

New York Jan 7. 29 - 1797.

My dear Sir.

In order to give you a more perfect Idea of the business you are to decide upon, I will undertake to trace it from the origin of the title to the present moment, stating every Circumstance capable of throwing a light upon it & enabling you to form an equitable Judgment, which you & I, both aim at.

M^r Greenleaf came in possession of the Bear Hill tract by a Deed from Christian Mager to Christopher ~~Mayer~~ Mire dated the seventh day of June 1753. said Deed made out Exactly in the same terms with the letters patent originally granted to Rich^d. Bradley in the year 1743. & transferred by C. Mire to Moses Clement; by him to Robert Leake; & by the Widow Leake, (Executrix to the Estate of her husband Deceased), to Royal Flint & lastly by the Assignees of R. Flint to James Greenleaf by Deed dated 9th May 1794 - in neither of said Deeds is any reservation mentioned. & it appeared certain that the Proprietor never knew of any existing when he began his Improvements on the premises nor did ever any body apply under the Title of R. Bradley to lay Claim upon it. M^r Donaldson himself when in time of war he came ^{over} with the British to fight the Americans, tho' he could not but know that people were in possession of the premises he now Claims, did say nothing against it - nor even have his assignee here for the management of his Interests, ever given any warning to the Improvers, tho' well acquainted, with ^{with them &} the Nature of M^r Donaldson's rights, for he told me himself the

M^r Clinton had had some the premises surveyed for him -
Certainly had M^r D. or his friends considered said reservation
to be worth their attention, either in point of Titles or worth
as it was then, & meant 'honourably', they would have warned
the persons in possession against Improving, which was never
done; therefore it stands clear that the Improver did act with
the Confidence that he was on his own ground & that the
other party did not consider ^{himself} having any right to the premises
or was worth their attention to exercise it at that Epoch -
when M^r D. arrived from England in 1795. & came to this
Country to enjoy the advantages of a peaceable Government
but with the Lives of thousands of his Countrymen taken away
by his party - he applied to M^r P. who referred him to me, as
his Attorney for that business. I told M^r D. that if he had
any right in the reservation mentioned, he would at all
times find me disposed to do him Justice & to act the part
of a Gentleman & that I expected the same favor of him -
he promised he would - we went together to M^r Boyer, Attorney,
whose opinion was that if the reservation expressed in the
Deed given by P. Bradley did really allude to Puylogues hill
(which could only be ascertained by going on the spot &
viewing the premises) then M^r D. had a right to claim it -
therefore I proposed to M^r D. either to fix a price on the
land & I on the Improvements or to have it done by the
disinterested & equitable persons after which I would give him
the choice either to take the land & pay M^r P. his Improvements
or leave the land to M^r P. & receive a Compensation for the
worth of it - or to begin a suit immediately in a Court of
Chancery so as to have the matter settled without delay -

M^r D. promised me an answer in the course of a Fortnight
but never gave it tho' I applied ten times to him in order to
obtain it - he always said "he had other business to think of"
tired at last with those delays & beginning to suspect the fairness
of M^r D's Intentions, I wrote to him on 25th March 1796. &
requested to be informed of his dispositions relative to that Claim
he likewise left my letter unanswered; but went to Fort
Montgomery to survey the premises - I forbore mentioning
any thing upon the nature of his Conduct there, suffice to
say that it brot upon him the animadversion of all those
that were witnesses to it, & Contempt waited upon him
home - from thence I declined having anything to do
with him - he has at last agreed with M^r P. himself to
refer the matter to an Arbitration, to have it decided whether
he has a right to any part of the premises at Puylogues
hill & in case he has what must be paid him as a
Compensation for the Value of the lands comprehended in
the reservation & considered worth from the state of nature
the particulars of the Bond & obligation will inform you
more precisely of the meaning of the Parties & precludes the
necessity of my entering into any other details - from those Circum-
stances, my dear Sir, which nobody can contradict, I appeal to your
Candor & probity to support a righteous cause & prevent any injustice
Believe me with sincere gratitude

Pierre Van Couverland Esquire.

Your humble Serv. & Friend
E. M. L. M. L.
Att'y for James Greenleaf Esq.

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Pierre Van Coertland Esquire

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Dec 19th 1897

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