

course is southeast; here it makes a great bend, and flows with a deep, sluggish current northeastward to the *Aal Plaats*, the eastern boundary of the town. The tributaries of the Mohawk within the town are small and unimportant streams; those at the west end, flowing from the slates, are nearly or quite dry in summer, while those at the opposite end, fed from the sand, are constant spring brooks. But of these streams, few are of sufficient size and constancy now to serve as motive power.

With the exception of a little limestone in the extreme western limits of the town, all the rocks found in place belong to Hudson shales, and consist of alternate layers of blue slate and sandstone, some of which are used for building purposes.

In the west half this geological formation is most abundant, and the soil there is a clayey loam, underlaid with clay or hard pan. The immediate valley of the river, where it breaks through the range of hills, is narrow and composed chiefly of drift of at least two elevations. The highest, called the "stone flats," raised twenty to thirty feet above the water, consists of coarse gravel and bowlders, and is chiefly found on the north side of the river. The opposite bank is a lower plain of sand and gravel.

The eastern half of the town has no hills worthy of the name; its general level is perhaps 100 feet above the Mohawk, and the prevailing soil is a fine sand, underlaid with clay, except in the extreme eastern limits, where the clay loam again prevails.

Besides this there is found in the bends and eddies of the river, and upon the low islands, an alluvial deposit which is enriched by the annual floods. This constitutes the widely known "Mohawk Flats," which, though cultivated by the white man for more than 200 years, have lost little of their unsurpassed fertility.

In the early period of the settlement no other land was tilled, hence they were called the *land*, arable land, or *bouwlandt*, all else being denominated woodland, and little valued. In addition to their fertility, these flats presented another advantage to the first settler; they were mainly free from wood and ready for the plough and seed. For ages they had been the native's corn land, whilst the adjacent forests and river furnished him with flesh and fish.

The great sand belt which passes across the town from south to north was once covered with a heavy growth of pine, while the high lands lying north and west of it produced the usual varieties of hard woods. Nothing could have been more

charming to the eye of the first white man traveling up the Mohawk to Ticonderoga (Fort Hunter) than the flats skirting the river banks, clothed in bright green of the Indian corn and other summer crops of the red man. In 1642 the kind hearted Arent Van Curler visited the Indian castles on an errand of mercy, to rescue some captive Frenchmen from the hands of the cruel Mohawks. On his return he wrote to the Patroon (Kilian Van Rensselaer) in Amsterdam, that a "half day's journey from the *Colonie*, on the Mohawk river, there lies the most beautiful land that the eye of man ever beheld." Who that has stood upon *Niskayunaberg* or *Schuylenberg* and looked west and north over the *bouwlandt* and the adjacent islands can wonder at the rapture of the enthusiastic Dutchman, or can fail to discern in his admiration the budding of that idea which twenty years after blossomed into the settlement of which he was the leader.

The site of the village of Schenectady was admirably chosen. No other spot in the neighborhood of the bouwland offered such facilities for a village. From the eastern end of the "Great Flat" there makes out from the sandy bluff which surrounds it a low, narrow spit, having upon the east, north and west sides the Mohawk River and Sand Kil. The extreme point, only about 1,200 feet wide, was chosen for the site of the future city, a warm, dry spot, easily fortified against an enemy, and sufficiently elevated to be safe from the annual overflow of the Mohawk River. This little flat contains but 175 acres, and it was the site of an earlier Indian village, which tradition says was a former seat or capital of the Mohawks.

FIRST SETTLEMENT OF SCHENECTADY.

If we may believe tradition, Schenectady had already been occupied by the white man many years when Van Curler first visited it in 1642; in fact, it has been claimed to be little, if any, junior to Albany.

That a few fur traders and *bosloopers* early roved among the Mohawks, married and raised families of half-breeds, cannot be denied; indeed, there are respectable families in the valley to this day, whose pedigree may be traced back to these marriages. But that the white man made any permanent settlement on the Mohawk west of Albany, before 1662, there is no good reason for believing, and in view of the opposition of Albany and the Colonie, improbable.

June 18, 1661, Arent Van Curler, the leader of the first settlement, made formal application to

Gov. Stuyvesant for permission to settle upon the "Great Flat" lying west of Schenectady.

The reply was as follows :

JUNE 23, 1661.

"The letter of Arent Van Curler being presented and read on the 18th June, containing in substance a request by him and a few other persons for the large plain situated to the back of Fort Orange, toward the interior, for the purpose of cultivation, and consent to purchase the same from the original proprietors and make a settlement there, etc., which, being maturely considered, the Director-General and Council resolved to consent to it; provided that the said lands, on being purchased from the native proprietors, be, as usual, transferred to the Director-General and Council aforesaid, as representatives of the Lords Directory of the Privileged West India Company; and that whatever the petitioners shall pay for the aforesaid lands to the original proprietors shall in due time be returned to them, or be discounted to them against the tenths."

Before the Governor's authority was received at Beverwyck a freshet laid the country for miles around under water. This was followed, a few days after (June 26), by an inundation much greater than the first, which forced the inhabitants to quit their dwellings and fly with their cattle for safety to the woods on the adjoining hills. Incalculable damage was caused by these irruptions. The wheat and other grain were all prostrated, and had to be cut mostly for fodder, affording scarcely seed sufficient for the next spring.

This visitation caused the postponement of the purchase of the "Great Flat" until the ensuing month, when the following deed was obtained from the Indian owners :

Compareerde voor mij Johannes La Montagne ten dienste van de Groet Westendische Compagnie door de G^r en Raden Van Nieu Ned^{erland} geadmitteert, Viers Direct^r en Commies op de fort^{**} Orangie en Dorp Beverwy, eenige Oversten van t'Maquaes Lant genaempt Cantuquo, Sanareetse, Aiadane Sodackdrasse eigenaers van een seeckere stuck Landts genaempt Op duyls de Groote Vlackten Liggende achter de fort Orangie tusschen de selve en het Maquaes Landt de welcke Verklaeren geedeert en getransporteert te hebben gelyck sij seedeer en transporteerent by deesen in reele en Actuelle possessie en sijgondom ten behoeve Van S^r Arent Van Corlaer Ret gemelde stuck Landts of groote Vlackten op Wildts genaemdt Schonowe (is) in syn begrip en circonferentie met syn geboomte en killen voor een seecker getal of Cargosoenen voor welck de transportant bekennen satisfactie van gehadt te hebben renonceerende voor nu en altyt op alle eygendor en pretensie die sij op het gemelde stuck Landts tot nutoe gehadt hebben, belooevende het te bevryden voor all pretensie die andere Wilden soude hebben konnen. Actum in

de fort^{**} Orangie den 27th July A, 1661, in presentie Van Marten Mouris en Willem Montagne daertee versocht.

dit ist merck



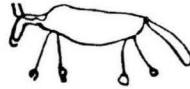
van CANTUQUO.

THE BEAR.

dit ist merck van
AIADANE.



dit ist
SONAREETSIE.



merck van

In Kennisse van mij

La Montagne

V. D^r en Commies

opt fort^{**} Orangie

M. MOU(RIS)

WILLIAM DE LA MONTAGNE.

(Translation.)

Appeared before me Johannes La Montagne, in the service of the Privileged West India Company, by the Director-General and Council of New Netherland admitted vice-director and clerk (*commies*) at Fort Orange and village of Beverwyck, certain sachems of the Mohawk's land named Cantuquo, Sonareetse, Aiadane, Sodachdrasse, owners of a certain piece of land named in Dutch the *Groote Vlachte*, and lying behind Fort Orange, between the same and the Mohawk's lands, who declare that they have granted, transferred, as by these presents they do grant and transfer, in real and actual possession and ownership to the behoof of Mr. Arent Van Corlaer, the said piece of land or Great Flat, by the Indians named Schonowe, in its compass of circumference, with its woods and kilns, for a certain number of cargoes, for which the grantors acknowledge they have had satisfaction; renouncing henceforth and forever all ownership and pretensions, which they to said pieces of land heretofore have had, and promising to free it from all pretensions which other Indians may have. Done in Fort Orange the 27th July, anno 1661, in presence of Martin Mouris and Willem Montagne, hereto invited.

This is the mark X of CANTUQUO.

This is the mark X of SONAREETSIE.

This is the mark X of AIADANE.

M. MOU(RIS)

WILLIAM DE LA MONTAGNE.

Acknowledged before me,

La Montagne V. D., and

Clerk at Fort Orange.

Much difficulty was encountered in gaining possession, and in the allotment of the land among the Van Curler's Company. After a delay of two years, Governor Stuyvesant came to an understanding with the settlers, and the several

HISTORY OF THE COUNTY OF SCHENECTADY.

lots and farms were surveyed and conveyed to them by patents.

The description given in this deed was quite indefinite, and restricted the inhabitants to a comparatively small area.

At this time, and even for many years later, nothing was called *land* except the islands and alluvial flats bordering upon the river. Within ten years after the settlement commenced, all the tillable land was taken up, and it became necessary to look for more farther west. Hence originated another negotiation with the Mohawks, and the following deeds extinguishing the Indian title to the lands along the river to the present westerly limits of the county:

On this 28th May, 1670, Kennighke and Auroensie, both sakers of the Maquase, acknowledge to have thankfully received the remainder of the sewant, tubs [of beer] and gunpowder, according to the tenor of the accompanying contract, and free the aforesaid buyers henceforth from all claims, and promise never more from this date to make any new action.

In witness of the truth of which we have subscribed this with our own hands by our accustomed marks, at Schanechted, on the date as above, in presence of Robbert Sanders and Jacques Cornelisse [Van Slyck], both called as interpreters hereto.

This mark
KENNIGHKE.



was set by

This mark
DOROWINGOEOSE.



was set by

This mark
AUROENSIE.



was set by

Robert Sanders.

These letters were A G E S set by
Jacques Cornelisse.

In my presence,

J. G. V. MARCKEN,
Schout.

On this 3d day of July, A° 1672, appeared before mee John Garretsen Van Marken, admitted publ: nota: by the worshipful court of Albany and the Inhabitants of Schanhechtade, together with a sartain Indian called Dohorywachqua and Crage, being the representative of y^e fourre Mohockx Castells, who declared and promised to hold firm and stable, and will cause to be held in full force and virtue all and whatsoever hee shall act or doe in y^e sale of y^e Lands Lying Neare The Towne of Schanhechtade, Within Three Dutch Myles in compasse on boath sides of y^e River Westwards, which endes at Hinguariones [Towareoune] Where the Last Battell Wass between The Mohoakx and the North Indians; Provided That Jaackes Corne-

lisse [Van Slyck] Shall have the first flatts or playne, — Except y^e Inhabitants of Schanhechtade will Restore unto said Jaaques Cornelisse Two Rundlets of Brandy and one hundred hand of Wampum, which being paid unto s^d Jaaques The said first Playne to Remaine to the Towne.

Whereupon Sander Leenders Gelen, being a former magistrate, and John Van Eps, and Sweer Teunisse [Van Velsen], being y^e present magistrates of y^e s^d Towne, did acknowledge and declare That They Weare Agreed with y^e s^d Indians upon y^e purchase of y^e Land for y^e Summe or quantity of six hundred hands of good Wheyte Wampum, Six koates of Duffels, thirty barres of Lead and nine bagges of Powder, Which They doe promis unto y^e s^d Indians in two Terms, viz.: The first as soon as The Sachems, or any person by Them authorized, shall Comme out of y^e Country and Produce full Power from Theyre Inhabitants according to Theyre usuall manner, and have thereupon delivered unto ye s^d Indian as a present for The old man in the Mohawk Country a Rundlet of brandy,—To the end all Misunderstanding and Complaints May be Washt of and Removed.

To The trew performance of The premises The s^d parties have hereunto Set their handes, and Wass Interpreted by Cornelis Viele in The Absence of Jaques Cornelisse,—In Schanhechtade, the date above written. (Signed)

With the Markes of followeth

The Marke  of DOHORIWACHQUA.

The Marke  of CRAGE.

SANDER LEENDERS GELEN,
JOHN VAN EPS,
SWEER TEUNISSE.

Attested by me,

J. G. V. MARKEN, Notar: publ:

(Copy) This day the 13th of July is pay^d unto the Indians above mentioned in parte of ye purchaze foure hundred hands of Wampum, 30 barres of Lead 3 bagges of pouder. More for a present, 3 ankers good beere, one koatt of duffells, together with the above mentioned Rundlet of Brandy.

(Copy Transl:) A° 1672 the 13th day of July, Did the underwritten Indians appeare before us and do declare that They did confirm all and whatsoever the Above written Indians by Name Tohorowaghque and Crage in the Annexed Instrument have acted, and doo by these presents promisse, with the Last payment to give all further assurances of the s^d Land, and That They and Theyre heires Shall desist from all further Claymes and pretences whatsoever.

In Witness whereof They have hereunto set Theyre handes, In Schanhechtade at the house of Gerritt Bancker and in the presence of Severall particular Indians The Day and Yeare Above written.

Signed with ye following marks.

The Marke  of CANACHQUO.

The Marke  of OCQUARRY.

The Marke  of TOHORIOWACHQUE.

Attested by mee,

(Signed) J. G. V. MARCKE, Nota. pub.
Compared and found to agree with the prinsip:
by mee.

LUDOVICUS COBES, secret.

By virtue of the foregoing conveyance from the Indian proprietors, application was then made to the Governor and Council for a patent, which reasonable petition was denied, the reasons for the refusal being that "leave from ye Governor to buy ye same" had not been first obtained, and that "full information of the premises" was not given.

To add to the difficulties of the case, the Mohawks were inclined to repudiate the sale of their lands, or at least demand a double compensation, as shown in the following minute of a council held by the Mohawks, before the Governor:

The Sachem spake for himself, That one Arent Van Corlaer bought all Schannectade and paid for it, but now there be some who have bought only Grasse, and pretend to the land aliso; they say aliso that they have bought the first flatt, but that is not so, for it belongs to Acques Cornelisse [Van Slyck], who is to have it, and none else, for he is of their [Mohawk] people, and it is his inheritance;—that there are writings made of a sale of land, but it was never sold, but only the grasse, tho' it may be some drunken fellows may have made some writing without their knowledge,—That they have only bought the Grasse and now are going to live upon it, but they ought to pay for the land as well as the Grasse, and that they had given some to that woman Hillah and another Leah, who have the property of it;—the others have only the Grasse;—That now he has declared this matter and desires notice may be taken of it; and says that shame shall never come upon him, or to be found in a lye.

Answer.

That it is the custom of the Government and amongst Christians when they sell the Grass to sell the land aliso; and if they be not paid for the land they shall be, and that the people of Schannectade say that they sent Acques to purchase the land in the name of their Town, and that Acques bought in his own name; and they sent aliso one Kemel to purchase it for the Towne, the Indyans told him that Acques had bought and paid some part of the payment, and they desired them to pay Acques the money back and the Towne should have it, which

the Towne did and Acques was satisfied; it is the custom of this place to do justice among ourselves and if Acques have a better title than they for it he shall have it.

Whatever may have been the arguments used on this occasion, whether in the shape of "ankers of good beere," or a "rundlet of brandy"—potent reasons ever with the Indian—opposition ceased from this time, and the Governor and Council were brought to grant the inhabitants the following much-needed patent for the ancient township, afterward City of Schenectady.

PATENT OF 1684.

Thomas Dongan, Lieutenant and Goverour and Vice-Admirall under his Royall Highnesse, James, Duke of Yorke, &c., of New Yorke and its Dependencies in America, &c.

To all to whom these presents shall come, Sendeth Greeting, Whereas Tohorywachqua and Crage, Representatives of the four Mohake Castles, have for themselves, and Canachquo, Ocquary, and Tohoriowachque, true and Lawfull Owners of the Land within menconed, have by their certaine Writeing, or Deed of Sale, dated the third day of July Anno Dni 1672, Given and Granted unto Sander Lend^r Glenn, John Van Epps, Sweere Teunesse, as being impowered by the Inhabitants of the Towne or Village of Schenectady and Places adjacent, a Certaine Tract or Parcell of Lands, beginning at the Maques River, by the Towne of Schenectade, and from thence Runnes Westerly on both sides up the River to a Certaine Place called by the Indians Canaquarioeny, being Reputed three Dutch Miles or twelve English Miles; and from the said Towne of Schenectade downe the River one Dutch or four English miles to a kill or creeke called the Ael Place, and from the said Maques River into the woods South Towards Albany to the Sandkill one Dutch Mile and as much on the other side of the River North, being one Dutch mile more, there being Excepted in the said Bounds all Corne and Sawmills, that now are or hereafter shall be erected Within the Bounds of the said Towne, that they be lyable to pay a perticular Quitt Rent for their Priviledges, besides what is herein sett forth, as shall hereafter be agreed for by the Inhabitants of the said Places, or owners of such Mills, with such Goverour, or Governors as shall be Appointed by his Royall Highness; and likewise that noe Timber or Wood be Cutt but within the Bounds aforesaid, the said Excepcon being agreed upon by Myselv as by a Certaine Writeing bearing date the 7th day of August last Past, doth more perticularly Appear:

Now know Yee that by virtu of the Comicon and Authority to me Given; by his Royall Highnesse James Duke of Yorke and Albany, Lord Proprietor of this Province, I have hereby Given, Granted, Ratifyed and Confirmed and by these Presents doe Give, Grant, Ratify and confirme, unto William Teller, Ryert Schermerhorn, Sweer Teunessen, Jan Van Epps and Myndert Wemp on the Behalfe

of the Inhabitants of the Towne of Schenectade and Places Adjacent aforesaid, Dependencyes thereon, there Associates, Heires, Successors and Assignes, all and Singular the before recited Tract and Tracts, Parcell and Parcells of Land, Meadow, Ground and Premises with their and every of their Appurtenancies, together with all and Singular the Houses, Buildings, Messuages, Tenements, Hereditaments, Dams, Rivers, Runnes, Streames, Ponds, Woods, Quarryes, Fishing, Hawking and Fowling, with all Priviledges, Libertyes, and Improvements whatsoever, to the said Lands and Premises belonging, or in any wise appertaining, or accepted, reputed, taken or known as Part, Parcell, or Member thereof, with their and every of their Appurtenances; Provided Alwayes that this shall not anyways make null, or void a former Grant or Pattent, bearing date the 30th of October last past made to Jacques Cornelisse of a Piece of Land lyeing within the Bounds heretofore mentioned of the Towne of Schenectade, (that is to say) the Land Lyeing and being betweene two Creekes, the one called the Stone Creeke to the Eastward, and the other the Platte Creeke to the westward thereof, the Low Land lyeing along the River side on the South of the Maques River, and then to the north of the Land belonging to the Inhabitants of Schenectade, the same Containing Forty Morgen or Eighty acres of Land, as alsoe Forty Morgen, or Eighty Acres of Woodland or upland more, on the West side of the Platte Creeke, adjoining to the arable Land along the River side, which was wholly exempt by the Indian Proprietors, in the sale of this Land, as belonging to Jacques Cornelisse—*To have and to hold* the aforesaid Tract and Tracts, Parcell and Parcells, of Land and Premises, with their and every of their Appurtenances, unto the said William Teller, Ryert Schermerhorne, Sweer Teunessen, Jan Van Eps and Myndart Wemp on the behalfe of the Inhabitants of the Towne of Schenectade and their Associates, their Heires, Successors and Assignes, unto the proper use and behoofe of the said William Teller, Ryert Schermerhorne, Sweer Teunessen, Jan Van Eps and Myndart Wemp, their Heires, Successors, and Assignes forever, to be holden of his Royall Highnesse, his Heires and Assignes in ffree and Comon Soccage, According to the tenure of East Greenwich, in the County of Kent, in his Ma^{ies} Kingdome of England, Yielding and Paying therefor, Yearly and every Yeare, as a Quitt rent, for his Royall Highnesse use, unto such officer or Officers as shall be appointed to receive the same att Albany forty Bushels of Good Winter Wheat, on or before the twenty-fifth day of March.

Given under my Hand and Sealed with the Seale of the Province, at flort James in New York, the first day of November Anno Dni 1684, and in the thirty-six Yeare of his ma^{ies} Raigne.

THO. DONGAN.

The importance of this grant will appear from the fact that it is the source of all legal titles to lands embraced within 128 square miles of territory given subsequently to the first day of November, 1684.

The five trustees therein named, or their survivors and successors lawfully appointed, thereafter became the grantees of all the public or common lands of the town. Previous to this date all lawful conveyances were in the first instance made by the Governor and Council.

Of the five original trustees, Myndert Wemp, Jan Van Eps, and Sweer Teunise Van Velsen were killed February 9, 1698, leaving only Reyer Schermerhorn and Willem Teller, survivors. The latter, then an aged man residing in Albany, took but little active interest in the management of the patent. In 1692 he removed to New York, where he died in 1700, from which time until the confirmatory patent of 1714 Reyer Schermerhorn was sole trustee.

By the destruction of the village in 1690 and subsequent wars with the French and their Indian allies, the inhabitants of Schenectady had lost all but their lands; in consequence of which Schermerhorn petitioned the Governor in 1698 for an abatement of the quit rent due—forty bushels of wheat yearly—according to the patent of 1684, but his request was not granted.

Making due allowance for water, there were about 80,000 acres of land in the patent of Schenectady—all under the charge and management of one trustee, save the few farms which had been heretofore granted. This one-man power was distasteful to the people, and it was urged against Schermerhorn that he disposed of the lands belonging to the village, without rendering any account of the same; they therefore petitioned for an enlargement of their privileges by a new charter which should give them power of choosing five trustees to hold office three years, who should account to their successors for the management of their trust.

As it had been charged that the first patent granted the lands to the patentees therein named, and to their *heirs, successors and assigns*, the second patent, given February 17, 1703, in response to their petition (after reciting the Dongan patent), conveyed the lands therein mentioned to Colonel Pieter Schuyler, John Sanderse Glenn, Adam Vrooman and John Wemp, jointly or severally to be trustees for managing the trust and estate aforesaid, together with the said Ryer Schermerhorn or by themselves. Schermerhorn paid no regard to the new charter, nor to his fellow trustees, but still continued to act as sole “trustee for the town in receiving the rents, issues and profits thereof, and in prosecuting suits of law in his own name only, without giving any account thereof.”

INTRODUCTION.

7

All this too in spite of suspension from his office by the Governor. The secret of this stubborn persistence in the duties of his trusteeship was doubtless the fact that the first patent of 1684 was still binding, notwithstanding the granting of a second, and also to the further fact that in Schermerhorn, as the sole survivor of the trustees therein mentioned, was vested all the authority and power originally granted to said five trustees.

The fee of the land was in him, his "heirs, successors and assigns," and could only be alienated by death or release in due form. In consequence thereof, Colonel Peter Schuyler and Johannes Glen, two of the new trustees, petitioned the Governor for an amended charter, and were followed by the citizens asking for a *yearly* election of trustees and a more strict accountability to the people; whereupon the Governor granted their request in the charter of April 16, 1705, from which, after reciting both the former charters of 1684 and 1703, Schermerhorn's name as trustee is omitted.

Accompanying the petition was a list of lands sold and leases taken by Ryer Schermerhorn, for which he is said to have given no account to the inhabitants.

"A list of y^e Lands and Income of the towne-ship of Schonhectady, viz:

Jacobus Peek, agreeit for his land.

Esias Swart, his land.

Jan Brouwer, his lands.

Phillip Groot, his land of y^e Sixt plains [sixth flat], Phillip Groot has also y^e fyft plains [fifth flat] in hierie.

Cornelis Slingerland, hows lott boght.

Johannes Myndertse, hows loot boght.

Claese Franse [van de Bogart], oplandt boght.

Symon Groot, oplandt bought.

Jonathan Stevens, oplandt bought and some cattle.

hendrik brower, oplandt bought.

Jellis Vonda, oplandt bought.

Jacobus peek, landt upon Earequiet of Erfpaght [quit rent].

Jan Landertse, Earequiet [quit rent].

Lewies Vielè, his Landt for y^e fourth shalf of 4th Garf [the fourth sheaf].

Lewis Viele the Groet of his former Landt and some cattell and hoggs.

Arent Vedder, Earequiet [quit rent].

Claes franse [van de Bogart], Earequiet.

Carel Hanse [Toll], Earequiet.

Ryer Schermerhorn, Earequiet.

Tam Smith, Earequiet.

Martje Mastkraft, Earequiet.

These lands are given out. If any more wee canott tell, nor what day Give.

These folling man [men] had last Jeare transports [deeds] for Great Rewards [of great value?] pretending for the town Juse.

Barent Wemp, Gysbert Gerritse [Van Brakel], Isack Swits, Jan Luycasse, Jan Vrooman, Jan batist [Van Eps], and others.

What y^e above mentioned persons pays Jearely wee cannot tell by reason wee nifer had none of y^e peapers, nor conditions.

On the 25th of May, 1714, Schermerhorn appeared before the Governor and Council, "and after a full hearing of all matters" against him, was suspended from "acting further as Trustee of the said Towne." But as he continued obstinate, disregarding the demand of the new Trustees for an accounting to them of his official acts, they commenced a suit against him in the Court of Chancery; Schermerhorn and his friends instituting counter-suits in the same court.

Of the several suits at law heretofore or subsequently commenced by the contending parties down to the death, in 1795, of the second Ryer Schermerhorn, grandson of the first, a period of nearly one hundred years, no one was ever determined.

Tired and despairing of relief from litigation, the contestants resorted to negotiation and compromise, and failing of this as they always did, they reverted to the Colonial Legislature for redress, but all in vain. The first serious effort at compromise was probably made in 1708, when a futile attempt was made to induce Schermerhorn to transfer his title to the township to the then trustees elected under the charter of 1705.

Failing in this attempt at compromise, the same trustees on June 3, 1709, "in behalf of themselves and other the trustees and inhabitants of Schenectady," presented a petition to the Colonial Assembly to "bring in a bill confirming unto said inhabitants the Powers, etc., mentioned in Letters Patent granted to said town." On June 4th said bill was presented, on the 7th it was read a second time, referred to a committee with power to send for persons and papers and never more heard of.

The next step in this controversy was a power of attorney executed by the opponents of Schermerhorn and his party, to the then trustees elected under the charter of 1705, to demand of Ryer Schermerhorn, Barent Wemp, Johannes Teller, Johannes Wemp and Arent Bratt the books, deeds, bonds, etc., belonging to the town.

The strife and contention in respect to the management of the "common lands" of the township were put to rest for a time by Schermerhorn, in 1714. By lease and release, dated respectively Oct. 22d and 23d, he conveyed all his right and title to these lands to Willem Appel, innkeeper, of