

seem easy to say that a ten-cent or a two-dollar fare would be only a "moderate and reasonable expense," and it might seem equally easy to say that, under most circumstances, a one-hundred-dollar fare would be larger than a "moderate and reasonable expense;" but where is the line to be drawn?

If such a "duty" exists, how is the situation affected by the fact that the passenger has or has not the amount of the required fare in his pocket. Some judicial opinions, like the one quoted above, affirming the "duty" of the passenger to pay the wrongfully required fare or to leave the train, lay stress upon the fact that the passenger had in his pocket sufficient money to pay such fare. This might be proper, if there were a real duty in the passenger to pay again; but there is no such duty.

The rule that a person who has sustained a wrong cannot stand by and permit the occurrence of injurious consequences that might be avoided by reasonable action on his part and then recover for such consequences, has no proper application here; for it governs only those cases wherein the wrong has already been committed. "It is a universal rule, both in tort and contract, that for such consequences of the wrong or injury as the plaintiff might, with ordinary prudence, have avoided, the defendant cannot be held responsible. The law assumes that a person injured will endeavour to reduce the amount of his loss within as narrow limits as possible, and if he does not do so, the consequences are not the proximate result of the defendant's act, but of his exercising, or neglecting to exercise, his own will."

Strictly, it cannot be said that, even where a wrong has already been committed, the person wronged is under any *duty* to avoid consequences. "It is sometimes said that a person who neglects to prevent the consequences of another's wrong fails in a duty; but since the result of neglecting it falls not on another, but on the person himself in fault, it seems to be one of those self-regarding duties which are outside the domain of the law.

Still less can it be said that a person threatened with a wrong is under any *duty* to the wrongdoer to prevent the doing of a wrongful act of the latter. To say that the person about to be wronged is under such a duty to the wrongdoer is to say that the wrongdoer has a *right* to require that the person about to