line in the same proportion that the navigable water line bears to the shore line."

The evidence touching the limits of the cove in question is not undisputed, and the court could not rightfully have withdrawn the question from the jury. It follows, necessarily, that the true location of the disputed line was a proper subject of negotiation and agreement between the parties or their grantors, and the court did not err in refusing the fourth request. The judgment below is affirmed.

GROSSCUP, Circuit Judge, by reason of sickness, did not share in the final consideration of this case.

TENNENT-STRIBLING SHOE CO. v. ROPER.

(Circuit Court of Appeals, Fifth Circuit. May 23, 1899.)

No. 743.

1. SUNDAY CONTRACT—VALIDITY AS TO THIRD PARTIES—EFFECT OF RATIFICATION.
   A debtor cannot defeat the collection of a valid debt by an assignee, on the ground that it was sold and assigned to him on Sunday, in violation of the laws of the state, where the transfer was subsequently ratified by the assignor, and became binding between the parties to it; and such ratification renders it valid from the date of the actual assignment for the purpose of an attachment thereon procured by the assignee on that day.

2. JURISDICTION OF FEDERAL COURTS—AMOUNT IN CONTROVERSY.
   Where an action in a federal court is based on several accounts, exhibited with the declaration, the amount of the accounts in the aggregate is the amount in dispute, and, when it exceeds $2,000, the court is not deprived of jurisdiction, though the defendant successfully attacks the validity of the transfer of one of the accounts to the plaintiff, reducing the amount remaining below the jurisdictional limit.

In Error to the Circuit Court of the United States for the Northern District of Mississippi.

Rice T. Fant, for plaintiff in error.

James Stone and C. L. Siveley, for defendant in error.

Before PARDEE, McCORMICK, and SHELBY, Circuit Judges.

SHELBY, Circuit Judge. 1. This is a suit for $2,336.64, begun by attachment by the Tennent-Stribling Shoe Company, a corporation chartered under the laws of Missouri, against W. E. Roper, a citizen of Mississippi. Of this sum $920.90 is an account which the plaintiff in error holds against the defendant in error for goods sold to him. The remainder of the sum sued for is composed of accounts which were held against the defendant in error by citizens of states, or by corporations organized and chartered in states, of which neither the plaintiff in error nor the defendant in error was a citizen. The assignee of such claims, if in the aggregate they reach the jurisdictional amount, can sue on them in the United States courts. Chase v. Roller-Mills Co., 56 Fed. 625; Bowden v. Burnham, 8 C. C. A. 248, 59 Fed. 752; Bergman v. Inman, 91 Fed.

293. Of the total sum sued for, $644.96 is an account against the defendant in error and in favor of Wm. R. Moore & Co. The other several accounts were transferred, in writing, to the plaintiff in error for a valuable consideration on the "20th of November, 1897." There is no controversy in the case, as shown in the evidence, except as to the transfer of the Wm. R. Moore & Co. account. That account is transferred in this language:

"Transfer of the account of Wm. R. Moore & Company. Nov. 20, '97. For value received, we hereby sell, transfer, and assign unto Tennent-Stribling Shoe Company, of St. Louis, Mo., the within account versus W. E. Roper.
"Wm. R. Moore & Company."

The attachment suit was brought on these several claims November 21, 1897. This was on Sunday, but the statutes of Mississippi permit the issuance and levy of attachments on Sunday. Ann. Code, § 139. A declaration was duly filed in the case. Subsequently, on the 8th of December, 1897, the defendant in the suit, W. E. Roper, moved the court to dismiss the case "because this court has no jurisdiction; because, at the time of suing out this attachment, defendant was only due or owed to the plaintiff the sum of $920.90." The case was tried and disposed of on this motion. The bill of exceptions shows that the "defendant, to sustain said motion to dismiss, by his counsel offered in evidence the declaration in attachment, with bills of particulars attached thereto, and the transfers on the bills of particulars." We have already given the contents of the transfer of the Wm. R. Moore & Co. account, dated November 20, 1897. The defendant then offered the evidence of one witness, O. C. Armstrong. His examination related alone to the transfer of the Wm. R. Moore & Co. account. Witness was a member of the firm of Wm. R. Moore & Co. To understand the case, it is necessary to give the material parts of Mr. Armstrong's statement:

"Q. What time did you actually and in fact close the sale of your firm's accounts with plaintiffs? A. That was actually done, I would say, about 4 o'clock Sunday evening, November 21st. Q. Was any part of the purchase money paid before Monday, the 22d, or on Monday, the 22d? A. No, sir. Q. Had any memoranda in writing been signed before or on Monday, the 22d of November? A. Any memoranda in writing? Q. Yes, sir,—evidencing the sale. A. No, sir. Q. I believe you stated in your direct examination that your firm owned the account after it was transferred to the plaintiff up until Monday, November 22d. Please explain what you mean when you state that your firm were the owners of the account until that day. A. When I made that statement, I forgot a telegram that passed Sunday evening, and I now remember that it did secure it Sunday evening. I was merely mistaken. Q. Then the sale was made on Sunday, was it not? A. Yes, sir. Q. When did you first deliver your account to the agent of the Tennent-Stribling Shoe Company, or the plaintiffs? A. I don't know, sir. It was done as soon as the clerks could make it out and put it in order. Q. That was some time after the 22d of November, was it not? A. Yes, sir."

On cross-examination, Mr. Armstrong testified that on the evening of November 20th he went on the train with Mr. Fant, the attorney for the plaintiff in error, to Byhalia; that the trip was made to investigate W. E. Roper's affairs; that witness had with him an itemized statement of the account of Wm. R. Moore & Co. against W. E. Roper; that it was on that evening agreed that the plaintiff in error could buy the account for 50 cents on the dollar