

L. R. Reid Esquire
Secretary to Government,

Sir,

We have the honor to acknowledge your Letter of the 24th instant, and for the attainment of the several objects therein proposed, it is satisfactory to us to be enabled to suggest, since the arrangement submitted in our Letter of the 18th instant does not appear to have met with the concurrence of His Lordship in Council, another mode by the adoption of which we conceive that the compromise for which Government seems desirous might, without any pecuniary sacrifice or the surrender of any Proprietary right in its part, be effected—

It is that Government retaining the same right as that exercised over its least favored Tenantry within the Fort, should grant a Building Lease of the ground now occupied by the Theatre / which upon the payment of eleven reas per square yard per annum, entitles the occupants to make, under certain rules, what erections they please thereon, and to sell, mortgage, and transfer the same / upon the condition of the Theatre being continued to the Public so long as its profits shall indemnify the owner of the adjoining property, Barnonjee Bormonjee Esq^r.

for

for the interest at six per cent on the claims, which he would in such case liquidate, of Messrs. Forbes & Co. - in failure of which at the expiration of seven years, or on any future year, that he should be at liberty to apply the Premises to such purpose, as would enable him to reimburse himself for the sum of money he will have sunk -

We suggest such a condition and so distant a date for the appropriation of the ground to other purposes, as a sort of test of the taste of the public for Theatrical representations - since, if it be so decayed as not to afford a clear return of six per cent in such a period on a capital say of 22000 Rupees, at which sum we understand Messrs. Forbes and Co. are willing to compound their claim amounting to about one third more, against the Theatre, it may be received as an unanswerable proof, that either from a deficiency of taste on the reduced means of that portion of the community by which the Theatre is chiefly supported, no such establishment can be maintained in Bombay -

In conclusion we beg that it may be borne in mind by Government, that the whole arrangement is a compromise of interests - that we do not understand the Government

Government as seeking any advantage to itself in the arrangement - that the community if willing to pay Stormonger 6 per cent premium on his outlay either by subscription or otherwise, may secure the use of the Building as a Theatre in perpetuity - and that ^{it} seems hardly fair to expose Stormonger to the risk of the enhanced price he may have to pay if recourse be had to public auction for premises which he does not require and would rather see converted into public Offices, but which from the Building overlooking his Dwelling house he is yet prepared to purchase at a considerable sacrifice to secure the comfort and privacy of his family - Still if Government think the rate of interest too high or the period for allowing the ground to lapse to him too short the Committee will endeavour to negotiate better terms for the community -

Bombay
31. December 1834

We have the honor to be
Sir
your most obedient servants

" Charles Maclellan

" West Debenham

John D. Dickinson

" J. Dickinson