File No. 4856 Continued. OPINION.

The same cases hold that the duty of the Gas Company to furnish applicants with gas under the above conditions may be enforced by mandamus, or an action in tort for damages will lie.

3605 I have been able, however, to find no case which has recognized the right of the municipality to compel gas companies to supply consumers, and I am of opinion that the City has no such right, unless it be given either by contract, or by statute, or the company's charter. The duty to furnish gas is one which is owing to the individual citizens themselves, and in which the general public, or the City acting for the general public, is not concerned. The City is not damaged by the Gas Company's failure to supply its citizens with gas any more than by the failure of the Street Railway Company to supply its citizens with transportation. The individuals concerned may be damaged, and may have a right of action, but the City, in my opinion, has none, unless, of course, there is a failure or refusal to supply some of the City's own buildings with gas. No such question as this, however, is involved in the present case.

3606 I have examined the present contract between the Gas Company and the City, dated August 18, 1905 (Annual Report, Supt. of Lamps and Lighting, for 1905, p. 65), and find that this contract only provides for lighting the City's gas lamps and the public buildings. Under this contract, the City would doubtless be able to force the Gas Company to furnish gas to all City lamps and to all public buildings, but the contract confers no rights upon the City to compel the company to supply private consumers.

I have also examined the Code of Public General Laws, the City Code of 1893, and the City Charter, and I find no provision in any of them which would authorize any action by the City in the premises.

3607 Counsel for the Gas Company has also furnished me with references to the various charters of the different companies which now constitute the Consolidated Gas Company, as well as with references to certain special Acts and Ordinances (See letter from W. Calvin Chestnut to myself, October 11, 1906), all of which I have examined, but none of which confer any right of action upon the City.

I am, therefore, of opinion that the City of Baltimore cannot compel the Consolidated Gas Company to extend its gas mains on Belle Avenue and on other public highways, where the mains are not at present located, and to supply the house owners residing on said high-