

of the province of British Columbia. The case has been again argued upon a demurrer to this second amended bill.

In accordance with my opinion heretofore given, in this case, I hold the bill of complaint as now amended to be sufficient to show that the complainant has become an alien, and that she is entitled to maintain this suit in this court. The only serious question arising upon the demurrer to the second amended complaint is as to the construction and effect of the Canadian statute of 1886. The words of the act appear to be qualified and limited, and it is contended that it does not confer naturalization upon women married to Canadians, except temporarily, while they remain within Canada. Conceding this point, still the complainant is now, and at the time of commencing this suit was, naturalized in Canada, and permanently domiciled there. If, by removing from Canada, her status as to her citizenship should be changed, still the jurisdiction of this court would not be divested. Where the jurisdiction of a United States circuit court depends upon the citizenship or alienage of the parties, the jurisdictional facts must exist at the time when the jurisdiction is first invoked, and, after jurisdiction has attached, it does not become divested by subsequent changes of residence or alteration of the status of the parties as citizens or aliens. 1 Fost. Fed. Prac. p. 41. Demurrer overruled.

MORRISON v. NORTH AMERICAN TRANSPORTATION & TRADING CO.

(Circuit Court, D. Washington, N. D. February 7, 1898.)

REMOVAL OF CAUSES—JOINDER OF ASSIGNED CAUSES OF ACTION.

A suit was brought in a state court on a cause of action for breach of contract between plaintiff and defendant; also on seven other causes of action for damages for the breaking of other contracts with third parties, which causes of action were assigned to plaintiff. Defendant removed the cause to a federal court. *Held*, that defendant could not thereafter question the jurisdiction of a federal court as to the assigned causes of action, on the ground that it would not have had jurisdiction if no assignment had been made.

This was an action founded on breaches of contract, and was brought by Donald Morrison against the North American Transportation & Trading Company, a corporation of the state of Illinois.

Upton, Arthur & Wheeler, for plaintiff.
Fred Bausman, for defendant.

HANFORD, District Judge. The complaint alleges a cause of action for damages for the breaking of a contract made and entered into by and between the plaintiff and the defendant, also seven other causes of action for damages for the breaking of seven other contracts made and entered into by and between the defendant and other persons, and alleges the assignment of the seven causes of action to the plaintiff. The defendant, after having removed the case to this court from the state court in which it was commenced, questions the right of the plaintiff to prosecute the case in this court as to the seven assigned causes of action, on two grounds, viz. they are not as-

signable, and this court has no jurisdiction to take cognizance thereof, for the reason that it does not appear that there would have been any ground for federal jurisdiction if no assignment had been made.

As to the first cause of action, there is a controversy between citizens of different states, and on that ground this court has jurisdiction, and the case is removable. It is not the intention of the law to work an injustice to a plaintiff by authorizing a defendant to remove a cause into a United States circuit court, and by that proceeding deprive the plaintiff of the right which the law gives him of joining in one action several causes of action. The right of removal is for the purpose of having an adjudication upon the merits, and is not given for the mere purpose of defeating a right of action, without a trial on the merits.

The Code of this state authorizes an assignee to sue in his own name upon any judgment, specialty, book account, or other chose in action for the payment of money, when the assignment has been made in writing by a person authorized to make the same. 2 Ball. Codes & St. Wash. § 4835. A chose in action is a right of proceeding in a court of law to procure the payment of a sum of money, or to recover pecuniary damages for the infliction of a wrong or the nonperformance of a contract. 1 Rap. & L. Law Dict. 206, 207. Each of the causes of action in this complaint subsequent to the first is, according to the legal definition of the phrase, a chose in action for the payment of money, and may be assigned, and a suit thereon maintained in the name of the assignee by virtue of the laws of this state.

HUNTER v. CONRAD et al.

(Circuit Court, D. Rhode Island. March 12, 1898.)

REMOVAL OF CAUSES—DIVERSE CITIZENSHIP—SEPARABLE CONTROVERSIES.

Under the act of August 13, 1888, § 2, whenever a controversy is wholly between citizens of different states, one of several defendants, being actually interested therein, a nonresident, and a citizen of another state, may remove it to a federal court, irrespective of whether the suit involves separable controversies or only one.

This was a suit by James C. Hunter against Mabel B. Conrad and others. The case was heard on a motion to remand to the state court.

Nathan W. Littlefield, for complainant.

Francis Colwell and Walter H. Barney, for respondents.

BROWN, District Judge. The citizenship and residence of the parties are as follows: The complainant is of New York; the respondent Mrs. Conrad, of Montana; the respondents Wood and Anthony, of Rhode Island. The suit was brought in the state court of Rhode Island. The removal was upon the sole petition of Mrs. Conrad; the Rhode Island respondents neither joining in the petition, nor objecting to the removal. The complainant moves to remand. As there are not on opposite sides of the controversy citizens of the same state, the controversy is "wholly between citizens of different