

be wronged shall act to prevent the wrong; for *right* and *duty* are correlative terms, and, there can be no *duty* where there is no right commensurate therewith.

In a well known case, a street car line had a practice of giving transfer checks to passengers, who, having ridden on one of its lines, desired to ride on another line. The checks differed in language and color according to the line on which they were to be used, and were good only on the line indicated. The plaintiff, a passenger familiar with the practice, received a wrong transfer check, without reading it. The conductor on the second line refused to receive the transfer check. Plaintiff refusing to pay his fare again was ejected. Judgment for the defendant company was affirmed. The court said: "The conductor of a street railway car cannot reasonably be required to take the mere word of a passenger that he is entitled to be carried by reason of having paid a fare to the conductor of another car; or even to receive and decide upon the verbal statements of others as to the fact. The conductor has other duties to perform, and it would often be impossible for him to ascertain and decide upon the right of the passenger, except in the usual, simple and direct way. The checks used upon the defendant's road were transferable, and a proper check, when given, might be lost or stolen, or delivered to some other person. It is no great hardship upon the passenger to put upon him the duty of seeing to it, in the first instance, that he receives and presents to the conductor the proper ticket or check or, if he fails to do this, leave him to his remedy against the company for a breach of its contract. Otherwise, the conductor must investigate and determine the question, as best he can, while the car is on its passage. The circumstances would not be favorable for a correct decision in a doubtful case. A wrong decision in favor of the passenger would usually leave the company without remedy for the fare. The passenger disappears at the end of the trip; and, even if it should be ascertained by subsequent inquiry that he had obtained his passage fraudulently, the legal remedy against him would be futile. A railroad company is not expected to give credit for a single fare. A wrong decision against the passenger, on the other hand, would subject the company to liability in an action at law, and perhaps with substantial damages. The practical result would be, either that the railroad company would find itself obliged in