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MADRAS RECORD OFFICE.

Government of Madras.

Public Works **DEPARTMENT.**

G.O. No. <u>2820</u>	Press ~~Mis~~
<u>291-295</u>	
Dated <u>12-9</u>	<u>18 67.</u>

Not to be folded or roughly handled

*Proceedings of the Madras Government, Public Works Department,
12th September 1867.*

Read the following papers:—

No. 291. From the Municipal Commissioners for the Town of Madras, to the Secretary to Government, Public Works Department, dated Madras, 2nd August 1867.

1. We have the honor to acknowledge receipt of the Order of Government, dated 23rd July 1867, No. 2,213, and regret to find that through a misunderstanding of our views, Government should have resolved to return, unexecuted, the draft Agreement with the proposed Gas Company.

2. In our letter of 22nd June 1866 (*vide* Order of Government 1st December 1866, No. 3,832,) we stated we considered the scheme deserving of the favorable consideration of Government, but expressly mentioned we could not in any way pledge ourselves as to the amount of gas likely to be taken for public street lamps, but were sanguine that when its superiority over oil is made manifest, a small extra rate may be imposed on landed property to meet it, and we observe that provision for this is made in the new Municipal Act.

3. In our reply to the reference made by Government on the 24th June last, we had no desire to discourage Government from concluding the Agreement with the Gas Company, of which Mr. Orr is the representative, but simply to point out the great difference in the cost of gas and that of lamp-oil, and the impossibility of defraying it with our present means.

4. The Order of Government No. 2,213, of the 23rd of July 1867, apparently throws the onus of rejecting the Gas Company's proposals on the Municipality, but this we are not prepared to admit, and do not consider the correspondence on the subject warrants this assumption.

No. 292. From P. ORR, Esq., to the Secretary to Government, Public Works Department, dated Madras, 3rd August 1867.

I beg to request the favor of your laying the accompanying letter before the Right Honorable the Governor in Council.

From P. ORR, Esq., to His Excellency the Right Honorable the Governor in Council, dated Madras, 3rd August 1867.

1. I have read with considerable regret and surprise the Order of Government of the 23rd July, No. 2,213, in reference to certain offers made by myself and other promoters of a Company to light the city of Madras with gas.

2. The subject has been before Government since March 1866, since that time Government has conceded all that the promoters required, and in an Order of 1st December 1866, No. 3,832, Government expresses itself satisfied with the offers made by the promoters, and states that it will be "prepared to conclude an Agreement with the projectors, provided that arrangements be set on foot by the 31st December 1867."

3. In the Order of the 23rd July, Government decline "encouraging the formation of a Company by the grant of any special concessions, and accordingly resolve to return unexecuted the draft Agreement which accompanied Mr. Orr's letter of 21st ultimo."

4. In referring to the correspondence between Government and myself on this subject, and considering the circumstances of the case, I would fain believe, from the length of time the subject has been before Government, that all the features and circumstances of the case could not have been fairly before Government, when it came to the conclusion set forth in the Order just issued.

*Proceedings of the Madras Government, Public Works Department,
12th September 1867.*

5. Under such circumstances may I be allowed to make a short statement of the case.

6. The proposal made to Government in March 1866 was an amended proposal, amended from one presented by the same parties some two years previous to meet the wishes of Government and the Municipality, in leaving them at liberty to take gas or not as it might suit them.

7. This proposal was submitted by Government to the Municipal Commissioners for their remarks. The Commissioners in their reply (see their letter to Government, 22nd June 1866, quoted in Proceedings of Government, Public Works Department, 1st December 1866,) say, "We have the honor to report that we think the modified proposal of the Company deserving of the favorable consideration of Government."

8. Government in their Order of 1st December 1866, No. 3,832, on the proposal, say—

1st Paragraph.—"The Government consider the stipulations proposed by the Municipal Commissioners to be reasonable, and resolve to make them the condition of any agreement that may be entered into for the supply of gas to the Town of Madras."

3rd Paragraph.—"The site available for the purpose may be inspected at any time."

5th Paragraph.—"In other respects the Government approve of the offers made in the first letter above recorded, and will be prepared to conclude an agreement with the projectors, or any Company formed by them, provided that arrangements be set on foot by the 31st December 1867."

9. Here then the Municipal Commissioners recommend the proposal for the favorable consideration of Government. Government accept of the proposal as reasonable, and in paragraph 5 of the Order of Government, approve of the offer, and will be "prepared to conclude an agreement with the projectors," &c., "provided that arrangements be set on foot by 31st December 1867."

10. After receiving this Order of Government, the projectors considered the matter settled and proceeded with arrangements to form a Company.

11. On the 21st of June last, I received from the projectors Deed of Agreement, in duplicate, one to be executed by Government, the other by us and lodged with Government. These were sent up to Government on the 22nd June. I may mention that the projectors asked me to telegraph to them as soon as Government signed the Deed, that there might be no time lost in floating the Company.

12. I heard nothing further of the matter till the 24th of July, when I received the Order of Government of the 23rd, returning the Deeds unexecuted.

13. May I then ask Government, under these circumstances, to re-consider the Order of the 23rd, and again consider the promise made, if not an obligation incurred, in their Order of the 1st December 1866.

14. Any necessary alteration of the Deed might be easily managed.

Hoping for a favorable consideration and reply.

No. 293. From P. ORR, Esq., to the Secretary Government, Public Works Department, dated Madras, 31st August 1867.

1. In reply to your Official Memorandum No. 185, 30th instant, I beg to inform you that I am not in a position to say what expenses have been incurred by the promoters in London in connection with the gas project for Madras.

2. I may, however, state all preliminary arrangements, such as securing influential Chairman, Directors, Secretary, Solicitor, Engineers, &c., had been made for the floating of the Company immediately after receipt, by them, of my telegram announcing the execution by Government of the Deed which I had the honor to forward to Government in June last.

No. 294. From the Acting Government Solicitor, Madras.

(Here enter 3rd September 1867, No. 596.)

*Proceedings of the Madras Government, Public Works Department.
12th September 1867.*

No. 295. ORDER THEREON, 12th September 1867, No. 2,820.

CIVIL WORKS, No. 28.

The Government, having given the fullest consideration to Mr. P. Orr's letter of the 3rd August 1867, regret their inability to modify their Orders of the 23rd July last, No. 2,213.

(True Extract.)

(Signed) CHARLES A. ORR, Colonel, R. F.,
Secretary to Government.

I am of opinion that the correspondence laid before me constitutes no legal contract binding the Government to sign the agreement now tendered to them, or any similar agreement.

2. The letter dated 12th Dec. 1865 contained an offer by certain persons who signed it to erect gas works &c., on certain terms, for which they stipulated, being granted to them. By proceedings of the 1st Dec. 1866, Government offered to accede to a slightly different proposition, modifying the original offer in paras. 2 & 4, and introducing in para. 5 a new stipulation, viz. "provided that arrangements be set on foot by the 31st Dec 1867". These proceedings, therefore, constituted no contract binding on either party, since a fresh acceptance of the new terms was still needed. Such an acceptance like binding should have been made within a reasonable time, regard being had to the distance from each other of the contracting parties.

3. There is no appearance of any acceptance of the Government offer up to the date at which the agreement is tendered for signature. Mr. Kings letter of the 10th Jan 1867 speaks of the progress of the undertaking as contingent on the state of the money market, and contains a fresh stipulation as to the Fort Gas Works. The extract enclosed by Mr. Orr in his letter of the 20th Feb 67 speaks even more hesitatingly of any step being taken to forward the enterprise; and the order of the 5th March, communicated to Mr. Orr, shows that Government considered the project to have fallen through. Mr. Orr in his letter of the 4th May and Government in their order of the 18th May are substantially agreed that the terms of the Concession originally proposed are no longer binding, and that fresh propositions would have

to be made if negotiations were re-opened. I am therefore of opinion that even if the agreement now tendered could be treated as an acceptance of the offer made by Government on the 1st Dec. 1865, still it came too late. But I am also of opinion that it is not an acceptance of that Government offer.

4. Paragraphs 1 & 5 of the proposed agreement introduce a perfectly new stipulation as to the grant of ground at the back of Brompton Palace, which Government had expressly refused, and para. 3 & 4 contain stipulations as to making over the Fort gas works, as to which Government had merely pledged itself to give a favorable consideration to any proposals that might be made, when the Company was "in a position to take over those works on fair terms." The proposed agreement, therefore, is not an acceptance of the Government offer, and contains terms, at least one of which is inadmissible.

5. Further the agreement does not comply with the stipulation as to time laid down in para 5 of the proceedings of 1st Dec 1865. As I understand that stipulation it meant, that not before the 31st Dec 1867 a binding agreement to carry out the project should be entered into by persons who pledged themselves to its execution. But all that the proposed agreement pledges the contractors to do, is to continue endeavoring to form a company up to that date. They do not contract that they will form a company. Still less that in the event of their failure they will carry out the project themselves.

6. Finally, there is a fatal objection to the agreement itself, viz: that it is wholly invalid. The contractors, as already observed, do not bind themselves to do anything except to attempt to form a company. All the acts that are to be done in the way of providing gas are to be done by the company when formed. But this Company is not yet in existence, & it has been repeatedly ruled in England, that a contract made by the promoters of a company, on its behalf, before it came into existence, did not bind the company when it did, even though

ratified by it. (See *Kelner v. Baxter* Law Rep. 2 C. P. 174.) In fact the agreement now tendered binds the Government, and binds nobody else.

Signed John D. Mayne

at London

Sept 2/67.

(True copy.)

A. J. Brockman.

Attest J. D. Mayne

No 596.

Madras 3rd September 1867.

From. H. J. Brockman,
Acting Government Solicitor,
Madras.

To
Colonel C. A. Orr A. E.
Secretary to Government - D. V. W.
Madras.

Sir,

1. I have the honor to acknowledge the order of Government
Dated 30th Aug^r 1867 } noted in the margin, with its Enclosures, requesting the
Act. D. } advocate General's opinion as to the legal effect of certain
Correspondence between Mr. Peter Orr and others and
Government as to lighting Madras with Gas; and the
extent of the obligation of Government, if any, under it.
2. I laid the papers for the consideration of the
acting advocate General, of whose opinion on the subject
I now forward a copy; and
3. I likewise return the order and Enclosures
above noted.

I have the honor to be
Sir,
Your most obedient servant

H. J. Brockman.
Acting Govt. Secy.

The legal effect of certain
correspondence between Mr.
Peter Orr and others and Govt.
as to lighting Madras with
Gas, and the extent of the
obligation of Government, if any,
under it.

Re

(Copy)
Acting Advocate General's opinion

An extract from the acting
Advocate General's opinion
will state 31st Oct. 1867, no. 596

MS 3362/67.

Wm. 1000
 No. of 1000
 from the acting Secy 8/24/87

made

To the Secy. of Government
 D. 24/87

made

Oct 13th 87
 Dec. 4. 3 Sept.

Dec. 21 1896

Don't send acting Secy. of Govt. to
 opinion as to the legal
 certain precedents were between
 Wm. D. Or and J. H. and
 Government, as to applying business
 with Govt. and the extent of the
 obligation of Government, if any,
 under it, and putting into effect.

Dec 28 20. 129. 80/10/167

Dec 29/4

Dec 28 20. 129. 80/10/167

7 Dec

15
Madras, August 3rd 1867

To

His Excellency
The Right Honble
The Governor in Council.

Your Excellency

I have read with considerable
regret and surprise, the Order of Government
of the 23rd Instant, No 2213, in reference to certain
offers made by myself and other promoters of
a Company to light the City of Madras with
Gas.

The subject has been before Government
since March 1866; since that time Government
has conceded all that the promoters required,
and in an Order of 1st December 1866, No 388
Government expresses itself satisfied with the
offers made by the promoters and states that it
will be prepared to conclude an Agreement with
the projectors, provided that arrangements be
set on foot by the 31st December 1867.

In the Order of the 23rd Instant, Govern-
ment decline encouraging the formation of a
Company by the grant of any special concession,
and accordingly resolve to return unexecuted,
the Draft Agreement which accompanied my
letter of 21st ultimo.

In referring to the correspondence in
between Government and myself on the subject,
and considering the circumstances of the case

Recd. Aug 31
Entered 31
4 Sept 1867
A. H. B.
Ad. for file

He sent to the Government
Solicitor for the opinion of
Attorne General on the question
of engagement or obligation arising
the part of Government &
Returned out of the previous correspondence
which is herewith forwarded.

Wm. A. H. B. (J. H. B.)

Wm. A. George. } Secy to Govt. P.W.D.
30 Aug 1867

508/14/67 A. 9m

14th December 1866.

Any necessary alteration of the Deed
might be easily managed.

Hoping for a favorable consideration
and reply.

I have the honor to be
Your Excellency's
Most Obedient Servant

Peter Orr

per 2962/67.

19

Madras. August 3rd. 1867

To
The Secretary to Government
Fort St George

Sir,

I beg to request the favor of
your laying the accompanying letter, in
before the Honorable the Governor in Council.

I have the honor to be,

Sir,

Your most obed. Servant.

Peter Orr

improved

MADRAS, 22nd August 1867.

To The Secretary to Government
Public Works Department

1. We have the honor to acknowledge receipt of the order of Government dated 23rd July 1867 No 2213 and regret to find that through a misunderstanding of our views Government should have resolved to retain, unexecuted, the draft agreement with the proposed Gas Company.

2. In our letter of 22nd June 1866 (vide order of Government 1st December 1866 No 3832) we stated we considered the scheme deserving of the favorable consideration of Government, but expressly mentioned we could not in any way pledge ourselves as to the amount of Gas likely to be taken for Public Street Lamps, but were sanguine that when its superiority over oil is made manifest a small extra rate may be imposed.

P. W. Dept
Proc of Govt for Sept
No 2962

From
Mr P. Orr.

Dated 3rd
Rec^d 7th Aug 67.

Encls: 1

Requesting reconsideration of the order of the 23rd July, No 2213 respecting certain proposals in connection with the lighting of the city of Madras.

No. 292

Rec. by Mr. P. Orr
29th August 1867.

2820.125 20/11/67

Ms. A. 9. 2. 10. 1. 1. 1.

For orders

imposed on landed property to meet it, and we observe that provision for this is made in the New Municipal Act.

3. In our reply to the reference made by Government on the 21st June last, we had no desire to discourage Government from concluding the agreement with the Gas Company, of which Mr. Cox is the representative, but simply to point out the great difference in the cost of Gas and that of Lamp Oil, and the impossibility of defraying it with our present means.

4. The order of Government No. 2913 of the 23rd of July 1864 apparently throws the onus of rejecting the Gas Company's proposals on the Municipality, but this we are not prepared to admit and do not consider the Correspondence on the subject warrants this assumption.

We have the honor to be
Yours most Obedt. Servants

MM

Charles Derrington, President
Municipal Commission
of the Town of Ipswich

28

P. 1867 Sept
Pro: of Gold. for Sept
No 2912

From
The Municipal Com.
for the Town of
Madras.

Dated 2nd Aug 1867
Recd 3rd Aug 1867

Remarking on the recent
order of Govt. rejecting
certain proposals for
the lighting of Madras
with gas.

No. 291

Recd. 6th Sept 1867. A. 95
C. 9th Aug 1867

c 12 2820-12th Sept 1867

Madras, August 31st 1867

29

To

The Secretary to Government
Public Works Department

Fort St George

Sir,

In reply to your Official Memorandum
No 185, 30th Instant, I beg to inform you that I am
not in a position to say what expenses have been
incurred by the Promoters in London in connection
with the Gas Project for Madras.

I may however state, all preliminary arrangements
such as securing influential Chairman, Directors,
Secretary, Solicitor, Engineer, &c. had been made
for the floating of the Company immediately after
receipt, by them, of my telegram announcing the
execution by Government, of the Deed which I
had the honor to forward to Government in
June last.

I have the honor to be,
Sir,
Your most obedient servant.

P. W. M.

Mr. 1867 Sept
Pro: of Govt. for Sept.
No 3312

Loom

Mr. P. Orr

Dated 31st Aug. { 1867
Recd 2nd Sept {

Stating that he is
not in a position to state what
expenses have been incurred in
London in connection with the
establishment of a Company for
lighting Madras with gas, but
that all preliminary arrangements
have been made.

Ch 293

e. 6th Sept 1867 Oa. 95

no 2820-12th Sept 1867

For orders

In a letter of the 12th December
1865, the Chairman of the Singapore
Gas Company submitted with refer-
-ence to previous correspondence, cer-
-tain proposals to secure to him-
-self and to certain other gentlemen,
or to a Company to be formed by
them, the concession of permission to
light Madras with gas. These pro-
-posals were, that the Company should
be allowed the exclusive right to erect
gas works, which, with the main and
apparatus, were to become the pro-
-perty of Government or the Municipal
Commissioners, after a period of 40 years,
at a valuation to be determined by
arbitration, and in the event of the
Govt or the Municipal Commissioners
electing not to take the works at the
termination of that time, the con-
-cession was to be renewed to the
Company for a further term of 30 years,

at the expiration of which, the whole
would become the absolute property
of Government or the Municipal Com-
missioners, as might be arranged between
them, without payment. The Govt were
further to provide the Company with
a piece of ground favorably situated
for the construction of gas-works.

These proposals were referred
to the Municipal Commissioners, who
considered them deserving of favorable con-
sideration. The Commissioners were unable,
however, to pledge themselves as to the
amount of gas that would be taken for
public street lamps, as their means would
not admit of any heavy additional
expense for lighting being incurred,
but they were sanguine that when
the superiority of gas over oil lights
was made manifest to the Leatave
Community, the latter would not
object to a small extra rate on their landed

property

No 3832

mainly the reduction
of the first term from
40 years to 30.

Dec 13th on the a/c
of the 501 Dec/66

for the purpose.

33
In Pro: of the 1st Decr/66
the Government observed that the proposed
stipulations, with certain modifications,
were reasonable, and they expressed
their willingness to conclude an
Agreement with the projectors, or any
Company formed by them, provided
that arrangements be set on foot
by 31st Decr/67. In regard to the
supply of gas to the Fort, the
Govt deferred carrying out any
extensions of existing works pending
the submission of a definite offer
by the Company to take over the
works at a fair valuation, and
to complete the necessary improve-
ments by the 31st August/67.

No. from the papers recorded
inly O. of the 5th March/67, No 182.
it appeared that there was no
probability in the then state of
the money market, of a Company

h 10 of 1867

No 1502

In his letter of the 21st June/67, Mr. A. W. forwarded for execution a Draft Deed in reference to the Gas works, drawn up in accordance with the terms agreed upon ^{in Dec/68,} except in so far as it made it compulsory in the part of Gt. to concede to the Company the lighting of the Fort & Barracks. The Deed ^{look} was referred to the Municipal Com.

But this was understood
all along - see letter of P.
the 22 June 1866 in G.P.
1 Dec 66 P.W.D. & prisoners; and as it was understood
moreover all that they were unable to incur the
comp. was the expense of applying gas to the lighting
right to constant supply of gas; and reconsideration,
water and to find a specimen of Diadema, the lost; and reconsideration,
tain them for a specimen of Diadema, the lost; and reconsideration,
term - it being left to the changed their views as to the desirability
of encouraging the formation of a
company by the grant of any
as they chose.

23^d July 167. A 2213

of encouraging the formation of a
Company by the grant of any
special Concessions, and they accordingly
returned the Draft Deed un-
executed, but promised to provide a

suitable site for the necessary works
if a Company were formed.

The Municipal Com-
missioners now intimate that they had
no desire to discourage the Government
from concluding the Agreement with
the Company, but simply to draw
attention to the great difference in
the cost of Gas and of lamp oil,
and the improbability of defraying it
with their present resources.

2^d Aug⁵/67

Sir Orr also addresses
the Govt; and, reciting the substance
of former correspondence, he requests
that the decision arrived at may
be reconsidered on the ground that the
Government have incurred an obli-
gation by the promise distinctly held
out to the promoters of the scheme
for lighting the city with Gas. He
adds that any necessary alterations
of the Deed might be easily managed.

3^d Aug⁵/67

he says: "the promise
made, of which an
obligation incurred"

The reply of the Secretary
of State to the letter submitting the
project for improving and extending
the Gas works in the Fort has been received
and is herewith circulated. Sir Stafford
Northcote communicates the opinion
of Col: Robertson in favor of the scheme,
and desires that the alterations suggested
by that Officer may be taken into
consideration, and an amended
project prepared, an Indent for the
whole of the apparatus &c being sub-
mitted when that project has been
approved.

M.

I am afraid R for Lari for in a fig.
In this order of 1 Dec last no 3823 PWD.
Ran S, the pre-approved with certain
modifications the offer is consistent for
works at Madras made by R Chairman
of R Singapore for Compt^y and others
in this letter of 12 Dec 1865 - and stated
that they would be prepared to conclude
an agreement with them on any Compt^y
formed by them.

This offer on the part of fort was made on
our solitary proviso - viz that an agreement
be made on foot by 31 Dec next - It was not in
any way made contingent on the Municipal
Comm. agreeing to light the Town on any part
of it with gas - On the contrary then as now the
M.C. in their letter of 22 June 1866 expressed
their doubts whether the Municipal Income
would bear the additional expense of gas
lighting - and the proposal submitted by
the Projection Claimants left it at the option of
the M.C. to take gas or not as they pleased -
The Projection decision to have been making
arrangements for constructing & working
and the town should then for so doing it
by 31 Dec 1867 has not yet expired -

The municipal approval only to the
"Town of Madras" and not to the Fort in
respect to which Mr P. O. said in his
letter of Dec 20 Feb 1867 shows that
the Projection of the Town works were not
then in a position to carry out the extension

It may have been, and I think that
it was unwise for the fort to offer exclusive
privilege for so long a period as 30 years
and perhaps 30 years after that - but this
does not alter the character of the transaction
- for we release them from their liability
on 1 Dec 1867 under the offer made on 1 Dec 1866

Govt. should keep the control of lighting the barracks
family quarters and other buildings there connected
with the English garrison in its own hands, but of course
the Govt. might transfer this duty to a company
under proper restrictions. With no prospect in the
town and with a very restricted field of operation
in the Fort I don't see where the business
company is. I think it would be decidedly better
to drop the whole affair. The Municipality
will improve its oil lamps, the method of
lighting most economical, convenient, and
natural in this oil producing country. The
Govt. will improve & develop its little gas
work in the fort. Nothing more is required.
Off, however, the Govt. have been betrayed
into a sort of engagement towards a company.
Then I would restrict our obligations, in
regard to the town to two points. 1. The
concession of the exclusive privilege for the
period indicated, which would probably
remain a dead letter with the grant of the
rights to the Fort. I could carry on the
contemplated improvements till the last
moment with the least relaxation and
engage when the time came to deal with the
Co. for a transfer of the works and for the
lighting of the Fort, but not under an obligation
but on a free negotiation with the Company.

63
My advice therefore is 1. To refer the question of
engagement to the Law officers of Govt. 2. To
ascertain from the projectors whether they have
undertaken any actual expenditure on the
previous declaration of Govt. N.

On the whole I do not see how fire can avoid
reconsidering the matter and going with the
draft which suits them. The needs may
be even in and with the matter - indeed
so much of them as relates to the lighting
of the Fort will probably have to be struck out -
the main concern in my view regarding the
affair altogether -

The Department of the Secretary of State
of July 1867 No 20 P.W.O. with its enclosure
shows to suit to the Wyndham and Capt
Fordham in view to the amending this
project. I think that it will be best to
keep the lighting of the Fort in our own
hands for the present at least. Any Committee
that may be formed for lighting the Town
will certainly no doubt be ready to take
on the Fort works - but the latter works
will not be in a great degree dependent upon the
former.

11. 8. 67

J.P.
In reconsidering this matter according
to Mr. Orr's request, we may but accept
altogether, the supply of gas to the
buildings under fort control in the
Fort, as the fort, as Mr. Orr is aware,
will retain in its own hands the
manufacture of what may be wanted

for that purpose. - We have,
then, simply to determine whether
by the correspondence which has
taken place, an obligation has been
created which requires that the
Foot: should sign an agreement
giving to our Embryo Company the
privileges contemplated, provided
they can put themselves in motion
by the 31st of next.

It seems to me that such promises
as have been made, were made under
the erroneous assumption that the
Foot: could control the lighting
arrangements of the Town of Madras,
the fact having been overlooked
that a matter of the kind would
rest for decision with the Man:

Comd^r.

These gentlemen however, by their
letter of 22 June '66, certainly created
a belief, that, although they might
not take much, they would take
some part of any company that
might be formed.

Then later comd^rs of the 3rd Inf last,
dispute that belief and intimate
very plainly, that, according to the
relative cost of oil & gas lights, the
Company need not expect to finish
the Man: Comd^rs of Madras among
their customers.

When, then, the Company have their

lost the chance of supplying the Fort &
Barracks, and it is also found that the
Man: Comd^rs are unable from want of
funds to deal with them, it is difficult
to discover where the Company will find
openings for a remunerative class of
business. - Still, that matter is for
them to consider, and as the Foot: have
been intimated that a side for building
their works will be given gratuitously
to the Company. I doubt we shall see what
more is insisted, or what more can
be done for them. Mr. P. Orr does not say
clearly what he wants. He asks
simply for "recompensation". -

It is courteous of the Man: Comd^rs
to come in at the eleventh hour,
to come in at the eleventh hour,
to the support of Foot:, and intimate
that they never intended to create dis:
comfoment; but the fact remains
the same, that they declared themselves
unable to deal with the Company for
gas, whilst the Foot: themselves
have no opportunity of using it in
those numerous buildings to which
originally it was thought that it might
be taken from the Company and applied.

As I have said above, the site
is available, but the premises on it
are contemplated. The conception of first
was suggested, have so changed, that
unless what has passed is held by
the legal advisers of the Foot: to constitute
a binding promise, I would hold
to the resolution of Mr. Orr as the
recompensation. -
Respectfully, it may be altered

that expenses have been incurred in promoting a company. I observe however that on the 26 May last - Mr. R. King was about to take steps to form one & again on the 7 June last that Mr. King refers to the possibility of the fort not requiring the expenditure. From these remarks I infer that nothing very substantial will be found to have been done, and, on the whole, I conclude that it will simply come to this that a few promoters of the "Madras Gas" will be disappointed. W.D.

I would refer the question of engagement or obligation on the part of Govt. arising out of the previous correspondence to the Law-Officers of Govt. if there is any serious doubt upon this subject. If there is really a binding or equitable engagement on our part it would be unwise to break it and if the projectors have really incurred expenses on the faith of the previous assurances of Govt. the Govt. could not but draw. I hope however that it will be found that there is no engagement & that there has been no expenditure. When the project was first submitted I was certainly under an impression that the town would avail itself of the use of gas to a considerable extent but further experience and reflection and the letter of the Municipal Commissioners under date of July 3rd have led me to see that there is very little chance of Municipal cooperation in the matter. In fact there is no town in the world so ill adapted for gas lighting as Madras and I could never advise the Municipality to spend six pence on such a project. The public establishments which require lighting are so few & scattered that the Govt. cannot engage for any thing. The only place adapted for the use of gas is the Fort. I think it desirable that the

Public Works Department.

2820

PROCEEDINGS of the MADRAS GOVERNMENT.

Under date the 12th Sept/67

Read the following

From the Municipal Commission for the Town of Madras.

Memorandum No. 22 dated 2nd Aug/67.

From Mr. P. Orr

(Here enter No. dated 3rd Aug/67)

From _____

Memorandum No. 23 dated 3rd Aug/67

From the Acting Chief Solicitor

Memorandum No. 24 dated 3rd Sept/67

The Govt., having given the fullest consideration to Mr. P. Orr's letter of the 3rd August 1867, regret their inability to modify their orders of the 23rd July last No. 2213.

seen J.P.

W. P. Orr, Secretary Municipal Commission

W.D.

Sept 3/67

P. W. 1867. Department.

Pro of Govt for September
No. 2820

PROCEEDINGS OF GOVERNMENT. *of Madras*

Dated 12 *September 1867*

*Informing Mr.
P. Orr that the Order
reversing unexecuted the
draft agreement relative
to the formation of a Company
for the Lighting of Madras
with Gas cannot be
modified.*

*P. W. 291
95*

No. 291 295

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