

Oreto, or to pass at all beyond the range of investigation especially pointed out by the agents of the American Government to its attention, appears to me certain. At a later stage of the difficulties, this policy appears to have been partially changed. The favourable effects of it are claimed as a merit in a portion of the papers before us, and I am ready at any and at all proper times to testify to my sense of its efficiency and value wherever it is shown. But after close examination I fail to see any traces of this policy in the present instance."

Farther on, Mr. Adams thus gives his views in full on the subject of due diligence:—

"These words, which are found in the first and third of the Rules prescribed by the Treaty of Washington for the government of the Arbitrators in making up their judgment, have given rise to much discussion in the preparatory arguments of the opposing parties. On the side of Great Britain an explanation of them is given in the 9th, 10th, and 11th propositions, laid down on the 24th and 25th pages of the Case. The subject is again considered in pages 21 and 22 of the volume, called the Counter-Case. It is again referred to in the 8th and 9th pages of the volume called the Argument or Summary. Lastly, it is treated in a more general way in the argument presented by Sir Roundell Palmer, counsel on behalf of Her Britannic Majesty, on the 25th of July last. On the side of the United States, an explanation is presented in pages 150 to 158 of the volume called the Case. It is again referred to in the sixth page of the Counter-Case. The subject is again treated in pages 316 to 322 of the Argument or Summary. Lastly, it is discussed in a more general way in the argument submitted by the counsel on behalf of the United States on the 5th and 6th of August. The objection which I am constrained to admit as existing in my mind to the British discussion, is that it appears to address itself for the most part to the establishment of limitations to the meaning of the words rather than to the explanation of the obligations which they imply. The objection which I am constrained to find to the American definition is that I do not find the word 'due' used in the sense attributed to it in any *Dictionary* of established authority. Yet it does not appear to me so difficult to find a suitable meaning for these words. Perhaps, it may have been overlooked from the very fact of its simplicity. I understand the word diligence to signify not merely work, but, to use a familiar phrase, work with a will. The force of the qualifying epithet 'due' can be best obtained by tracing it to its origin. All lexicographers derive it from the Latin verb '*debere*,' which itself is a compound of two words '*de*' and '*habere*,' which means '*quasi de alio habere*,' that is, in English, to have of or from another. Assuming this to be the primary meaning, I now come to the second step. The first having implied something received by one person from another, the second implies equally an obligation incurred thereby. '*Debere*,' in Latin,