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#### NOTICE.

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## NOTICE OF ACTION.

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## PARENT AND CHILD.

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#### PLEADING.

Defence of contributory negligence
—Not guilty.]—In an action against
a railway company for damages sustained by the plaintiff by the death
of his father, by reason, as alleged,
of the defendants' negligence in
omitting to give the necessary warnings of the approach of their train at
a railway crossing, the defendants
pleaded "not guilty," and referred
to the statutes incorporating the
company and to the C. S. C. ch. 66,
secs. 1 to 83 inclusive, and sec.

Held, that the plea was not a compliance with Rule 418; and also that the defence of contributory negligence could not be set up under it, but must be specially pleaded. Doan v. Michigan Central R. W. Co., 482.

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# PRINCIPAL AND SURETY.

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