thirds to be equally divided among my five children & the child whereineth my said wife is now enseint [sic], share and share alike, to be paid to them when they respectively shall have attained the age of twenty-one years, each his equal share; & in case it shall happen that one of my said five or six children shall dye [sic] without [receiving] their share, the portion of his or her so dying to accrue to the survivors of my said children, share and share alike. And lastly, I do appoint my said wife Gertruyd to be the sole executrix of this my Last Will & Testament and the guardian of my said children with the power of a guardian appointed by the will of the father. In witness whereof I have hereunto set my hand and seal at Philadelphia the twenty fifth day of June AD 1759.

(SS) John Horn

Signed, sealed, published & declared by the above named Testator for his Last Will and Testament in the presence of us who were required to be evidencors hereto.

(SS) Jacob Miner  
L. Weiss

1759 October 29<sup>th</sup>

NOTE: This will might be that of John Peter Horn. There are a number of similarities to support this theory. His name, his wife's name, the time of his death, and the fact that he was expecting a child to be born at the same time as that of his daughter Barbara, all agree with what we know. There are also a number of dissimilarities. The will indicates two more children, names unknown, that are not mentioned in the indentures that Abraham and Barbara made to Michael Simon. These indentures are the only record that we have of the family makeup. Additionally, these indentures state that John was a resident of Easton, not Philadelphia, and that he died intestate (without a will).

This will is included as a matter of interest only.

No. 1966

In the matter of the estate of

*John Horn*

**REGISTER OF WILLS  
NORTHAMPTON COUNTY, PA.**

KNOW ALL MEN BY THESE PRESENTS, THAT we, Magdalena, widow and relict of John Horn, late of the town of Northampton, Hatter, deceased, John Horn, son of the said deceased, of the same place, John Herster, Esquire, and Henry Schnyder, Saddler, both of the borough of Easton, all in the county of Northampton in the state of Pennsylvania, are held and firmly bound unto the commonwealth of Pennsylvania in the sum of one thousand pounds to be paid to the said commonwealth; To the which payment well and truly to be made, we bind ourselves, jointly and severally, for and in the whole, our heirs, executors and administrators, firmly by these presents. Sealed with our sealls. Dated the twenty seventh day of Deember in the year of our Lord one thousand eighteen hundred.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT if the above bounden Magdalena Horn and John Horn, administrators of all and singular, the goods, chattels, and credits of John Horn, deceased, do make or cause to be made a true and perfect inventory of all and singular the goods, chattels and credits of the said deceased which have or shall come to the hands, possession or knowledge of them, the said Magdalena Horn and John Horn, administrators, as aforesaid, or unto the hands or possession of any other person or persons for them, and the same so made do exhibit or cause to be exhibited.....

Registers Office in the county of Northampton on or before the twenty seventh ..... all of the goods, chattels and credits of the said deceased at the time of his death which at any time after shall come to the hands or possession of the said Magdalena Horn and John Horn, administrators, as aforesaid, or unto the hands or possession of any other person or persons for them do well and truly administer according to law. And further, do make or cause to be made a true and just account of their said administration at or before the twenty eighth day of December 1801. And all the rest and residue of the said goods, chattelss and credits, which shall be found remaining upon the said administrators account (the same being first examined and allowed of by the Orphan's Court of the county of Northampton) shall deliver and pay unto such person or persons respectively, the said Orphan's Court by their decree or sentence, pursuant to the true intent and meaning of the several laws now in force in this Commonwealth, shall limit and appoint. And if it shall hereafter appear that any last Will and Testament was made by the said deceased, and the Executor or Executors therein named do exhibit the same into the said Register's Office, making request to have it allowed and approved accordingly

And if the above bounden Magdalena Horn and John Horn, administrators as aforesaid, being thereunto required, do render and deliver the said Letters of Administration (approbation of such Testament being first had and made in the said Register's Office) then this Obligation to be void and of none effect, oe else to remain in full force and virtue.

Sealed and delivered in  
the presence of

Ge. Ihrie

her  
Magdalena X Horn  
mark

John Horn

John Herster

Henry Schnyder

On the twenty seventh day of December before me, Jacob Hou., Deputy Register for the Probate of Wills, etc., came the within named Magdalena Horn and John Horn, administrators, who being duly sworn, do declare and say that they believe that John Horn, the within named Testator, died without a will, and that they will well and truly administer all and every the goods of the said deceased, and render a true account of his administration into the Register's Office, when he shall be thereunto lawfully required: And also, that Magdalena Horn is the widow and relict od the said deceased, and that the whole of the goods, chattels and credits he died possessed of, do not in value exceed the sum of one thousand pounds.

Sworn and subscribed the  
day and year aforesaid.

Jacob Hou..., Dep. Reg.

her  
Magdalena X Horn  
mark

John Horn

..... Bond  
Magdalena Horn .....  
for the estate of John  
Horn, dec'd.  
1966

filed 26 Dec. 1800

AN INVENTORY and appraisement of the Goods and Chattels, Rights and Credits, which were of John Horn, late of the Town of Northampton in the County of Northampton, Hatter, deceased, and which came into the hands and Possession of Magdalena Horn and John Horn, Administrators of the Estate of said deceased, January 19th 1801.

	L	S	D -
one eight day Clock and case	15	0	0
one large tin-plated Stove with side doors & pipes	5	10	"
one d" d" with pipes	4	10	"
one small d" d" d" d"	3	10	"
one walnut dining table, 22/6 one d"15/ & one small d"7/6	2	5	"
one writing desk	1	10	"
one large case of drawers	5	10	"
one Corner Cupboard, with sundry china and glassware	5	0	0
one mohageny [sic] frame looking glass	-	15	"
five Windsor chairs	1	17	6
eight common d"	1	4	-
one large Bible	1	17	6
one English Dictionary	-	7	6
Guthries Geography	-	15	0
Sundry Books	-	15	-
one pair Andirons with brass knobs	-	10	-
one Silk Umbrella	1	10	-
one Silver Watch	5	12	6
one paid d" Shoes & 1 pair knee buckles	-	15	-
one paid plated Spurs & Horsewhip	-	5	-
one flowred [sic] box, 2 small servers & 2 pictures	-	7	6
one bed and bedstead	4	10	-
two d" d" , each L4	8	-	-
one Walnut Bureau	1	10	-
one large trunk	-	18	9
one old chest	-	10	-
one Cupboard & Chest	-	7	8
Amount carried over	L 75	2	9

	Amount Brought over	L	75	2	9
one Hand & one wood saw		0	3	9	
one pair of Steelyards		-	9	6	
two axes & one small hatchet		-	7	6	
Small [sic] and wedges		-	5	-	
three Garden hoes		-	3	-	
one pair Sleigh harness		3	15	-	
two collars with hanes		-	11	3	
one pair of Braces		1	10	-	
one pair d" with blindhalters & a line		-	10	5	
five briddles [sic]		-		6	
one men's Saddle, 6 dollars & one old d" 11/3		2	16	3	
two pair saddle baggs [sic]		1	10	-	
onw womens saddle		2	5	-	
one Gun		1	10	-	
three Spinning wheels		-	9	-	
one cotton d" d"		-	10	-	
one large wool d" d"		-	3	9	
two hachets [sic]		-	7	6	
one Jack Reel & one Common d"		-	7	6	
two empty flouurr [sic] barrels		-	5	-	
one half Bushel, 2/6, six bread & 2 other baskets 3/9		-	6	3	
one bag with 12 [?] feathers		2	15	-	
one pair Cotton Cards		-	2	6	
one Kitchen dresser		2	5	-	
one dough Trough and 3 benches		-	11	3	
one large washing tub 20s & one small d" 7/6		1	7	6	
two barrels & one cabage [sic] tub		-	8	6	
one Churn 3/6 & 3 small Keys		-	6	6	
one Copper Wash Kettle		1	17	6	
three Iron Potts [sic]		-	12	-	
one frying pan & one Skillet		-	6	6	
one bake Iron . . S 3 flat Irons..		-	9	6	
one Gridiron and Roasting Pan		-	7	6	
one Coffee Kettle 7/6 & One Coffee Mill 4/6		-	12	-	
one pair hand bellows		-	3	-	

	Amount Brought Over	L	106	5	0
three tin Coffee Potts [sic] one candle mould milkskrein [sic]...	-	7	6		
one Skimmer, laddle [sic] and fork	-	2	-		
three Iron Candle sticks	-	2	6		
three Water Buckets & one tin kettle	-	8	-		
three wooden basons [sic]	-	1	6		
four Pewter d"	-	18	9		
three d" Dishes	-	15	-		
nine d" Plates	-	11	3		
one doz. d" Table Spoons & one Soup Spoon	-	5	6		
one pewter Tankard, tin cups, bowl, funnel, & pickling jars	-	5	6		
two small washing tubs	-	5	-		
a Trammel & Shovel and Tongs	-	7	6		
one empty wine pipe	-	3	9		
three cow chains and a Bell	-	7	-		
one Culling box	-	15	-		
two pitch forks, one dung fork & hook	-	5	9		
two pair Waggon [sic] ladders	-	7	6		
one t.ick chain 7/6 and 2 shovels 4/	-	11	6		
one Gree.ing how [sic] and one broad d"	-	5	6		
one Swingle Tree	-	7	6		
one wooden shovel, rakes, five ....	-	6	-		
one heap of white pine boards	1	2	6		
one ladder	-	2	6		
one Scythe, cradle ...	-	7	0		
three Baskets	-	3	9		
two hammers, pincers & anvil	-	6	0		
a Box with Iron ...	-	5	0		
one drawing knife and bench	-	1	6		
one spale	-	3	9		
one Waggon [sic]	6	-	-		
one small water d"	2	-	-		
one wheel barrow	-	7	6		
one plow and one harrow	1	16	3		
one Wind Mill	1	17	6		
Amount Carried over	L	128	12	9	

one Sleigh	4	10	-
one Black Horse	25	-	-
one Roan Mare	20	-	-
one Sorrell [sic] Horse	6	-	-
two Cows	8	-	-
four Geese	-	10	-
three Iron Potts [sic]	-	4	6
one Copper and two large Iron Kettles	6	15	-
two pair hatter's flat Irons	-	12	6
one Roling [sic] Iron, Stemper & Stemplate	-	3	9
four doz. Crown Moulds [sic]	1	10	-
203 lbs. logwood	2	-	-
54 lbs. Copperas	-	15	-
10 lbs. Fustick [sic] wood	-	4	6
5 lbs. Verdigrease [sic]	1	17	6
20 Raccoon [sic] Skins	2	10	-
78 Muskrat d"	9	15	-
200 Rabbit d"	3	6	-
6 Grey Fox d"	1	0	0
3 lbs. beaver Skins	1	2	6
2 Cutting knives, Glue & Vitriol	-	6	6
7 hat Brushes	-	7	0
2 carting benches	-	10	-
one pair of Scales and weights	-	5	-
2 Sives [?] and bason [sic] leather	-	3	9
187 lbs. Wool	23	8	6
4 bows 15/ and five bow Strings 6/3	1	1	3
one roll of blocking twine	-	2	-
5 3/4 doz. unfinished wool Hats	12	3	9
47 finished wool Hats	14	2	-
9 Roram Hats	9	-	-
16 Hat Linnings [sic]	-	10	8
6 raising Cards	-	3	-
one lot of Hat trimming	-	7	6
Amount carried over	L 287	0	7

	Amount brought over			
		287	0	7
2½ Skins read [sic] leather		-	14	6
one calf Skin		-	7	6
12 Yards Irish linen	.. / 6	-	18	-
6 Yards brown holland	2 / 3	-	13	6
one Rose blanket & two Civerlits [sic]		3	7	
12 meal bags		1	16	-
seven acres rye in the Ground		11	16	3
five d" wheat d"		13	2	6
50 oak posts		1	5	-
110 Bushels rye		10	-	-
30 Bushels Buckwheat		4	10	-
By a Bond due of Philip Klotz, Principal	L 10 0 0			
with 4 Years Interest thereon to Nov. 27th, 1800	2 8 0	12	8	0
By a Bond due of I. Stettler, Principal	10 0 0			
with 3 Years & 9 mo. Interest to Jan. 18th,	2 5	12	5	-
1801				
By a Bond of Jacob Heltler, payable 28th April, 1801		31	15	-
By a Bond of Christ'n. Anheisser, payable 27th May 1801		13	0	0
By a note due of Christ'n. Hayberger		4	-	-
By Sundry Book Debts, amounting to		200	4	-
By Cash		50	12	0
		L 659	15	4

Appraised January 19th 1801

by us

George Graff

George Rhoads

D The account of Magdalena Horn and John Horn, Administrators of the Estate late of John Horn, late of the Town of Northampton in the county of Northampton, Hatter, deceased.

Imp. The said accounts .....themselves with all and singular the Goods and Chattels, Rights and Credits which were of the said deceased at the time of his Death, and specifically contained in an Inventory and appraisement whereof Exhibited and remaining in the Register's Office, amounting to L659.15.4

With what said Goods advanced at.... 154. 3.5

With a debt due by the trustees of the Lutheran Congress of North. Town. 51. 5.0

With cash rec'd for several lots of land held by the dec'd of which were sold... 52.12.3

With cash rec'd not in Inventory charged 3. 0.0

By a note due from A. Horn, Esquire, payable the 10th August 1803 8. 2.6

L928.18.6

The said acct. craves allowances for their several payments and disbursements made out of the same, as follows...

By cash pd. for Letters ..... 0.18.9

Charles Deshler ditto 0. 5.8

Ditto Ditto ditto 0. 5.8

Samuel Longcope ditto 0. 7.6

Jacob Weygandt ditto 0. 8.7

H .W. Liverstone ditto 12.10.0

Nicholaus Glockner ditto 0.10.6

William Tilghman ditto 1. 5.0

John Gallos ditto 5.15.3

George Jungert ditto 0.10.8

H.W. Livingstone ditto 7. 4.4

David Musgening ditto 0.11.3

John Rever ditto 0. 2.6

Peter Rhoads p2 ditto 7. 0.6 37.18.

G , F . Knous	ditto	1	.10	.0	
Peter Kinser	ditto	0	.16	.0	
Klutz	ditto	8	.3	.3	
Peter Schierer	ditto	4	.1	.5	
John Rhoads	ditto	5	.9	.0	
John Moyer	ditto	1	.10	.5	
Charles Deschler	ditto	7	.6	.5	
	ditto	5	.12	.5	
	ditto	1	.5	.1	
Margaret Ott	ditto	1	.1	.7	
Jacob Brang	ditto	1	.5	.8	
John Lehr	ditto	2	.13	.3	
Adam Shirer	ditto	0	.6	.6	
Henry Denhard	ditto	4	.16	.10	
George Graff	ditto	11	.11	.3	57.9.1
Peter Hertz	ditto	2	.19	.3	
Peter Johngler	ditto	0	.5	.7	
Peter Rhoads	ditto	1	.2	.0	
Valentine Fritzingler	ditto	2	.13	.4	
Andrew Gabgwere	ditto	0	.15	.0	
Peter Mark	ditto	2	.5	.7	
David Schnyder	ditto	1	.4	.4	
Philip Sholl	ditto	2	.6	.9	
Elizabeth Newhorter	ditto	1	.7	.0	
Adam Scheirer	ditto	0	.13	.0	
Jacob Gangwere	ditto	0	.10	.0	
Abraham Spinner	ditto	2	.3	.5	
John Roth	ditto	2	.5	.3	
J.P. Grine	ditto	1	.15	.0	
James Seagreves	ditto	0	.4	.6	
Lawrence Ruck	ditto	0	.3	.3	28.15.7
John Miller	ditto	0	.3	.3	28.15.7
	Amount paid for				124.2.10

By amount brought from Credit side				L124. 2.10
Nicholas Fox	pred .	0.	11 .3	
Geo. Uberoth	ditto	4.	15 .9	
George Fox	ditto	0.	3 .9	
Daniel Werner	ditto	2.	5 .0	
Jacob Heitler	ditto	2.	5 .0	
Abraham Henry	ditto	0.	5 .0	
Leonard Weiss	ditto	1.	0 .3	
Donald Young	ditto	0.	3 .9	
William Walp	ditto	0.	12 .0	
Robert Nagel	ditto	1.	7 .2	
Anthony Bishop	ditto	0.	18 .0	
Nicholas Traxell	ditto	0.	15 .0	
Mathias Swanck	ditto	2.	5 .0	
Andrew Miller	ditto	0.	15 .3	
George Haffman	ditto	0.	1 .10	
Jacob Blumer	ditto	0.	15 .9	
George Rhoads	ditto	12.	16 .0	
ditto ditto	ditto	3.	12 .3	34. 8.11
				<hr/> L 158.11. 9
By .....the Register for Exam, filing		2.	6 .0	
By allowance to the accounts C..		0.	10 .3	2.16.3
On Rec'g L925.11.3 @ 5pct		46.	5 .6	
On Paying L161.8.0 @ 5pct		8.	1 .6	
				<hr/> 54. 7.0
By insolvency				<hr/> 3. 7.3
				<hr/> 219. 2.3
				<hr/> 709.16.3
				<hr/> L 928.18.6
Balance remaining				

D        The account of Magdalena Horn and John Horn , Admini-  
strators of John Horn, deceased

To amount from debit side	L928.18.6
Widow's third	L235.12.1
473 Each child	L 67.12.0 1/4

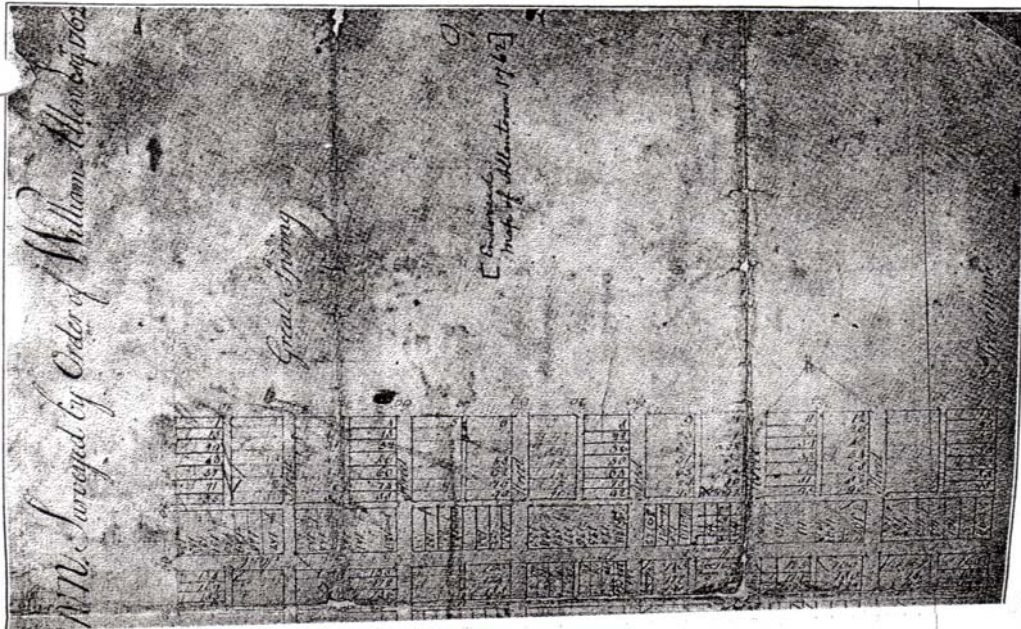
Easton June 23, 1803

Errors Excepted.....

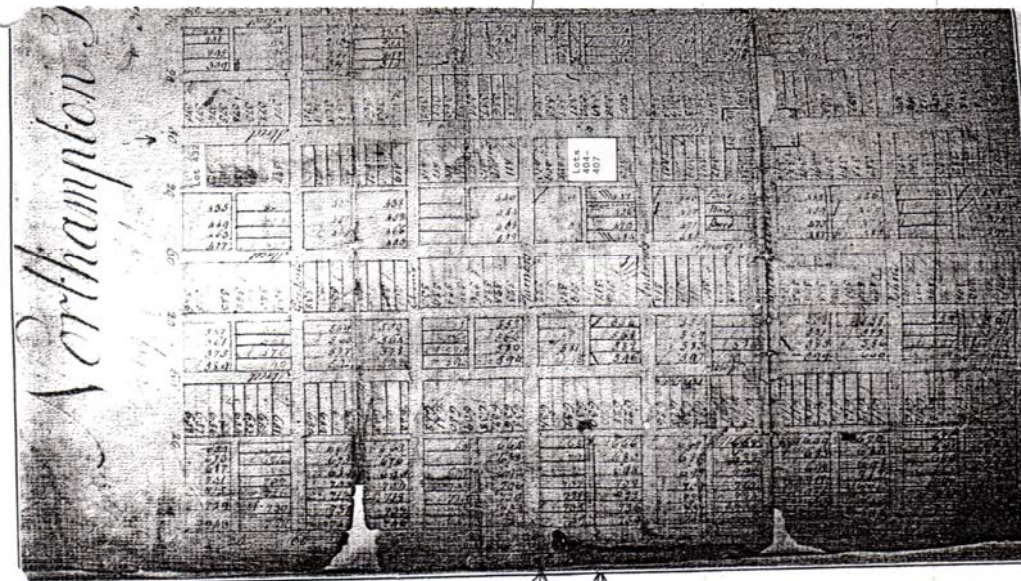
her

Magdalena X Horn  
                  mark

John Horn



ALLENTOWN, 1762  
 Historical Society of Pennsylvania



Original Plan  
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Map of Northampton Rown, showing location of lots 404-407 (John Horn) and lot 432 (Abraham Horn)

2

**Court on 15 April 1801, continued**

**Justices, the Esquires, now present: Peter RHOADS, John MULHALLON, John COOPER**

Estate of John HORN, Town of Northampton, hatter—report of inquest by Sheriff Nicholas KERN:

- distribution: widow plus 7 shares for 7 children  
sons: John, eldest son—accepted parcel #1  
Jacob, second son—accepted parcel #2 by his guardian, Peter RHOADS, esquire  
Abraham, third son—accepted parcel #3 by his guardian, John HERSTER  
sureties: for John—Abraham HORN, Easton; George RHOADS, Town of Northampton  
for Jacob—Thomas MEWHORTER, Town of Northampton, esquire; Nicholas TRAXELL,  
Easton, baker by Abraham—Frederic GEWINNER, tanner; Henry SCHNYDER,  
saddler, both of Easton  
12-manjury: by oath—Leonard NAGLE, Thomas MEWHORTER, John MILLER, Jacob HAGENBUCK,  
John MOHR, George SMITH, Andrew GANGEWERE (GANGWEAR), Valentine  
FRITZINGER, Matthias GANGWER (GANGWEAR)  
by solemn affirmation—George GRAFF, Abraham ALBERT, John WAGENER  
(WAGNER)

**Court on 15 April 1801**, estate of John HORN, Town of Northampton, continued:

- partition: parcel #1) lot #404 on southern moiety or V\* part of lot #405 with buildings bounded on the east by Alien Street, on the south by John MOHR, on the west by a public alley, on the north by northern moiety of lot #405; total of 90 feet front by 230 feet depth  
parcel #2) northern moiety or Vi part of lot #405 adjoining #406 with buildings bounded on east by Alien Street, on south by parcel #1, on west by public alley, on north by lot #407; total of 90 feet front by 230 feet depth  
parcel #3) lot #407 with buildings bounded on east by Alien Street, south by parcel #2, west by public alley, north by lot #408; total of 60 feet front by 230 feet depth



Lots 404-407 today

**Court of 15 April 1801, continued**

In addition to the partitioning of lots 404-407, there was a distribution of money. The sum of 600 pounds was distributed as follows:

Fees of approximately 22 pounds were deducted from the principal.

The widow's third, slightly less than 200 pounds, was set aside.

The remainder was divided into seven shares for the seven children, who would receive two thirds immediately, and the balance after the death of their mother.

INVENTORY

of the effects of Magdalena  
Horn, late of the Borough  
of Northampton, Widow, dec.

FILE NO. 518

An Inventory and appraisement of the Goods and Chattels, rights and Credits which were of Magdalena Horn, late of the borough of Northampton in the county of Lehigh, widow, deceased.

	Dollars	Cents
one eight day clock and case	28	
one tin plated stove	10	
one corner cupboard with sundry wares	10	
one looking glass	1	50
one large table	4	
one small ditto	1	
one dough trough	1	50
eight different chairs	5	
old carpets	2	
one case of drawers	10	-
one bed & bedstand	15	
one small stand	-	50
four books	-	50

balance carried over \$89

amount brought over \$89

one kitchen dresser w/ pewter ware	6	
one lot of kitchen ware	3	
one water bench	-	25
one trammel	-	50
one copper kettle	2	
one small tub	-	50
garden hoes	-	25
two baskets	-	25
one spinning wheel and ...	2	-
two large D, wheels (wood)	2	-

\$106

Valued and appraised the sixteenth day of  
October AD 1823

George Rhonon  
Philip Brang

Sworn and submitted the 17th day of  
October AD 1823 before me George Mary, Register

George Rhonon  
Philip Brang

Inventory of the effects of Magdalena Horn, late of  
the borough of Northampton, widow, deceased  
File No. 518

No. 5594

In the matter of the estate of

*Samuel Horn*

**REGISTER OF WILLS  
NORTHAMPTON COUNTY, PA.**

I, Samuel Horn, of the borough of Easton in the commonwealth of Pennsylvania, late a Drummer and Drum Major of Volunteers in the service of the United States in Mexico, and formerly in the Regular Army, do hereby give, devise and bequeath all my valued and personal estate whatsoever and wherever situate to my executor hereinafter named, to wit, Melchior H. Horn, to the end that he may sell and dispose of the same to the best advantage, and make titles therefore to the purchaser or purchasers of such real estate in fee simple, and with the proceeds thereof pay off the debt incurred by me for nursing, boarding and attendance in my sickness, and to discharge my funeral expenses, and any surplus to be equally divided among my brothers Melchior, Charles & Joseph, who have been attending to me in my sickness. And I appoint my nephew, Melchior H. Horn, executor of this my last Will and Testament.

Signed, sealed, published & declared  
As and for his last Will and Testament  
By the Testator in my presence, the word  
"Charles" being interlines in the 4<sup>th</sup> line  
from the bottom.

Sept. 9, 1848

his  
Samuel X Horn SEAL  
Mark

E.C. Brewster  
P.F.B.Schmid

Northampton County....

On the sixteenth day of October one thousand eight hundred and forty eight before me, Philip H. Matter, Register for the Probate of Wills received for the county aforesaid, personally appeared E.C. Brewster and P.F. B. Schmid, the subscribing witnesses to the within written instrument of writing purporting to be the last will and testament of Samuel Horn, now deceased, and being duly sworn according to law did severally dispose and say that they were present at the execution of the said within written instrument and saw and heard the said Samuel Horn sign with his mark, seal, publish and declare the same as and for his last will and testament; that at the time of so doing he was of sound disposing mind, memory and understanding, to the best of their knowledge, observation and belief, and also that they, the deponents, signed their names thereto as witnesses to the execution thereof in the presence and at the request of the said testator and in the presence of each other.

Ph. H Matter, Register

Same day Melchior H. Horn, the executor within named, was duly affirmed according to law and thereupon received letters of testamentary in the usual form.

Ph. H. Matter, Reg.

## **PROPERTIES IN THE TOWN OF EASTON, PA**

The Penn family, as proprietors and proprietaries, established the town of Easton in 1752, and lots were originally sold on May 25 of that year. Patents or titles for these lots were issued either by the Commonwealth of Pennsylvania or by the proprietaries. A detailed explanation of the procedure for land ownership may be found in the publication "Pennsylvania Land Records" by Donna B. Munger. What follows here is an attempt to recap events regarding the ownership of lots 131 and 130, gleaned from various documents.

Our ancestor John Peter Horn somehow acquired ownership of these lots, probably between the years 1752 and 1759. Unfortunately, inquiries to the Archives in Harrisburg Pa. do not provide any record of this ownership. When he died intestate, his ownership passed to his widow Gertrude and their four children, according to the laws for intestate estates of the Commonwealth of Pennsylvania. However, no record of this distribution can be found in the Office of Wills, Easton Courthouse, Easton, Pa.

Gertrude remarried, to John Simon. By virtue of that marriage John Simon acquired Gertrude's interest in the two lots. In 1789, John Simon acquired title to these lots by an indenture (Book H, Vol. 1, Pgs. 317 on) from the Penn family. However, the four children still had a hereditary interest in these lots. This interest was eventually sold to Michael Simon, the son of John Simon, by three indentures. First, an indenture from Nicholas Horn to Abraham Horn (Book A, Vol. 3, Pg. 83) transferred Nicholas' interest to Abraham. Second, an indenture (Book A, Vol. 4, Pg 75) transferred Abraham's interest, including that obtained from Nicholas, to Michael Simon. Finally, an indenture (Book A, Vol. 4, Pg. 76) transferred Barbara's interest, through her husband Peter Hay, to Michael Simon. Undoubtedly, John Conrad Horn, the fourth sibling, also had an interest in these lots, but no record of the disposition of his interest has been found. Why the latter two indentures transferred interest to Michael Simon instead of to John Simon is not clear, but in the indentures it is stated that John Simon was still subject to the rights of the heirs of John Horn, and that he and Michael possessed the property together.

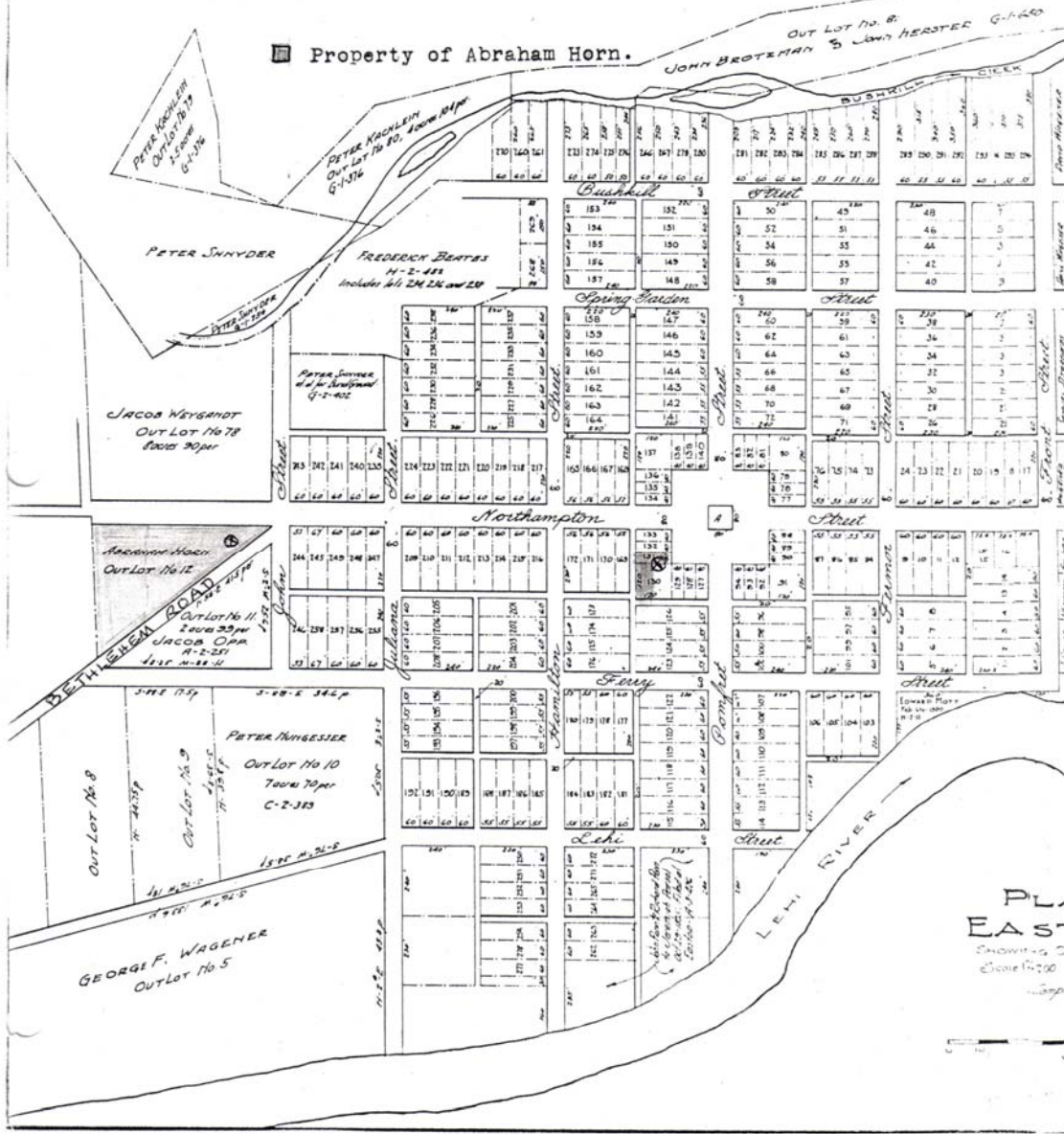
A map of the town of Easton, originally made on Feb.21, 1763, and redrawn in Dec. 1932, is included herein, It covers the 1000 acres set aside for the town and some outlots. Lots 131 and 130 are highlighted. Abraham Horn and Susanna his wife also owned outlot no. 12, named "Hornhead". The deed is recorded in Book A, Vol. 3, Pg. 502. This lot is also highlighted on the map.

All of the above deeds and indentures are located in the Easton Courthouse in Easton Pa. The four indentures relating to lots 130 and 131 are included herein, Also included is a sketch of the town of Easton in 1776. Item 55 on this sketch is the house on lot 130 mentioned in the indentures.

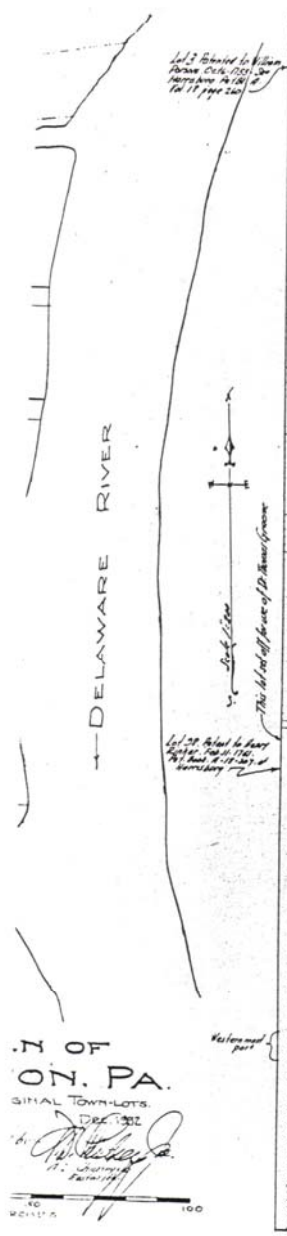
1000 acre Town of Easton limits.

Property of John and Gertrude Horn.

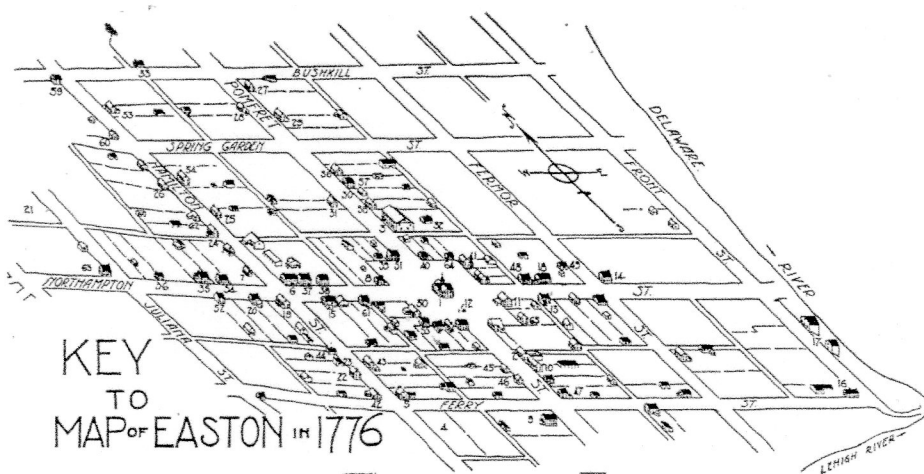
Property of Abraham Horn.



NOTE - Unless marked 'Harrisburg' all references are to Recorder of Deeds Office, EASTON, PA.



LOT NO.	GRANTEE	REFERENCE	REMARKS	LOT NO.	GRANTEE	REFERENCE	REMARKS
1	Joseph Harrison	100		101	John Harrison	101	
2	John Harrison	102		102	John Harrison	102	
3	John Harrison	103		103	John Harrison	103	
4	John Harrison	104		104	John Harrison	104	
5	John Harrison	105		105	John Harrison	105	
6	John Harrison	106		106	John Harrison	106	
7	John Harrison	107		107	John Harrison	107	
8	John Harrison	108		108	John Harrison	108	
9	John Harrison	109		109	John Harrison	109	
10	John Harrison	110		110	John Harrison	110	
11	John Harrison	111		111	John Harrison	111	
12	John Harrison	112		112	John Harrison	112	
13	John Harrison	113		113	John Harrison	113	
14	John Harrison	114		114	John Harrison	114	
15	John Harrison	115		115	John Harrison	115	
16	John Harrison	116		116	John Harrison	116	
17	John Harrison	117		117	John Harrison	117	
18	John Harrison	118		118	John Harrison	118	
19	John Harrison	119		119	John Harrison	119	
20	John Harrison	120		120	John Harrison	120	
21	John Harrison	121		121	John Harrison	121	
22	John Harrison	122		122	John Harrison	122	
23	John Harrison	123		123	John Harrison	123	
24	John Harrison	124		124	John Harrison	124	
25	John Harrison	125		125	John Harrison	125	
26	John Harrison	126		126	John Harrison	126	
27	John Harrison	127		127	John Harrison	127	
28	John Harrison	128		128	John Harrison	128	
29	John Harrison	129		129	John Harrison	129	
30	John Harrison	130		130	John Harrison	130	
31	John Harrison	131		131	John Harrison	131	
32	John Harrison	132		132	John Harrison	132	
33	John Harrison	133		133	John Harrison	133	
34	John Harrison	134		134	John Harrison	134	
35	John Harrison	135		135	John Harrison	135	
36	John Harrison	136		136	John Harrison	136	
37	John Harrison	137		137	John Harrison	137	
38	John Harrison	138		138	John Harrison	138	
39	John Harrison	139		139	John Harrison	139	
40	John Harrison	140		140	John Harrison	140	
41	John Harrison	141		141	John Harrison	141	
42	John Harrison	142		142	John Harrison	142	
43	John Harrison	143		143	John Harrison	143	
44	John Harrison	144		144	John Harrison	144	
45	John Harrison	145		145	John Harrison	145	
46	John Harrison	146		146	John Harrison	146	
47	John Harrison	147		147	John Harrison	147	
48	John Harrison	148		148	John Harrison	148	
49	John Harrison	149		149	John Harrison	149	
50	John Harrison	150		150	John Harrison	150	
51	John Harrison	151		151	John Harrison	151	
52	John Harrison	152		152	John Harrison	152	
53	John Harrison	153		153	John Harrison	153	
54	John Harrison	154		154	John Harrison	154	
55	John Harrison	155		155	John Harrison	155	
56	John Harrison	156		156	John Harrison	156	
57	John Harrison	157		157	John Harrison	157	
58	John Harrison	158		158	John Harrison	158	
59	John Harrison	159		159	John Harrison	159	
60	John Harrison	160		160	John Harrison	160	
61	John Harrison	161		161	John Harrison	161	
62	John Harrison	162		162	John Harrison	162	
63	John Harrison	163		163	John Harrison	163	
64	John Harrison	164		164	John Harrison	164	
65	John Harrison	165		165	John Harrison	165	
66	John Harrison	166		166	John Harrison	166	
67	John Harrison	167		167	John Harrison	167	
68	John Harrison	168		168	John Harrison	168	
69	John Harrison	169		169	John Harrison	169	
70	John Harrison	170		170	John Harrison	170	
71	John Harrison	171		171	John Harrison	171	
72	John Harrison	172		172	John Harrison	172	
73	John Harrison	173		173	John Harrison	173	
74	John Harrison	174		174	John Harrison	174	
75	John Harrison	175		175	John Harrison	175	
76	John Harrison	176		176	John Harrison	176	
77	John Harrison	177		177	John Harrison	177	
78	John Harrison	178		178	John Harrison	178	
79	John Harrison	179		179	John Harrison	179	
80	John Harrison	180		180	John Harrison	180	
81	John Harrison	181		181	John Harrison	181	
82	John Harrison	182		182	John Harrison	182	
83	John Harrison	183		183	John Harrison	183	
84	John Harrison	184		184	John Harrison	184	
85	John Harrison	185		185	John Harrison	185	
86	John Harrison	186		186	John Harrison	186	
87	John Harrison	187		187	John Harrison	187	
88	John Harrison	188		188	John Harrison	188	
89	John Harrison	189		189	John Harrison	189	
90	John Harrison	190		190	John Harrison	190	
91	John Harrison	191		191	John Harrison	191	
92	John Harrison	192		192	John Harrison	192	
93	John Harrison	193		193	John Harrison	193	
94	John Harrison	194		194	John Harrison	194	
95	John Harrison	195		195	John Harrison	195	
96	John Harrison	196		196	John Harrison	196	
97	John Harrison	197		197	John Harrison	197	
98	John Harrison	198		198	John Harrison	198	
99	John Harrison	199		199	John Harrison	199	
100	John Harrison	200		200	John Harrison	200	



PROPERTY OWNERS IN EASTON IN 1776

Legend to Key Map

- |                                     |                                       |
|-------------------------------------|---------------------------------------|
| 1. Court House                      | 34. Frederick Schaus, Mason           |
| 2. County Goal                      | 35. Jeremlah Trexler, Residence       |
| 3. Reformed-Lutheran Church         | 36. John Mush, Residence              |
| 4. Burial Ground, Lutheran          | 37. Property of Casper Doll           |
| 5. Residence, built by Wm. Parsons  | 38. Myer Hart, Residence              |
| 6. Red Lion Tavern                  | 39. Shop of Moritz Bischof            |
| 7. Residence, built by Wm. Parsons  | 40. Property of Fred. Nungesser       |
| 8. Residence, Henry Alshouse        | 41. Andrew Ledlie, Doctor             |
| 9. Moravian Building                | 42. Elizabeth Streiber, Residence     |
| 10. Residence, Robert Levers        | 43. Jacob Berlin, Residence           |
| 11. Michael Hart, Store & Residence | 44. Residence of George Bush          |
| 12. Whipping Post and Pillory       | 45. Residence of John Spangenberg     |
| 13. Residence, Leonard Smith        | 46. Christian Holland, Residence      |
| 14. Property of George Taylor       | 47. Henry Bush, Butcher               |
| 15. Louis Gordon, Residence         | 48. Henry Fullert, Sheriff            |
| 16. Ferry House Tavern              | 49. George Taylor, Stone Stable       |
| 17. Warehouses                      | 50. Christian Nungesser, Shopkeeper   |
| 18. Robert Trall, Residence         | 51. John Spering, Cordwainer          |
| 19. Adam Yohe, Innkeeper            | 52. Residence, Christian Peiffer      |
| 20. Henry Shnyder, Residence        | 53. John Deichman, Residence          |
| 21. Burial Ground, Reformed         | 54. Abraham Labar, Residence          |
| 22. Abraham Berlin, Residence       | 55. John Simon, Hatter                |
| 23. Abraham Berlin, Blacksmith Shop | 56. Jacob Grotz, Sr., Residence       |
| 24. Michael Yohe, Residence         | 57. Christian Bittenbender, Residence |
| 25. Ernest Becker, Baker            | 58. Jacob Grotz, Jr., Residence       |
| 26. John Batt, Residence            | 59. Henry Barnet, Tanner              |
| 27. John Dingler, Residence         | 60. Frederick Reeger, Dyer            |
| 28. Residence of John Nicholas      | 61. Parsonage, German Reformed        |
| 29. Conrad Rohn, Residence          | 62. Andrew Eichelmeier, Residence     |
| 30. Residence of Andrew Herster     | 63. Stone House                       |
| 31. Residence of John Rees, Tailor  | 64. Arnold Everhard, Residence        |
| 32. Log School House, Built in 1755 | 65. Michael Leary, Residence          |
| 33. Herman Schneider, Tanner        |                                       |

DEED

Messrs. Penn

To

John Simon

This Indenture, made the ninth day of November in the year of our Lord one thousand seven hundred and eighty nine, between the Honorable John Penn the younger, Esquire, one of the late proprietaries of the province of Pennsylvania and the counties of New Castle, Kent and Sussex on Delaware, by Anthony Britten of the Northern

Liberties of the city of Philadelphia in the commonwealth of Pennsylvania, Gentleman, his attorney duly constituted by letter of attorney under the hand and seal of the said John Penn, for this special purpose executed, bearing date the twenty ninth day of April in the year of our Lord 1788, recorded at Philadelphia in Letter of Attorney Book No, 2, page 368, and intended to be recorded in the several counties of the said commonwealth, and the Honorable John Penn the elder, Esquire, late the other proprietary of the said province of Pennsylvania and the counties of New Castle, Kent and Sussex on Delaware, by John F. Mifflin of the city of Philadelphia aforesaid, Esquire, Attorney at Law, his attorney constituted by letter of attorney under the hand and seal of the said John Penn the elder, for this special purpose executed, dated the nineteenth day of November in the year of our Lord 1787, recorded at Philadelphia aforesaid in the same Book No. 2, page 364. and likewise intended to be recorded in the said several counties, of the one part, and John Simon of the borough of Easton in the county of Northampton in Pennsylvania aforesaid, Hatter, of the other part. Witnesseth that the said John Penn the younger, by his said attorney Anthony Britten, and the said John Penn the elder, by his said attorney John F. Mifflin, for and in consideration of the sum of fifty six pounds fourteen shillings current money of Pennsylvania, in specie, unto them in hand paid by the said John Simon, at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released and confirmed, and by these presents do grant, bargain, sell, release and confirm unto the said John Simon, and to his heirs and assigns, a certain piece or tract of land situate in the town or borough of Easton aforesaid, marked in the General Plan of the said town or borough No. 131, containing in breadth North and South on the public square forty feet, and in length or depth East and West one hundred and twenty feet to a twenty foot alley, bounded Eastward by the public square aforesaid, Northward by Lot No, 132, owned by Christina Nungesses, Westward by the twenty foot alley aforesaid, Southward by Lot No. 130, partly conveyed to Jacob Sickman, and the other part intended to be conveyed by these presents .Also, the Westernmost part of the aforesaid Lot No. 130, containing in breadth East and West on a twenty foot alley forty feet, and in length or depth North and South on the first mentioned alley one hundred and twenty feet, bounded Westward by the first mentioned alley, Southward by the other alley, Eastward by the remainder of the lot whereof this is part, and Northward by the aforesaid Lot No. 132. And also.....[undecipherable].....first day of March in each and every year forever hereafter, if demanded, and the said John Penn the younger and John Penn the elder, by their above mentioned several attornies. for themselves and their heirs, do covenant, promise and grant to and with the said John Simon, his heirs and assigns, by these presents, that they, the said John Penn the younger and John Penn the elder and their heirs respectively, the said described pieces or tracts of land, hereditaments and premises hereby granted and to be granted, with the appurtenances, unto the said John Simon, his heirs and assigns, against them the said John Penn the younger and John Penn the elder and their heirs respectively, under and

against all other person or persons whatsoever lawfully claiming or to claim by, from or under, by them or any of them, or by, from or under any of the former proprietaries of Pennsylvania, shall and will warrant and forever defend by these presents. In witness whereof the said parties to these presents have interchangeably set their hands and seals hereunto, dated the day and year first above written. Anthony Britten, attorney for John Penn the younger SEAL John F. Mifflin, attorney for John Penn Senior SEAL Signed, sealed and delivered by the said Anthony Britten for and on behalf of his constituent the said John Penn the younger in the presence of us. Jacob Ar....., Fred. Beates. Signed, sealed and delivered by the said John F. Mifflin for and on behalf of his constituent the said John Penn the elder in the presence of us. Jacob Otterman. Peter Miller. Received the day of the date of the above written Indenture of the above named John Simon the sum of fifty six pounds fourteen shillings current money of Pennsylvania, in specie, in full of the consideration hereby above written. Anthony Britten, agent for John Penn Senior and John Penn. Testes. F. Beates....The fourth day of December 1789 before me, the subscriber, one of the Judges of the Court of Common Pleas for the county of Northampton, came Frederick Beates of Philadelphia, and on his oath did say that he was present and did see the above named Anthony Britten sign, seal, and as his act and deed and also as the act and deed of his constituent John Penn the younger, deliver the above written Indenture. And he did likewise see Jacob Ar.....subscribe his name as witness of the same, and that the same Frederick Beates thereto also subscribed as a witness in of this deponents own handwriting. Witness my hand and seal. Jacob Abee SEAL The twentieth day of November AD 1789 before me, Thomas M. Kean, Esquire, Doctor of Law, Chief Justice of the Commonwealth of Pennsylvania, came Peter Miller of the city of Philadelphia, Esquire, and on his solemn affirmation according to law did say that he was present and did see the within named John F. Mifflin sign, seal, and as his act and deed, deliver the within Indenture as attorney of the within named John Penn the elder, that he did see Jacob Otterman sign his name as a witness thereunto, and that the same Peter Miller thereunto also subscribe as a witness in of this affirmant's own handwriting.

Witness my hand and seal  
Thomas M. Kean SEAL  
Recorded the ninth day of July AD1793

Release

Nicholas Horn  
to  
Abraham Horn

Dated Jan. 7, 1804

Recorded Feb. 11, 1806

To all people to whom these presents shall come, I, Nicholas Horn, of Greenwich Township in the county of Sussex in the state of New Jersey, Cordwainer, one of the sons of John Horn and Gertrude, his wife, late of the state of Pennsylvania, both deceased, and Catherine his wife, send greetings:

Whereas the said John Horn, and Gertrude, his wife, died seized in their demesnes of some real and personal estate situate in the borough of Easton in the county of Northampton in Pennsylvania, NOW KNOW YE THAT, for and in consideration of the sum of one hundred and thirty dollars, lawful money of the United States, to us in hand paid by my brother Abraham Horn, of the borough of Easton, of said esquires, at and before the sealing and delivery hereof, the receipt whereof we do hereby acknowledge and thereof acquit and forever discharge him, his heirs, executors and administrators therefrom, have, and by these presents, do grant, bargain, sell, assign, remise, release and confirm unto the said Abraham Horn and to his heirs and assigns forever, all our right, title, interest, property, claim and demand whatsoever, to all and singular, the estate and estates, both real and personal and mixed of what kind, forever, situate, lying and being in the county of Northampton aforesaid, or elsewhere within the state of Pennsylvania, whereof my father, the said John Horn, and Gertrude his wife, died seized of, and to all such parts shares and dividends that I may, might or ought to have, of and from the same, TO HAVE AND TO HOLD, all and singular, the premises and estates unto the said Abraham Horn, his heirs and assigns, forever, so that neither I, the said Nicholas Horn, nor my wife nor our heirs nor any other person or persons for, by, shall or may by any ways, means whatsoever at any time hereafter claim, challenge or demand, dower, right of dower estate, right, title or interest of, in and unto the said land and premises hereby granted and released or any part thereof, but from all and every action or actions, estate, dower rights, title, interest, claim or demand of in and to the said premises or any part thereof, shall be forever debarred by these presents. In witness whereof we have hereunto interchangeably set our hands and seals the seventh day of January one thousand eight hundred and four – Nicholas Horn L.S. Catherine Horn L.S. Sealed and delivered in the presence of us - Peter Hay, Adam Heckman.

Received Easton January 7<sup>th</sup>, 1804 of Abraham Horn – the consideration money in full payment – Nicholas Horn. Test. Adam Heckman,

Northampton County. On the 7<sup>th</sup> day of January, AD 1804, before me, Peter Hay, one of the Justices for the county of Northampton, came Nicholas Horn and Catherine his wife, in the foregoing assignment named, and in due form of law acknowledged the same as their act and deed, and desired the same might be recorded as such. Catherine, being by me separate from her husband examined, declared that she signed and delivered the same of her own free will without any coercion of her said husband whatsoever. Witness my hand and seal. Peter Hay L.S. Recorded the 11<sup>th</sup> day of February 1806.

Abraham Horn & Wife  
To  
Michael Simon

This Indenture, made the fourteenth day of July in the year of our Lord one thousand eight hundred and thirteen, between Abraham Horn of the borough of Easton in the county of Northampton and state of Pennsylvania, Esquire, and Susanna, his wife, of the one part, and Michael Simon of the same place, Hatter, of the other Part.

Whereas John Horn, late of the same place, and father of the said Abraham Horn, the grantor above named, became in his lifetime lawfully seized in his demesne of and to a certain small log house and two lots or pieces of ground situate in the town of Easton in the borough of Easton aforesaid and adjoining each other, and marked in the General Plan of said borough and town No. 131, containing in breadth North and South on the public square forty feet, and in length or depth East and West one hundred and twenty feet to a twenty foot alley, bounded Eastward by the public square aforesaid, Northward by Lot No. 132, Westward by the twenty foot alley, Southward by Lot No. 130. Also, the Westernmost part of the Lot No. 130, containing in breadth East and West on a twenty foot alley sixty feet, and in length or depth North and South on the said first mentioned alley one hundred and twenty feet, bounded Westward by the first mentioned alley, Southward by the other alley, Eastward by the remainder of Lot No. 130, and Northward by the aforesaid Lot No. 131, with the appurtenances, and being so thereof seized in his possession right, died intestate, leaving his wife Gertrude and issue four children, to wit: Nicholas, John, Abraham and Barbara, to whom the same, by the laws of Pennsylvania relating to intestate estates, did descend and come, allowing to the eldest son of the said intestate a double share. And Whereas the said Gertrude, the widow of the said dec. John Horn, afterwards intermarried with John Simon (the present father of said Michael Simon, party hereto), and by virtue of said marriage he became in the full possession of the said described premises without any legal proceedings first had in the proper courts upon the said John Horn's deceased estate, and in which possession, together with the said Michael Simon, party hereto, he still at the present time remains subject to the right of the heirs of the said John Horn, deceased. And Whereas the said Gertrude, the former widow of the said John Horn, is also deceased/ And Whereas the said Nicholas Horn aforesaid, one of the sons and heirs of law of the said John Horn, deceased, by his Deed dated seventh day of January AD1804 and recorded in the Office for Recording of Deeds at Easton in and for the said county of Northampton in Book A, Vol.3, page 83, for the consideration therein mentioned, granted and conveyed all his estate in the aforesaid described premises to the said Abraham Horn, party hereto, and to his heirs and assigns; reference being thereunto had may more fully and at large appear.

Now, this Indenture witnesseth that the said Abraham Horn and Susanna his wife, for and in consideration of the sum of three hundred. dollars, lawful money of the United States, to them in hand paid by the said Michael Simon, at and before the sealing and delivery hereof, the receipt whereof they do hereby acknowledge and therefore acquit and forever discharge the said Michael Simon, his heirs, executors and administrators, by these presents have granted, bargained and sold, assigned, transferred and set over, and by

Abraham Horn & Wife to Michael Simon (Continued)

these presents do grant, bargain and sell, assign, transfer and set over unto the said Michael Simon, and to his heirs and assigns, all that our estate right, title, interest, share, purports and dividends whatsoever of, in and to the said house and described lots of land, late the real estate of the said John Horn dec., together with the respective appurtenances thereunto belonging, TO HAVE AND TO HOLD the same, to the said Michael Simon, his heirs and assigns, forever, as fully, freely and amply as we ourselves might or could do. And the said Abraham Horn, for himself and his heirs, the said granted premises with the appurtenances, to the said Michael Simon, his heirs and assigns, against him, the said Abraham Horn, and his heirs, and also the heirs of the said Nicholas Horn, shall and will warrant and forever defend by these presents.

In witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals. Dated the day and year first within written. Abraham Horn SEAL Susanna Horn her X mark SEAL. Sealed and delivered in the presence of us. Note the word "He", together with the said Michael Simon, party hereto, "Estate", were first interlined on the first and second pages before signing. Christopher Hutter, Geo. Ihrrie.

Northampton County. The fourteenth day of July AD1813 before me George Ihrrie, Esquire, one of the Justices of the Peace in and for the said county of Northampton, came the above named Abraham Horn and Susanna his wife, and in due form of law acknowledged the above and within written Indenture as their act and deed, and desired the same might be recorded as such. The said Susanna, being by me separate and apart from her said husband examined, and the contents of the said Indenture being made known unto her, declared that she executed the same voluntarily and of her own free will and accord., SEAL and as her act and deed delivered the said Indenture without any coercion or compulsion of her said husband or any other person. Witness my hand and seal the day and year aforesaid.

George Ihrrie SEAL Recorded the 28th day of December 1813.

Deed

Peter Hay & Wife

To

Michael Simon

This Indenture, made the twenty third day of December in the year of our Lord one thousand eight hundred and thirteen, between Peter Hay of the borough of Easton in the county of Northampton and state of Pennsylvania, Esquire, and Barbara, his wife, of the one part, and Michael Simon, of the same place, Hatter,

of the other part. Whereas John Horn, late of the same place, and father of the said Barbara, became in his lifetime lawfully seized in his demesne of and in a certain small log house and lot of ground situate in the borough of Easton and marked in the General Plan of said town or borough No. 131, containing in breadth North and South on the public square forty feet, and in depth East and West one hundred and twenty feet, with the appurtenances, and being so thereof seized in his possession right, died intestate, leaving his wife Gertrude and issue four children, to wit: Nicholas, John, Abraham and Barbara aforesaid, to whom the same, by the laws of the state of Pennsylvania relating to intestate estates, did descend and come, allowing to the eldest son of the said deceased intestate a double share. And Whereas the said Gertrude, the widow of the said dec. John Horn, afterwards intermarried with John Simon, the present father of the said Michael Simon, party hereto, and by virtue of the said marriage he became in the full possession of the said described premises without any legal proceedings first had in the proper courts upon the said John Horn's dec. estate, and in which possession, together with the said Michael Simon, party hereto, he still at this present time remains subject to the rights of the heirs of the said John Horn, dec. And Whereas the said Gertrude, the former widow of the said John Horn, is also deceased. NOW, this Indenture witnesseth that the said Peter Hay and Barbara his wife, for and in consideration of the sum of one hundred dollars money of the United States, to them in hand paid by the said Michael Simon at and before the sealing and delivery hereof, the receipt whereof they do hereby acknowledge and therefore and forever discharge the said Michael Simon, his heirs, executors and administrators, by these presents, and by these presents do grant, bargain, sell, assign, transfer and set over, alien, enfeoff, release and confirm unto the said Michael Simon and to his heirs and assigns, all our estate right, title, interest, shares, purports and dividends whatsoever of, in and to the said house and described lot of ground, late the real estate of the said John Horn, dec., father of the said Barbara, together with the appurtenances thereto belonging, TO HAVE AND TO HOLD, the same to the said Michael Simon, his heirs and assigns, forever, as fully, freely and amply as we ourselves might or could do. And, the said Peter Hay and Barbara his wife, for themselves and their heirs, the said granted premises with the appurtenances, unto the said Michael Simon, his heirs and assigns, against them, the said Peter Hay and Barbara his wife shall and will warrant and forever defend by these presents against any person or persons, except the said Michael Simon.

In witness thereof the said parties to these presents have interchangeably set their hands and seals the day and year aforesaid. Peter Hay SEAL. Barbara Hay her X mark SEAL. Sealed and delivered in the presence of us. Valentine Weaver, Geo. Ihrie.

Northampton County. The 24<sup>th</sup> day of Dec. 1813. Before me, Geo. Ihrie, Esquire, one of the Justices of the Peace in and for the said county, came the above named Peter Hay and Barbara his wife, and in due form of law acknowledged the above and foregoing Indenture as their act and deed, and desired the same might be recorded as such. The said Barbara, being by me separate apart from her said husband examined, and the contents of the said Indenture being made known unto her by me, declared that she executed the same voluntarily and of her own free will and accord SEAL , and as her act and deed delivered the said Indenture without any coercion of compulsion of her said husband or any other person or persons. Witness my hand and seal. Geo. Ihrie SEAL



Present View of Lots 130 and 131 in Easton, Pa.

## **THE HOPE NJ TRACT**

It has long been recorded in Horn family histories that Abraham Horn and Nicholas Kramer purchased 1500 acres of property which essentially comprised the Moravian community of Hope NJ and its outlying farmlands. This claim was based on a document entitled "Articles of Agreement" dated September 22, 1807, between Abraham Horn and Nicholas Kramer, and Christian Lewis Benzien of the Moravian Church and his attorney/representative John Gebhard Cunow. Subsequent documents, however, strongly suggest that these Articles of Agreement may never have been consummated by an actual sale. For, in the same time frame covered by the Articles of Agreement, Christian Lewis Benzien made over two dozen individual transactions to sell off lots of land in the same area covered by the Articles, according to page 13 of an Historical Structures Report published by Noble Preservation Services Inc. In fact, one of these transactions was with Abraham Horn. In 1808 he purchased 136 acres in the heart of the community for \$2500, which he paid for in cash. Would Abraham have bought property in 1808 that he owned in 1807? Furthermore, the purchase in 1808 was dated February 16, 1808, the Articles of Agreement, although dated September 22<sup>nd</sup>, 1807, were not finally accepted until February 28, 1808, and the land covered by these Articles was not to be delivered by the Moravians to the purchasers until April 15<sup>th</sup>, 1808.

Apparently, something intervened. Perhaps the Articles were only a "fall-back" strategy in case the property could not be sold by other means. But also read the following page about Nicholas Kramer, which may suggest another theory – that the money wasn't there.

Abraham did some development of the 136 acres that he purchased – he is said to have built an access road (Rte. 519 from the east) and the bridge ("Moravian Bridge") across Beaver Brook in the center of town. He sold off six acres of this property to a John Horn of Knowlton Township in the fall of 1808. This may have been his son John, although any relationship is not noted in the indenture of sale. He sold the remainder of the property, 130+ acres, to John Lawrence on May 30, 1808, This indenture of sale was burned July 8 1808. The purchase price was \$3000, and was secured by a mortgage between the parties. This mortgage is recorded in Book D, page 344 in the Sussex County Clerk's Office. The first indenture was replaced by a second, dated Feb. 7, 1812.

The first three documents mentioned are included herein in their entirety, along with maps of the area. These documents are recorded, respectively, in Book R, pages 391-395, Book S, pages 8-10, and Book S, pages 234-235, in the Sussex County Hall of Records, Newton, NJ. The fourth indenture is recorded in Book X, pages 526-7.

Some of this information was provided by H.O.P.E. (Help Our Preservation Effort), Hope, NJ., but they are not responsible for the preparation of this article. There are many sources that offer more details of the history of the Moravian Community for those interested

(Revised by AMH Jr. July 2011)

## NICHOLAS KRAMER

In these years there flourished, in Northampton county, a man who became widely known, and whose fame has not even yet passed into oblivion. His name was, Nicholas Kramer, and his place of residence was Nelighsville, in Allen township. The sphere in which he became so celebrated, was that of land speculation; and his operations in this line (covering a period of nearly fifteen years-from 1802 to 1816), seem to have turned the heads of half the adult male population of the county. It is difficult to understand by what means he produced, among the people, so great an excitement on the subject of buying and selling land as in a short time to inflate prices from thirty to one hundred dollars per acre, yet such was the case.

We are told that, at the time of his highest prosperity and popularity, it was his custom to go, each week, to the old Sun tavern, in Bethlehem, where-having, of course, eligible apartments, permanently engaged for the purpose-he, for two days of the seven, "kept open house," for the eager buyers and sellers, who, from all the region round about the Lehigh, never failed to make their appearance at these weekly sessions of Kraemers Real Estate Exchange. Here, he won their hearts, by his tact, and the free profusion of his good cheer find he extorted their admiration, almost their homage, by the offhanded ease with which he engaged in the heaviest transactions, and the uniform success with which he "bought, sold, and got gain."

He was of very humble extraction, wholly deficient in education, and, at the commencement of his career, entirely without capital. Who can tell what personal quality it was which enabled him to achieve that extraordinary success which never failed him through so many years, and that celebrity which even yet has not faded away? It must have been an inborn aptitude for the vocation which he adopted. He had a genius for the business and a nerve which no hazard could daunt. Whether a transaction was for ten acre, or for a thousand, made no difference to Nicholas Kraemer in the time required for its consideration, for his perception was intuitive, and his decision instantaneous. From the very outset of his career, he won the confidence of the speculatively-inclined people of the county; his word and opinion came to be accepted, almost as law, in all matters pertaining to the valuation of real estate, and the cautious, steady-going East Pennsylvanians, many a time find oft, in those days of promise, paid for a lot of land three times, the price which their own judgment would have approved, simply because they had Nicholas Kraemers assurance that, in due time, it would realize for them a handsome advance-a prediction which, in the prosperous days of his career, was almost invariably verified.

There seemed to have been a strange fascination-a magnetism-in his contact. Men gladly purchased, from him, lands which they would hardly have received from another, find people living in a radius of twenty-five miles from Bethlehem, attended his weekly exchange, and bought his lands, on the mountains or in the great Pine Swamp, with only less eagerness than the noblemen and trades-people, and laborers of Paris, once crowded the approaches to the office of John Law, in their headlong scramble for the purchase of his bubble shares.

It was the old story of temporary speculative success. First a small transaction, entered into with many misgivings, but resulting in a profit,

unexpected, and hardly hoped for; then a larger risk, with proportionately heavier gains, and at last, that over confidence which scouts the idea of disaster, and increases the ventures a hundred fold; all this bringing in its train as a natural consequence, the admiration of the unreasoning masses, whose following and support, tends to perpetuate the very success which awakened it, and to engender profusion, improvidence, and lavish expenditure; born of the belief that to-morrow will be as to-day, only more abundant.

The result, too, was the usual one. There came a week when Nicholas Kraemer held no land-sale levee, at the tavern in Bethlehem; when his customers-if any were in attendance-looked in vain for his inspiring presence, and for the filling of his; mighty punch-bowl; for the bubble had at last burst, and the sheriff was the presiding genius now.

Kraemers fortune-if he ever really had one-was swept away; his lands were sold under the hammer, for one-sixth of the value which ha so recently been placed on them, the baseless fabric had dissolved, and its builder left the world as poor as he had entered it.

(abstracted from Davis' 1877 History of Northampton County, Chap's XXVII - XXXIII, as posted by US Gen Web Archives)

**Articles of Agreement**, indented, made, concluded and agreed upon the twenty second day of September in the year of our Lord one thousand eight hundred and seven, between Christian Lewis Benzien of Salem in the county of Stokes and state of North Carolina, clerk, by his attorney John Gebhard Cunow of Bethlehem in the county of Northampton and state of Pennsylvania, Esquire, lawfully constituted, of the one part, and Nicholas Kramer of Allen Town township, yeoman, and Abraham Horn of the borough of Easton, Esquire, both in the county of Northampton aforesaid, of the other part, as follows:

First, the said Christian Lewis Benzien, by his said attorney John Gebhard Cunow, in consideration as well of the monies hereinafter mentioned to be paid as of the covenants and agreements to be kept and performed, doth covenant and agree with the said Nicholas Kramer & Abraham Horn that he, the said Christian Lewis Benzien, shall and will at the proper costs and charges in the Law of the said Nicholas Kramer and Abraham Horn, on or before the fifteenth day of April next ensuing the date hereof, by such conveyances, ways and means in the Law as the counsel of the said Nicholas Kramer and Abraham Horn shall honorably advise, direct and require, will and sufficiently grant, convey and assign to the said, their heirs and assigns, or to whom they shall appoint, and to such ones as they shall direct – All that messuage and tract of land known by the name of Hope, situate, lying and being in the townships of Oxford and Knowlton in the county of Sussex in the state of New Jersey, bounded and described as followeth, viz: Beginning at a stone corner of the said Christian Lewis Benzien and Caleb Swayze's land, thence extending by the said Caleb Swayze's land the two following courses, to wit; North forty seven degrees East forty eight chains to a stone, and South forty seven degrees East sixty chains\* to a stone, thence by lands of said Caleb Swayze, James Kaar and others, North forty degrees East one hundred and twenty chains to a stone, thence by land of John Allen and son South forty five degrees East nine chains and forty five links to a post, thence by land of Peter Burge North forty eight degrees East twenty three chains and ninety five links to a post, thence by land late of Anthony C. Morris North forty five degrees West sixty four chains and forty five links to a hickory, thence by land of Jonah Howell South forty five degrees West twenty three chains to a white oak, and North forty seven degrees West forty one chains to a heap of stone, thence by late Governor Penn's land South forty three degrees West one hundred and fifty six chains and fifty links to a white oak, thence by land late of Gerard & Barnaby Swayze South forty seven degrees East sixty chains to the place of beginning, containing by computation one thousand five hundred acres more or less. Together with all houses, outhouses, edifices, buildings, orchards, gardens, meadows, ways, water and water courses to the said messuage or tract of land belonging or in any wise appertaining, except however as in hereinafter excepted, And whereas several small tracts or parcels being part of the above described premises have been demised, granted, and to farm, tillen for and during certain times of year, which are not expired, to sundry persons. First, thirty acres more or less to Caleb Swayze also by Indenture made the first day of April one thousand seven hundred and ninety one, for twenty one years from thence next ensuing; four acres more or less unto Levi Howell by Indenture made the sixth day of February one thousand eight hundred and five, for fifteen years thence next ensuing; three acres more or less unto the said Levi Howell by Indenture made the tenth day of April one thousand eight hundred and five, for fifteen years beginning from the sixth day of February in the year one thousand eight hundred

and five; five acres more or less unto John Albertson by Indenture made the first day of September one thousand seven hundred and ninety eight, for twenty one years from thence next ensuing; three acres unto Jonah Howell aforesaid by Indenture made the fifteenth day of November one thousand seven hundred and ninety eight, for twenty one years from thence ensuing; seventy five acres unto John Weinland and Philipina Weinland his wife and unto the survivors of them by Indenture made the first day of March one thousand seven hundred and eight five, for and during the natural lives of them or the survivors of them; and ninety acres unto John Shank by Indenture made on the twenty seventh day of April one thousand eight hundred and three, for ten years from the first day of April the last part as in and by the said in part described Indenture, relation being thereunto had more fully will appear, as is mutually agreed by and between the parties.

[Now know all men by these presents], that the said Christian Lewis Benzien shall and will assign, transfer and set over all his right, title and interest in and to the said Indentures unto the said Nicholas Kramer & Abraham Horn, and that they, the said Nicholas Kramer and Abraham Horn, will perform and keep all the covenants which are to be performed and kept, on the lessor's part, and that the said Caleb Swayze, Levi Howell and John Albertson, Jonah Howell, John Weinland and Philipina Weinland his wife, and John Shank, shall have and keep quiet possession of the premises so as aforesaid granted, and to farm, tillen, unto them and either of them until the expiration of the terms of their respective leases, on consideration of their performing and fulfilling all [and] every of the covenants and agreements which are and ought to be so performed and fulfilled by them or either of them as parties to the above written Indentures.

And Whereas Adolph Hartman, blacksmith, Wm. Hessterwavin, Frederick Bloom, tanner, John Shank, nailor, and Jacob Snider, yeoman, all of the town of Hope aforesaid at their own proper costs have erected dwelling houses with outhouses and shops for carrying on their respective trades on the premises. Also, it is further covenanted by and between the parties to these presents that the said dwelling houses and outhouses and shops thereunto belonging shall be appraised, and the value thereof ascertained by three judicious and impartial men, whereof each of the parties to these presents shall choose one, and the two persons so chosen shall choose a third, and whatsoever the said three persons so to be chosen shall award and judge concerning the value of the said dwelling houses and the appurtenances shall be conclusive and binding on both the parties to these presents, and the sum so awarded by the said three referees shall be deducted from the consideration money to be paid as hereinafter mentioned for the premises, provided nevertheless that the sum so awarded and to be deducted exceed not the sum of three thousand and two hundred dollars.

And it is further covenanted and agreed that the said Nicholas Kramer and Abraham Horn shall not sell or anywise dispose of the lots of ground, on which the said five dwelling houses with the outhouses and shops are erected, unto any person or persons before they, the said Nicholas Kramer and Abraham Horn, have offered the said lots of ground for sale unto the said Christian Lewis Benzien or his attorney and given him the first refusal And whereas Daniel Houser, servant, and Christian Knauss, both of the town of Hope, by virtue of a lease under the hand and seal of the attornies of the said Christian Lewis Benzien, are entitled to the quiet possession of the mills and distillery erected on the premises until the thirty first day of March in the year one thousand eight hundred and

ten, and whereas the said Nicholas Kramer and Abraham Horn consider it for their interest to have the full and absolute possession of the said mills and distillery from and after the fifteenth day of April next ensuing the date hereof, it is further covenanted and agreed that the said Christian Lewis Benzien shall and will fully compensate Daniel Houser, servant, and Christian Knauss for any loss they may prove to be subject to on account of the sooner determination of their lease, and the said Nicholas Kramer and Abraham Horn promise and agree to with the said Christian Lewis Benzien that, in case the said Christian Lewis Benzien shall be under the necessity to pay to the said Daniel Houser, servant, and Christian Knauss upwards of one thousand and sixty six dollars and sixty seven cents as a compensation for their said loss, they, the said Nicholas Kramer and Abraham Horn, shall and will reimburse and repay unto the said Christian Lewis Benzien any sum exceeding one thousand and sixty six dollars and sixty seven cents, by him paid to the said Daniel Houser, servant, and Christian Knauss.

And it is further warranted and agreed by both the parties to these presents that the burying ground now laid out on the premises shall always be kept in a good and substantial fence or enclosure, and the corpse' not to be disturbed, and that the said Nicholas Kramer and Abraham Horn for themselves, their or either of their executors, administrators or assigns, promise and agree to and with the said Christian Lewis Benzien, his heirs and assigns, not to dispose of the said lot or parcel of ground to any person or persons whatsoever, but on condition that the said lot be so kept, and the corpse' not disturbed as aforesaid.

And the said Nicholas Kramer and Abraham Horn and either of them, for themselves and for their or either of their heirs, executors and administrators, **do**, and each of them **doth**, covenant, promise and grant to and with the said Christian Lewis Benzien, his heirs and assigns, that they will pay or cause to be paid unto the said Christian Lewis Benzien, his heirs and assigns, the sum of forty eight thousand dollars, in gold or silver coin, lawful money of the United States, as and for the purchase money for the said messuage or premises above mentioned, in manner following; that is to say – Eight thousand dollars part thereof, on or before the fifteenth day of April next ensuing the date hereof, eight thousand dollars part thereof, on the twenty seventh day of May in the year one thousand eight hundred and nine, eight thousand dollars part thereof, on the twenty seventh day of May in the year one thousand eight hundred and ten, eight thousand dollars part thereof in the year one thousand eight hundred and eleven, eight thousand dollars part thereof in the year one thousand eight hundred and twelve, and eight thousand dollars residue thereof on the twenty seventh day of May one thousand eight hundred and thirteen.

And for the better securing the said different payments, the said Nicholas Kramer and Abraham Horn promise and agree to and with the said Christian Lewis Benzien to deliver to the said Christian Lewis Benzien for such sums as shall be unpaid after the fifteenth day of April next an equal amount in judgement bonds secured by mortgages on the premises from such person or persons to whom they intend to sell the said premises and who shall be approved of by the said Christian Lewis Benzien or his said attorney, and in case of any part of the condition money remaining due after the delivery of such bonds and mortgages, to give their own bonds for the payment of the same.

And it is further agreed by and between the said parties to these presents that the said Nicholas Kramer and Abraham Horn, their heirs and assigns, shall and may on or before the fifteenth day of April next ensuing, enter into and upon the said messuage and

premises, and from thence receive and take the rents, issues and profits thereof to their own uses. For the true performances of all and singular the covenants and agreements aforesaid, the said parties bind themselves, their heirs, executors and administrators, each to the other, their heirs, executors, administrators and assigns, firmly by these presents. In witness thereof the said parties to these presents have hereunto interchangeably set their hands and seals the day and year above written

Nicholas Kramer S.L.

Abraham Horn S.L.

Sealed and delivered in the presents {sic} of us. John Flyshoote, Francis Christ Hampman. Be it remembered that on the 28<sup>th</sup> day of February 1808 before me, Barn. Swayze, ESQ., one of the Judges of the Inferior Court of Common Pleas in and for the county of Sussex and state of New Jersey, came Nicholas Kramer and Abraham Horn, the signers to the foregoing Article of Agreement, and acknowledged that they signed, sealed and delivered the same as their act and deed for the uses and purposes therein expressed.

Barn. Swayze.

\* sixty chains is incorrect.. The length, according to the map following, is about 35.5 chains.

**This Indenture**, made the sixteenth day of February in the year of our Lord one thousand eight hundred and eight, Between Christian Lewis Benzien of Salem in the county of Stokes in the state of North Carolina, clerk, by his attorney John Gebhard Cunow of Bethlehem in the county of Northampton in the [state] of Pennsylvania, Esquire, specially constituted, of the one part, and Abraham Horn of the borough of Easton in the county of Northampton aforesaid, Esquire, of the other part. Whereas the said Christian Lewis Benzien, by his Power of Attorney or Letter of Procuration duly executed, bearing date the twenty second day of September in the year 1802, did constitute and appoint the said John Gebhard Cunow and others his true and lawful attornies jointly and severally for him, and in his name, place and stead, to make, execute, seal and deliver, or cause to be made, executed, sealed and delivered, all such deed or deeds, conveyance or conveyances, as are or shall be requisite and necessary in law for the full and absolute assuring, confirming and conveying of such parts or parcels of his lands, tenements and hereditaments, to such person or persons, his, her or their heirs and assigns, with whom his said attornies or either of them may judge, meet and right and right and for his interest to contract for the sale of any of his lands in the United States of North America –as, in and by the said related Power of Attorney duly proved and entered on record in the Clerk’s Office in the county of Sussex in the state of New Jersey, Book 1C of Deeds, fol. 159, relation being thereunto had may more fully and at large appears. **NOW THIS INDENTURE WITNESSETH** that the said Christian Lewis Benzien, by his said attorney John Gebhard Cunow, for and in consideration of the sum of two thousand five hundred dollars lawful money of the United States, unto him, the said John Gebhard Cunow, in hand paid by the said Abraham Horn for the use of the said Christian Lewis Benzien, at and before the ensealing and delivery hereof, the receipt whereof the said Christian Lewis Benzien, by his said attorney, doth hereby acknowledge and thereof doth acquit and forever discharge the said Abraham Horn, his heirs, executors and administrators, by these presents hath granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release and confirm unto the said Abraham Horn and to his heirs and assigns a certain tract or lot of land situate, lying and being in Oxford Township in the county of Sussex aforesaid, bounded and described as follows, viz: Beginning at a stone corner of John Shank’s land, thence extending by the same North forty six degrees West seventy three perches and seven tenths of a perch to a stone, and North eighty four degrees and three quarters of a degree West sixty perches and four tenths of a perch to a stone, thence by land of Conrad Rohm North six degrees and one half of a degree West eleven perches and seven tenths of a perch to a stone, and North eighty four degrees and three quarters of a degree West fifty six perches to a stone, thence by land of Richard Weitzell North five degrees and one quarter of a degree East eighteen perches and four tenths of a perch to a stone, and North eleven degrees East thirty nine perches and eight tenths of a perch to a stone, thence by land of George Hayes the following five courses and distances, viz: North seventy five degrees and three quarters of a degree East seventy three perches to a stone near Beaver Brook, North five degrees East six perches and nine tenths of a perch to a stone, North seventeen degrees and one half of a degree West eight perches and six tenths of a perch to a stone, North twenty seven degrees and one half of a degree West four perches and four tenths of a perch to a stone, and South eighty six degrees West eleven perches and seven tenths of a perch to a post, thence by Trout Alley in the town of

Hope North eleven degrees and one half of a degree West twenty four perches and eight tenths of a perch to a stone, thence by lands of John Lawrence the four following courses and distances, viz: North seventy nine degrees East twenty four perches and four tenths of a perch to a stone, South thirty nine degrees East nine perches and two tenths of a perch to a stone, South ten degrees East thirty six perches and eight tenths of a perch to a stone, South seven degrees East twenty seven perches and one half of a perch to a stone, and South forty five degrees and a quarter of a degree East forty one perches to a stone, thence by the same and by lands of John Sheiner and Henry Sheiner and Nicholas Kraemer North sixty six degrees East one hundred and ninety eight perches and a half of a perch to a stone, thence by land of John Albertson and James Kaar South thirty eight degrees West two hundred and twenty five perches and eight tenths of a perch to a stone, the place of beginning, containing one hundred and thirty six acres and seventy eight perches strict measure. It being part of a tract of nine hundred and forty five acres allowance, part of the so called Hope tract which Samuel Green and Ann his wife, by Indenture bearing date the seventh day of March 1769, on record in the Clerk's Office of Sussex county aforesaid in Book Q pages 187 on, conveyed unto one Nathaniel Seidle, who, in and by his last will and testament bearing date the 20<sup>th</sup> day of June 1770, duly proved and remaining in the Register's Office in Easton in the county of Northampton aforesaid, devised inter alia all the residuary part of his estate, real and personal (including the above 945 acres), unto one Frederic Marshall, who, in and by his last will and testament bearing date the sixteenth day of December 1801. duly proved and registered in the Register's Office of Stokes county aforesaid, and as recorded in the Clerk's Office of the county of Sussex aforesaid in Book 1C of Deeds, folio 103, devised all the residuary part of his estate, real and personal (including the above 945 acres), unto the said Christian Lewis Benzien, his heirs and assigns, forever. Together with all and singular the houses, outhouses, edifices and buildings thereon erected and being – And all ways, water, water courses, woods, trees, fences, gardens, orchards, rights, liberties, privileges and advantages, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof – And also all the estate rights, title, interest, use, trust, property possession, claim and demand whatsoever, of them, the said Christian Lewis Benzien, in law or equity or otherwise howsoever of, in, or to or out of the same or any part or parcel thereof, with the appurtenances. Together also with the benefits and emoluments, and under and subject to the grants and sufferances covenanted and granted in and by certain Articles of Agreement between the said Nicholas Kraemer and Abraham Horn of the one part, and the said John Lawrence of the other part, bearing date the twenty third day of October 1807, granting to the said John Lawrence, his heirs and assigns, the privilege to keep and maintain the tail race of his mill on the land of the said Abraham Horn, with the right to enter on the said land for the purpose of cleaning and repairing the said tail race when and as often as occasion may require, under the limitations & restrictions therein mentioned – as in and by the said in part Articles of Agreement, relation being thereunto had [may] more fully and at large appears **To Have and To Hold** the said tract or piece of land above described, hereditaments and premises, hereby granted and released (or mentioned or intended so to be) with the appurtenances, unto the said Abraham Horn, his heirs and assigns, to the only proper use, benefit and behoof of the said Abraham Horn, his heirs and assigns, forever. And the said Christian Lewis Benzien, by his attorney, for

himself, his heirs, executors and administrators, doth covenant, promise, grant and agree to and with the said Abraham Horn, his heirs and assign,, by these presents, that he, the said Christian Lewis Benzien and his heirs, the said tract or piece of land above described, hereditaments and premises hereby granted and released (or mentioned or intended so to be) with the appurtenances, unto the said Abraham Horn, his heirs and assigns, against him, the said Christian Lewis Benzien and his heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim by, from or under him, them or any of them, shall and will warrant and forever defend by these presents. **And witness** that the said Christian Lewis Benzien & his heirs, and all and every other person or persons lawfully claiming or to claim any estate right, title or interest whatsoever of, in, to or out of the said hereby granted premises or any part thereof, by, from or under him, them or any of them, shall and will from time to time and at all times hereafter, upon the reasonable request, at the proper costs and charges in the law, of the said Abraham Horn, his heirs and assigns, make, do, execute, acknowledge, or cause or procure to be made, done, executed and acknowledged, all and every such further and other lawful and reasonable act or act[s], deed or deeds, device or devices, conveyances and assurances in the law whatsoever, for the further, better, more sure, perfect and absolute granting, conveying, assuring and confirming the said tract or piece of land above described, hereditaments and premises, hereby granted and released (or mentioned or intended so to be), with the appurtenances, unto the said Abraham Horn, his heirs and assigns, forever as by his or their counsel assured in the law shall be reasonably advised, devised or required. In Witness whereof the said parties to these presents have hereunto interchangeably set their hands and seals, the said John Gebhard Cunow subscribing the name and setting the seal of his constituent, and his and his own name and seal the day and year first above written. Christian Lewis Benzien SEAL , by his attorney John Gebhard Cunow SEAL . Sealed and delivered in the presence of John Fr Stadiger, Francis C. Hampman – Received on the day of the date of the above Indenture of and from the above named Abraham Horn the sum of two thousand five hundred dollars in full for the consideration money above mentioned, John G. Cunow. Witness present at signing, Francis C. Hampman --

Sussex County. Be it remembered that on the eighteenth day of February in the year of our Lord one thousand eight hundred and eight before me the subscriber, one of the Judges of the Superior Court of Common Pleas in said county, personally came the above named John Gebhard Cunow, and acknowledged the above Indenture to be as well the act and deed of his above named constituent as his own act and deed and desired the same may be recorded as such according to law - Witness my hand and seal the day and year aforesaid. Barnabus Swayze SEAL

Recorded the 2<sup>nd</sup> day of June 1808 Johnson Clk.

## INDENTURE –ABRAHAM HORN TO JOHN HORN

**This Indenture**, made the tenth day of December in the year of our Lord one thousand eight hundred and eight, between Abraham Horn of the borough of Easton in the county of Northampton and commonwealth of Pennsylvania, Esquire, and Susanna his wife, of the one part, and John Horn of Knowlton Township in the county of Sussex and state of New Jersey, house carpenter, of the other part. Witnesseth that the said Abraham Horn, and Susanna his wife, for and in consideration of the sum of fifteen hundred dollars lawful money of the United States of America, to them in hand well and truly paid by the said John Horn at and before the sealing and delivery hereof, the receipt whereof they do hereby acknowledge and thereof acquit and forever discharge the said John Horn, his hers, executors and administrators, by these presents have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release and confirm unto the said John Horn and to his heirs and assigns a certain piece or parcel of land situate in Oxford Township in the county of Sussex aforesaid, bounded as follows, to wit: Beginning at a stone, thence partly by Trout Alley and partly by land of John Lawrence North seventy nine degrees East twenty four perches and four tenths to a stone, thence by the said John Lawrence land the three courses and distances next following, to wit: South thirty nine degrees East nine perches and two tenths to a stone, South ten degrees East thirty six perches and eight tenths to a stone, and South seventy five degrees and three quarters West fifteen perches ,crossing a ..... to a stone, thence by land of George Hays North five degrees East six perches and nine tenths to a stone, North seventeen degrees and a half East eight perches and six tenths to a stone, and North twenty seven degrees and a half West four perches and four tenths to a stone, South eighty six degrees West eleven perches and seven tenths to a stone, and thence partly by land of Nicholas Kremer, and partly by land of John Shank North eleven degrees and a half West twenty four perches and eight tenths to the place of beginning, containing six acres strict measure by the same more or less. Being part and parcel of a certain tract of one hundred and thirty six acres and seventy eight perches strict measure which Christian Lewis Benzien of Salem in the county of Stokes and state of North Carolina, clerk, by his attorney John Gebhard Cunow of Bethlehem in the said county of Northampton, Esquire, did, by his Indenture bearing date the sixteenth day of February last past, grant and confirm unto the said Abraham Horn, his heirs and assigns, in fee, as in and by the said Indenture, recorded in the clerks office of the said county of Sussex the second of June last, in book S of deeds, folio 8, the relation thereunto being had may more fully and at large appear.

Together with all and singular the buildings, improvements, ways, water, water courses, rights, liberties, hereditaments and appurtenances whatsoever therein belonging or in any wise appertaining, and the reversions and remainders, rents, issues and profits therefore, and also all the estate right, title, interest, property claim and demand whatsoever of them, the said Abraham Horn and Susanna his wife , in law, equity, or otherwise however of, in, to, or out of all and singular the premises and every part thereof, To Have and To Hold the said described tract or parcel of land, hereditaments and premises hereby granted with the appurtenances unto the said John Horn, his heirs and assigns, to and for the only proper use and behoof of him, the said John Horn, his heirs and assigns forever, and the said Abraham Horn for himself, his heirs, executors and administrators, doth



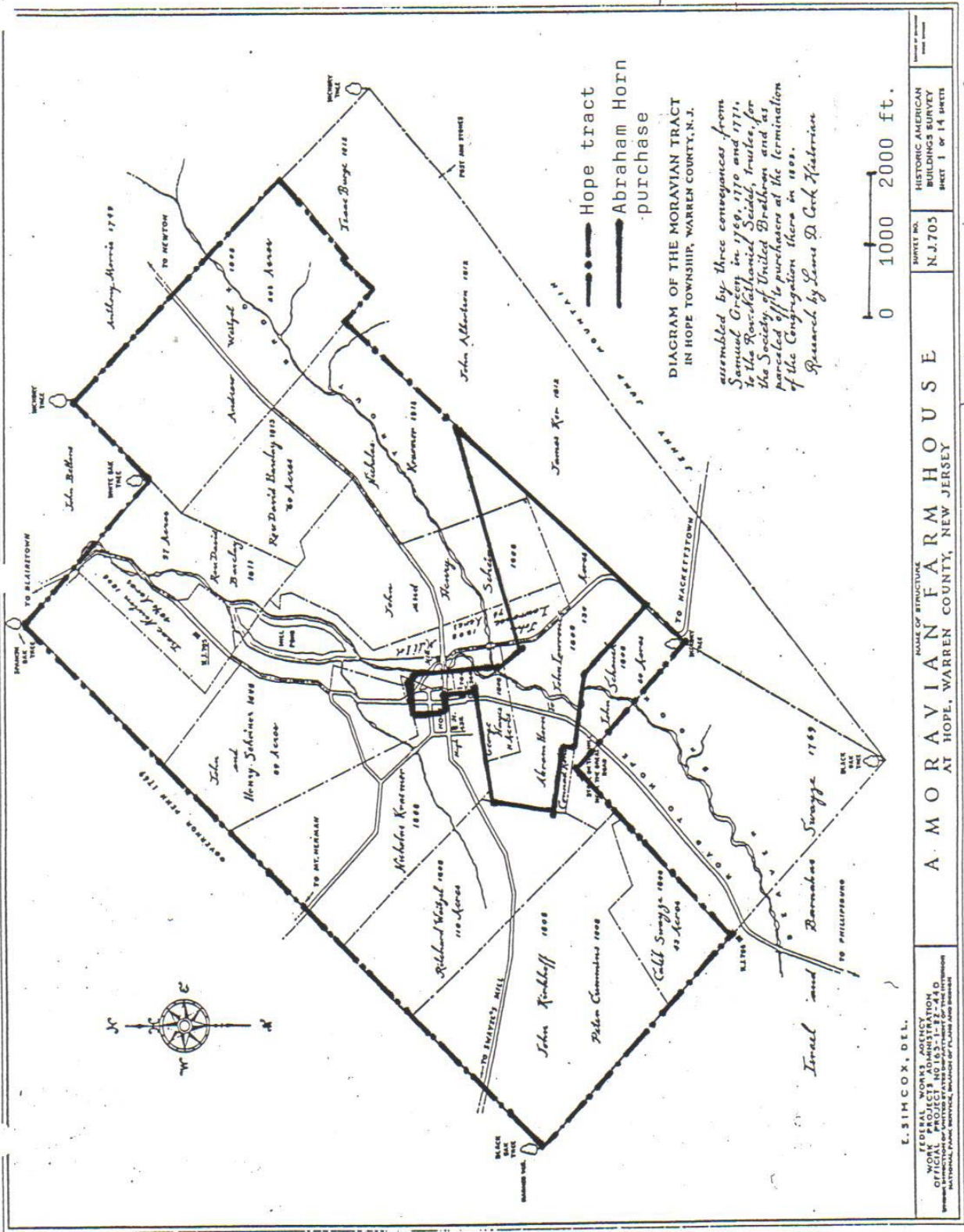


DIAGRAM OF THE MORAVIAN TRACT  
IN HOPE TOWNSHIP, WARREN COUNTY, N. J.

Assembled by three conveyances from Samuel Greay in 1769, 1770 and 1771, to the Rev. Nathaniel Seidel, trustee, for the Society of United Brethren and as parcelled off to purchasers at the termination of the Congregation there in 1802.  
Research by Lewis D. Cook Historian

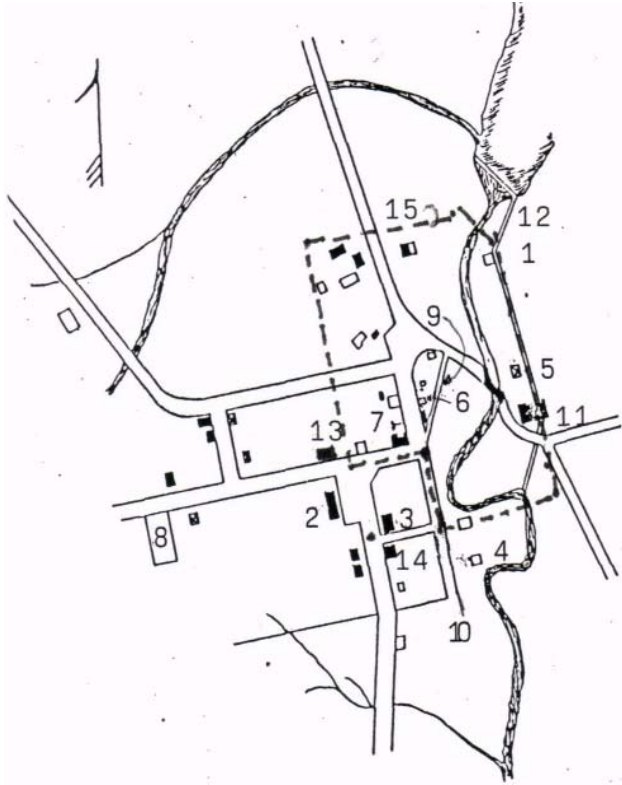
0 1000 2000 ft.

FEDERAL WORKS AGENCY WORK PROJECTS ADMINISTRATION OFFICE OF SURVEY AND MAPPING NATIONAL PLANNING SERVICE, DIVISION OF PLANNING AND RESEARCH	NAME OF STRUCTURE <b>A MORAVIAN FARM HOUSE</b> AT HOPE, WARREN COUNTY, NEW JERSEY	SHEET NO. <b>N. 1705</b> HISTORIC AMERICAN BUILDINGS SURVEY SHEET 1 OF 14 SHEETS
	E. SIMCOX, DEL.	

From Davis Crisman N.J. 705

21-HOP-105

MORAVIAN COMMUNITY AT HOPE



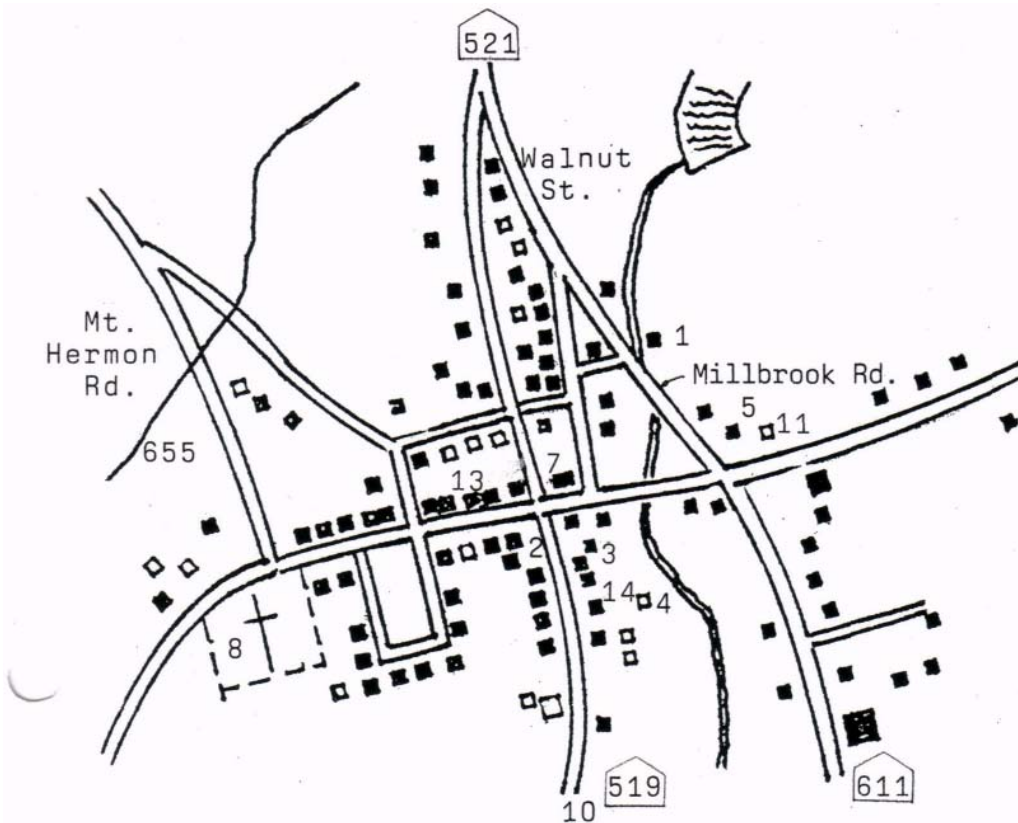
Solid rectangles indicate buildings still extant.

Empty rectangles indicate buildings which have disappeared but whose locations are known.

Criss-crossed rectangles indicate buildings which are extant but not proven to be Moravian.

- 1. sawmill
- 2. Cemeinhaus
- 3. girls' school
- 4. pottery
- 5. wheelwright shop
- 6. smokehouse
- 7. store
- 8. cemetery
- 9. Locust Street
- 10. Iron Alley
- 11. Grist Mill
- 12. distillery
- 13. saddlery
- 14. nailsmith
- 15. area sold to John Horn by Abraham Horn in 1808

SCALE - one inch = 550 feet



PRESENT DAY HOPE

NORTHAMPTON COUNTY COURTHOUSE, EASTON, PA.

BOOK F, VOL. 2, PAGE 357 – Abraham Horn and Melchior Hay purchased land in Williams Township, Northampton County, from Peter and Barbara Hay on Jan. 17, 1795. Recorded Apr. 2, 1795.

SAME BOOK AS ABOVE – Release from Peter Hay to Abraham Horn of Williams Township and Jacob Shouse of Easton to permit ferry landing on south bank of Lehigh River opposite Easton on Dec. 27, 1794. Recorded May 4, 1795.

SAME BOOK, PAGES 375-6 – John and Magdalena Horn (son of John Peter) sold property on the east side of Margaret St. in Northampton Town to William Walb for 30 pounds on Sept. 7, 1795. Recorded Aug. 11, 1800.

LEHIGH COUNTY HALL OF RECORDS, ALLENTOWN, PA.

BOOK 2, PAGE 120 – John Horn (Abraham's son) bought property in Salisbury Township from estate of Philip Gross on Nov. 28, 1815.

BOOK 6, PAGE 473 – Abraham Horn bought six acres, 47 perches of land in South Whitehall Township from Jacob Saeger for \$188.01.

BOOK 6, PAGE 22 – By order of the court, Jacob Stettler, Administrator, sold lot 405 and part of lot 406 on the west side of Allen Street, including a log house, in Northampton Town, for \$300. This property belonged to John Horn, who died intestate. He was the brother of Abraham and son of John Peter,. The deed was dated July 3, 1826

CARBON COUNTY HALL OF RECORDS, JIM THORPE, PA.

BOOK 1, PAGE 156 – Abraham and Anna Maria Horn sold lot 230, southwest corner of Lehigh St. and Chestnut Alley, Lehighon, to their son-in-law Nathan Laudenschlaeger for \$40. Recorded Nov. 11, 1844

BOOK 6, PAGE 359 – Nathan Laudenschlaeger and Rebecca, his wife, sold lot 230 to Anna Maria Horn for \$40. Recorded Apr. 15, 1854.

BOOK 21, PAGE 692 – Anna Maria Horn sold southerly half of lot 230 to her son-in-law Daniel Wieand for \$300. Recorded Nov. 11, 1874.

BOOK 27, PAGE 623 – William Rapsher, appointed administrator of the estate of Anna Maria Horn by the Orphan's Court, sold northerly half of lot 230 to Ezra Newhart for \$420, to settle her debts, amounting to \$430.50, therefrom. Recorded Dec. 4, 1882

BOOK 44, PAGE 114 – Abraham W. Horn sold northerly half of lot 230 to Clement H. Bretney for \$1850. [unable to determine how or when Abraham W. became owner of this property after its sale to Ezra Newhart]. Recorded Oct. 16, 1897

BOOK 51, PAGE 516 – Abraham W. Horn and Jerusha Ann, his wife, sold lot 707, located 40' on the east side of 8<sup>th</sup> St. and 189' 9" deep to Queen Alley, Lehighon, which had been purchased from Lehigh Land Co., to James M. Mansfield for \$1250. Recorded May 15, 1902. This was their home at 105 8<sup>th</sup> St., and is the home referred to in Abraham W.'s letter to his son David in 1902.

#### SUSSEX COUNTY HALL OF RECORDS, NEWTON, NJ

BOOK 22, PAGES 135-7 – Nicholas Horn and Catherine his wife sold property in Greenwich Township, then Sussex County, NJ, to Peter Howell for one thousand and fourteen pounds, on April 1, 1800. Recorded March 16, 1824

BOOK W, PAGES 447-449 – William Ming and others sold property in Oxford Township, then Sussex County, NJ, to Abraham Horn on May 1, 1810, for \$8000. Recorded Feb. 8, 1811. This property was then subdivided and sold off, as follows:

BOOK W, PAGES 550-1 – One hundred ninety two acres to George Albright for \$1536 on July 18, 1811. Recorded Aug. 28, 1811.

BOOK X, PAGES 3431-2 – Two hundred seventy seven acres to George Acker for \$5555 on July 18, 1811. Recorded Nov. 4, 1811

BOOK X, PAGES 373-4 – Eighty eight acres to James Kinney for \$500 on July 18, 1811. Recorded Dec. 24, 1811.

BOOK X, PAGES 480-2 – One hundred ninety five acres to Thomas Fleming for \$1000 on July 18, 1811.

BOOK Z, PAGES 23-4 – Thirteen acres to John Van Sickle for \$78 on July 18, 1811.

BOOK A2, PAGES 222-4 – One hundred acres to John Johnson for \$600 on July 18, 1811.

BOOK B2, PAGES 493-5 – A parcel to Thomas Fleming for \$202 on Sept. 3, 1812

BOOK A, PAGES 170-1 – Nicholas Horn and Catherine his wife sold four acres of property in Greenwich Township, then Sussex County, NJ, to Jacob Allhouse for 53

pounds on Nov. 7, 1791. Sussex County Hall of Records does not have this book. Their book A is entirely different. Warren County does not have this book either.

## **APPLICATION FOR PENSION – ABRAHAM HORN SR.**

In 1818, the Congress of the United States voted to award pensions to veterans of the Revolutionary War who were in need of financial support. Abraham applied for such a pension, claiming that he was old and infirm, without family or property, and had no significant income other than the pension. The application was approved in 1818; however, in 1820 Abraham wrote a letter to John C. Calhoun, then Secretary of War, claiming that he was unable to collect any pension because he had not received his certificate of entitlement.

The letter invokes a great deal of sympathy. The facts, however, raise several questions about his situation. In 1820, Abraham's wife Susanna, his brother Nicholas, his sister Barbara, and seven children, not to mention grandchildren and other relatives, were still living. Abraham had bought and sold numerous properties in his lifetime for thousands of dollars. To imagine him destitute and without family, as he claimed, is not credible. On the other hand, for Abraham to pursue such a modest pension, even for that time, would indicate a desperate situation.

John Cooper was a judge of the Court of Common Pleas for Northampton County from 1799, when he succeeded Robert Traill, to 1839, when he was succeeded by Samuel Yohe.

The available documentation concerning this pension follows.

NUMBER

8397

SERVICE

Tom, Abraham

mm.

CONTENTS

Edward J.  
Penna.

39718  
INVALID.

Feb. 4/98. To  
Horn. Reading

Rev

July 14/98

E. Lawrence

Ohio Pa

1101 1/2 St. N. Wash. D.C.

James B. Hunt letter

no. 540816 Thomas

Rec. 13. Hist. Co.

John P. W. Matthews

Rec. 27. Hist. Co.

Thomas K. Jones et al

No. 39718

Stephen B. Brown

Very Old Grad

Act: 18<sup>th</sup> March 18<sup>th</sup>

Index - Vol. 29 Page 281

[Arrangement of 1870.]

Rec. 18. Sep. 1898.  
Mr. E. J. ...  
RECEIVED  
16  
SEP

June

J. C. Calhoun Esq  
Secretary at War  
City of Washington

Pennsylvania  
Northampton County....

I, Abraham Horn, now a resident of the borough of Easton in the county of Northampton and Commonwealth of Pennsylvania, upon my solemn oath declare that I was a sergeant in the War of the Revolution from December one thousand seven hundred and seventy five until in the spring of the year one thousand seven hundred and seventy seven, ... enlisted [sic] under then Captain Thomas Craig, Second Regiment of the Pennsylvania Line, and in that company and under that Captain marched to Canada. Said Regiment was then commanded by Colonel William Allen 4<sup>th</sup> June one thousand seven hundred and seventy six by Colonel St. Clair at the Three Rivers, and in the fall of the said last mentioned year by Colonel Thomas Craig, in what was then called the [.....]Service; that I was discharged sometime in the spring of the year one thousand seven hundred and seventy seven at Philadelphia, after which [...] near the frontier of this country, I entered the Militia service, first as a subaltern officer, then as a captain, in which capacity I remained during the whole Revolutionary War, in the said frontier against the Indians when ordered against them; that by reason of my reduced circumstances in life I need assistance from my country for support.

Abraham Horn

Sworn & subscribed this  
thirtieth day of March  
1818 before me

John Cooper, Judge, CCP, Northampton County

Pennsylvania  
Northampton County

Before me, John Cooper, one of the Judges of the Court of Common Pleas of the County of Northampton in the Commonwealth of Pennsylvania appeared Frederick Barthold and Nicholas Troxell, and being duly sworn according to law, on their oath [did] depose and say that they are well acquainted with Abraham Horn, by whom the foregoing declaration is made, and with his circumstances as stated by him, and verily believe this declaration to be correct & true.

Fred. Barthold  
Nicholaus Troxell

Sworn & subscribed this  
thirty first day of March  
Anno Domini 1818  
Before me.

John Cooper

I, John Cooper, one of the Judges of the Court of Common Pleas of the county of Northampton and Commonwealth of Pennsylvania, do certify to the Secretary of War of the United States that it appears to my satisfaction that the above named Abraham Horn served in the Revolutionary War against the common enemy, and that the above Declaration of the said Abraham Horn and Deposition of Fred. Barthold & Nicholas Troxell is the testimony in this case, and the [.....] there are described to me. From which I am of opinion that the applicant for a pension, said Abraham Horn, comes within the provisions of an Act of Congress entitled “An Act to Provide for certain Persons Engaged in the Land and Naval Services of the United States in the Revolutionary War”. Witness my hand and seal this thirty first day of March in the year of our Lord one thousand eight hundred and eighteen/

John Cooper

Eastern District of Pennsylvania

On the twenty first day of August A.D. 1820 personally appeared in Open Court, viz: the District Court of the United States for the Eastern District of Pennsylvania, being a Court of Record, having a “Seal” prothonotary and Common Law Jurisdiction, Abraham Horn, aged sixty years, resident in the city of Philadelphia in said Pennsylvania, , who being first duly sworn according to law, doth on his oath, declare that he served in the Revolutionary War as follows, viz: that he belonged to the 2<sup>nd</sup> Regiment of Pennsylvania, of the Pennsylvania Line in the northern service – in Captain Thomas Craig’s company, that his certificate is numbered 3475; and I, Abraham Horn, do solemnly swear that I was a resident citizen of the United States [.....] March 1818, and that I have not since that time [.....] in any manner whatsoever disposed of any property nor part thereof with [.....] the provisions of an Act of Congress entitled “ An Act to Provide for Certain Persons Engaged in the Land and Naval Services of the United States in the Revolutionary War”, passed on the 18<sup>th</sup> day of March 1818, and that I have not, nor has any person in trust for me, any property of securities, contracts or debts to me, nor have I any income other than what is contained in the schedule [.....] conveyed and by me subscribed.

Abraham Horn

Sworn to and declared on the  
21<sup>st</sup> day of August A.D. 1820 in open court

D. Caldwell, Clk., Dist. Ct.

And I do declare that I have no property, either real, personal or mixed, of any description whatsoever except a few necessary articles of wearing apparel – that I [.....] and have no family – that from age and infirmity I am unable to do but very little labor and depend almost entirely upon my pension for support.

Abraham Horn

Sworn to.....

D, Caldwell, Clk., Dist. Ct.

I, D. Caldwell, Clerk of the District Court of the United States in and for the Eastern District of Pennsylvania, do hereby certify that the foregoing oath is truly copied from the records of the said Court; and I do further certify that it is the opinion of the said Court that the applicant has no property whereof to form a schedule.

In testimony whereof I have hereunto set my hand, and affixed the seal of the said Court on the twenty second day of August A.D. 1820, and in the forty fifth year of the independence of the said United States,

D. Caldwell, Clk., Dist. Ct.

## Pennsylvania

Abraham Horn  
 Capt. Craig  
 Sergeant  
 Pennsylvania Line .....

In the army of the United States during the Revolutionary War

Inscribed in the Roll of Pennsylvania  
 at the rate of 8 Dollars per month to commence on  
 the 30<sup>th</sup> of March 1818.

Certificate of Pension issued the 8<sup>th</sup> day of Oct. 1818  
 and sent to John Cooper, Esq.  
 Easton

Arrears to 4 <sup>th</sup> of Sept. 1818, 5 mo., 1/3.....	41.58
Semi-an'l. all'ce ending ....March 1819	<u>48.--</u>
	\$89.58

Revolutionary claim  
 Act of 18<sup>th</sup> March 1818

Note for .....application  
 ..... at Philadel  
 phia, Pa. ....on  
 the 20 Sept. 1820

Petition of Abraham  
Horn to Judge Cooper

Presented  
March 30<sup>th</sup>, 1818

Philadelphia 13<sup>th</sup> Sept. 1820

Sir:

I wish you would have the goodness to send me my Certificate in the necessary papers that I may claim my pension due me as a Revolutionary War soldier.

I wish you knew my situation. I think you would not hesitate one moment in sending it to me. I therefore want you to think of me.

Please send it to the SW corner of 4<sup>th</sup> & South St.

To J.C. Calhoun, Esq.

Yours very respectfully,

Abraham Horn

DEED

Walter C. Livingston

And

Ann P Greenleaf

To

Abraham Horn

**This Indenture**, made the thirty first day of August in the year of our Lord one thousand eight hundred and thirty one, **between** Walter C. Livingston of the borough of Northampton in the county of Lehigh and state of Pennsylvania, and Mary L his wife, Ann P. Greenleaf, the wife of James Greenleaf of the same borough of Northampton, of the first place, and Abraham Horn of the said

borough of Northampton, of the second part. **Whereas** the said Ann P. Greenleaf, before her marriage with her said husband, did by the name of Ann P. Allen, by deed dated the fourth day of April in the year 1800, to which the said James Greenleaf was a party, convey unto William Tilghman of the city of Philadelphia and to John Lawrence of the state of New York and to the survivors of them and to the heirs, executors and administrators of said survivors, all her estate, real and personal, interest amongst other things, that they should convey all or any part of the same to such person or persons, and for such estate or estates as she should, in writing under her hand. direct, as by the said deed recorded at Easton in the Office for Recording of Deeds in and for the county of Northampton in Book E, Vol. 2, page 650 appears. **And Whereas** the said John Lawrence died, leaving the said William Tilghman sole trustee, and the said William Tilghman some time since died without making any disposition of said trust either by deed or will. **And Whereas**, by an act of Assembly of this Commonwealth passed the 12<sup>th</sup> day of April 1828 it is ..... “that all and singular the lands, tenements, trusts, estates, goods, chattels, money and effects which any time were or might have been trusted in William Tilghman of the city of Philadelphia and John Lawrence of the state of New York or the survivors of them or their heirs, executors or administrators of said survivors under and by virtue of a certain deed or Indenture dated the 4th day of April 1800, executed by Ann P. Allen, at that time of the city of Philadelphia, spinster, of the first part, the said James Greenleaf, at that time of the city of Washington, of the second part, and the said William Tilghman and John Lawrence as grantees and trustees of the third part, shall be and become and hereby are vested in Walter C. Livingston of the borough of Northampton in the county of Lehigh, and his heirs, executors, administrators and assigns, as fully and effectually to all interests and purposes with the same powers and authorities under and subject to the same trusts and conditions in all respects, and if the said Walter C. Livingston, his heirs, executors, administrators or assigns had been the original grantee in the aforesaid Indenture or Deed, **Now This Indenture Witnesseth** that the said Walter C. Livingston and Mary L his wife, and the said Walter C. Livingston, at the special instance and request of the said Ann P. Greenleaf, testified by her becoming a party hereto, for and in consideration of the sum of one hundred dollars lawful money of the United States, to them in hand, the said Walter C. Livingston and Ann P. Greenleaf, paid by the said Abraham Horn, at and before the sealing and delivery, the receipt whereof is hereby acknowledged, and the said Abraham Horn, his heirs, executors and administrators thereof acquitted and forever discharged by these presents, have granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents **do** grant, bargain, sell, alien, enfeoff, release and confirm unto the said Abraham Horn, and to his heirs and assigns, all that certain lot or piece of ground situate on the West side of Allen Street in the said borough of Northampton, bounded on the

East by said Allen Street, on the West by a public alley, on the North by Lot No. 433, and on the South by Lot No. 431, containing on said Allen Street sixty feet, and in depth two hundred and twenty feet, and being numbered in the plot or plan of said town four hundred and thirty two.....A part of the lands and real estate which, by a certain deed or partition bearing date the 17<sup>th</sup> day of May 1798, recorded in the Office for Recording of Deeds in and for said county of Northampton in Book E, Vol. 2, page 374.....Ann P. Greenleaf.....

[Ed. Note; this is the same property that Abraham and Anna Maria deeded over to Samuel Horn in the indenture following.

Anna P Greenleaf was born Anna P Allen, the daughter of Judge William Allen, for whom Northampton Town was renamed Allentown.]

\*\*\*\*\*

Note: See photograph below of Lot 432 taken in 2004. The four-story building on the left sits on that lot.



DEED OF ASSIGNMENT  
ABRAHAM HORN  
TO  
SAMUEL HORN

**This Indenture**, made the twenty-eighth day of July in the year of our Lord one thousand eight hundred and thirty four, between Abraham Horn of the borough of Northampton in the county of Lehigh and state of Pennsylvania, yeoman, and Anna Maria his wife, of the one part, and Samuel Horn, potter, of the same place, of the other part – **Whereas** the said Abraham Horn, owing to sundry lapses and misfortunes, is unable to discharge his just debts, and is willing to assign all his property for the benefit of all his creditors, **Now This Indenture Witnesseth** that the said Abraham Horn, and Anna Maria his wife, as well in consideration of the premises and for the purpose of making a just distribution of his estate and effects among his creditors, for the sum of one dollar, to him in hand paid by the said Samuel Horn, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto the said Samuel Horn, his heirs and assigns, all that certain lot or piece of ground situate on the east side of Allen Street in the borough of Northampton, bounded on the west by a public alley, on the north by lot no. 433, and on the south by lot no. 431, containing in front on said Allen Street sixty feet, and in depth two hundred and thirty feet, being numbered in the plot or plan of said town no. 432, together with all singular other the houses, outhouses, buildings, barns, stables, ways, woods, watercourses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the revisions and remainders, rents, issues and profit thereof, and also all the goods, chattels and effects and property of every kind, real and personal and mixed, **To Have And To Hold**, receive, and take the same, to the said Samuel Horn, his heirs and assigns forever, **In Trust** however, and to the intent and purpose that the said Samuel Horn shall and do, as soon as convenient, sell and dispose of all the lands, tenements, goods and chattels of them, the said Abraham Horn, and Anna Maria his wife, and collect and recover all the outstanding claims and debts to him due, and with the monies arising therefrom, after deducting reasonable costs and charges, shall and will pay and discharge all the just debts of him, the said Abraham Horn, equally and ratiably without distinction or preference, and the surplus, if any remains after fulfilling all the trust aforesaid, pay over and return to the said Abraham Horn and Anna Maria his wife, their heirs, executors, administrators or assigns in a reasonable time thereafter. **In Testimony Whereof**, the said Abraham Horn and Anna Maria his wife have hereunto set their hands and seals the day and year above written. Abraham Horn L.S. , Anna (her X mark) Maria L.S. . Sealed and delivered in the presence of us. The interlineation of Anna Maria his wife, made before signing, Samuel A. Bridges, Nich. Saeger. Received on the day of the date of the above written Indenture of and from the above named Samuel Horn, the sum of one dollar, lawful money of the United States, it being the consideration money above mentioned in full. Abraham Horn. Witnesses present at signing – Samuel Bridges and Nich. Saeger. Lehigh County SS. Be it known that on the 28<sup>th</sup> day of July AD 1834, before me, Nicholas Saeger, Esquire, one of the Justices of the Peace in and for said county, came the above named Abraham Horn and Anna Maria his wife, and acknowledged the above written Indenture to be their act and deed and desired that the same be recorded as such

according to law. The said Anna Maria, being of full age and by me duly examined separate and apart from her said husband, and the contents thereof being first made known to her, declared that she did voluntarily and of her own free will and accord seal and as her act and deed deliver the said Indenture without any coercion or compulsion of her said husband. **In Testimony Whereof** I have hereunto set my hand and seal the day and year above written.

Nich. Saeger      L.S.

Recorded 28 July 1834 John Wilson, Recorder

Entered July 28<sup>th</sup> 1834

### **HORN FAMILY HEIRLOOM BOOK**

The following pages are copied from a book purchased by Abraham Horn, David Abraham Horn's grandfather, in 1840. The book is currently held by David's grandson, Arthur M. Horn Jr.

John Cooper is possibly the same person whose name appears as Judge for the Court of Common Pleas on Abraham Horn Sr.'s application for pension..

Abraham W. Horn is of course Abraham Horn's son.

There are other writings on the flyleaf, but they are too faint to decipher.

John L Cooper  
Abraham W.  
John L Cooper  
John

Bought by  
Abraham Horn  
in 1840

A. W. Horn  
Lenthighton



INCIDENTS  
OF  
**BORDER LIFE,**  
ILLUSTRATIVE OF THE  
TIMES AND CONDITION  
OF THE  
FIRST SETTLEMENTS  
IN PARTS OF THE  
**MIDDLE AND WESTERN STATES,**

INCLUDING  
NARRATIVES OF STRANGE AND THRILLING ADVENTURE—  
ACCOUNTS OF BATTLES—SKIRMISHES AND PERSONAL  
ENCOUNTERS WITH THE INDIANS—DESCRIPTIONS  
OF THEIR MANNERS, CUSTOMS, MODES OF  
WARFARE, TREATMENT OF PRISONERS,  
&c. &c. &c.

THE HISTORY OF SEVERAL REMARKABLE  
CAPTIVITIES AND ESCAPES.

TO WHICH ARE ADDED

BRIEF HISTORICAL SKETCHES

OF THE

WAR IN THE NORTH-WEST.

ILLUSTRATING THE EXPEDITIONS UNDER

GENS. HARMAR, ST. CLAIR AND WAYNE.

WITH AN

APPENDIX AND A REVIEW.

A—616  
of years  
as they pass  
press hill, so pass the tales of old—it is the voice  
me with all their death—I seize the tales  
USARIA.

COLLECTED FROM AUTHENTIC SOURCES.

PHILADELPHIA,

PRINTED AND PUBLISHED BY J. FRITSZ.

1839.

This book is a family heir-loom and is to be handed down to the eldest son in each generation. Where no such succession exists it shall proceed in like manner through the next oldest son's lineage. The intention is that the oldest son surnamed HORN in each generation shall hold it in trust for the next.

The book was repaired, re-bound, missing or badly torn pages replaced with photostatic copies obtained from the Library of Congress. This restoration was appropriately completed on Flag Day, June 14th, 1958 by the eldest son of that generation, Arthur Matthew Horn, Senior.

## COAT OF ARMS – HORN AND ROSS FAMILIES



“Blue, a silver goat issuing, accompanied by three gold stars, one in top to the right, one on the side to the left and one in base.”

Above the shield and crest –  
“The goat issuing.”

(Per Reitstat Memorial General)

“Gules, three roses slipped proper in fess, with as many lions rampant, argent.”

(Per General Armory of Great Britain”



**ROSS**