

the proposition that he could not stand upon his consequences of its threatened breach of contract, to pay his fare again in cash, if he had it, and then sue for its recovery, we do not yield our assent. After a breach of contract has been committed, the injured party is not allowed to aggravate his damages, and is required to use reasonable diligence to minimize them. But, beforehand, one is not forced to abandon his legal right under a contract, and waive the damages that may arise from its breach, in order to induce his adversary not to proceed as he wrongfully claims is his right."

Plaintiff, a passenger on a street car of defendant company, having paid his fare and received a transfer check entitling him to continue his trip by the next connecting car on another of the company's lines, took the next car. The conductor collected the transfer check. Without any previous notice to plaintiff, the car, after going only a short distance, was taken from the line, at the power house. Plaintiff, seeing that the car was being taken off and that the conductor had gone, asked the driver of the car what to do. The latter told him to take the next car, then approaching. Plaintiff did so. The conductor demanded fare, which plaintiff refused, stating the facts. Plaintiff was forcibly put off the car. Defendant had judgment by direction. Plaintiff appealed. The Supreme Court of Minnesota said: "The facts thus stated presented a case which would have justified a verdict for the plaintiff. He had paid the proper fare, and was entitled to ride on the cable line, to its end. It is to be kept in mind that the action is not against the conductor for the expulsion. The cause of action set forth in the complaint covers the whole transaction above stated; and the inquiry is whether, upon the whole case, the defendant appears to have neglected or violated its duty towards the plaintiff, to his injury. If it be said that, since the plaintiff could present no proper evidence of his right to ride, it was the duty of the conductor to put him off, it may be answered that the defendant, and not the plaintiff, may well be deemed at fault for that condition of things. That is one of the grounds upon which, in part, the defendant may be held responsible. Even though the conductor, in ejecting the plaintiff, may have done only what was apparently (to him) his duty, it does not follow that the defendant is not responsible therefor. It would be responsible if, by its previous neglect of duty towards the