

3281. In each case?—Yes, in each case.

3282. The Natives wished to surrender?—The Europeans particularly wished to surrender. Of course the Natives had to consent.

3283. You mean by the Europeans the tenants?—Yes, the lessees.

3284. What advantage did they expect to get from a surrender?—They got a thirty years' lease and a secure holding from the Public Trustee, with the right of renewal at the end of the term.

3285. Why should you, at the request of the tenants, endeavour to secure surrenders, unless in the interests of the Natives?—If it were a mutual arrangement it was as much to the benefit of one as the other. I considered it was my duty to do so, they having asked me.

3286. I understand that the tenants in each case asked you to endeavour to negotiate for a surrender?—Yes; but they had negotiated apart from me altogether; at the same time, I assisted them in the completion. The Public Trustee would not have accepted any surrender unless it came through me and I had certified it as being correct.

3287. The result was if a new lease was given they got a new tenure for thirty years?—Yes.

3288. Do you consider that in the interests of the Natives, to tie up the land for thirty years?—That was the intention of the Act, I understood, sir.

3289. How many of these surrenders do you say there were?—None were actually surrendered; they never got that far, because we found it required the consent of the whole of the Natives, and I found that practically could not be got. There were eight or nine, I think, I got in a fair way, and had we been able to get over that particular clause no doubt they would have been surrendered.

3290. *Mr. Levi.*] As to these new leases which were to be issued under the awards, had the old leases expired at the time?—No.

3291. *Mr. Stewart.*] At whose instigation was it these awards were proceeded with before the old leases had expired?—They were proceeded with?

3292. Yes?—Under the Act of 1887.

*Mr. Wilson:* The moment the Act came in Mr. Rennell acted under the Public Trustee; he took no independent action.

3293. *Mr. Stewart.*] I want to know why it was these confirmed leases were to be surrendered, and an arrangement made for issuing new leases for thirty years before the old terms had expired?—I could not reply to that—I must refer you to those who compiled the Act. I had nothing to do with it personally.

3294. You are aware the Natives have opposed the new leases?—Yes.

3295. There was a provision in the Act of 1887 allowing the Public Trustee to defer collecting the rents for a period of twelve months if he liked?—Yes.

3296. Do you know the reason of that?—No, I cannot say. I was not consulted.

3297. It was to allow the Public Trustee to hold his hand for twelve months in collecting the rents. Do you know why such a clause was inserted in the Act?—I cannot say. I presume it was to assist the lessees, who were in difficulties.

*Mr. Wilson:* I drew that clause under instructions. There is no doubt that it was drawn and enacted for the purpose of assisting the lessees under the Public Trustee's leases who were then unable, many of them, to pay the rents fixed.

3298. *Mr. Peacock:* In arranging for the surrender of these leases you spoke of, was there any case in which you did so at the request of the lessees, without their having previously made such an arrangement with the Natives outside?—No, they negotiated previously with the Natives.

3299. Then, was your action dependent on their previously having arranged amongst themselves?—I was simply officially putting the thing into shape for the purpose of assisting in the matter.

3300. But in most or all of the cases, do you say the matter had been arranged—that the lessees had got the Natives to consent before you had anything to do with it?—Yes.

3301. That is so?—Yes.

3302. *Hon. the Chairman.*] Is there any instance amongst the confirmed lessees in which rent had been prepaid?—Yes.

3303. And you respected that prepayment?—Yes. I found rent had often been paid in advance. When I speak of myself I mean acting under the Public Trustee.

3304. Was that the case in all these leases?—Some small advances, I think, had been paid to the lessors in nearly every case. I will not say in all, but in nearly all. I think in some cases the amounts were large, and in some cases small. In one case it was £1,000, and in another twelve and a half years' rent.

3305. These prepayments are not all exhausted now, I presume?—The one of £1,000 expires, I think, somewhere about the present time; but the twelve and a half years' rent will not expire until the year 1898.

3306. Do you know the reason why that £1,000, or any other large prepayment, was made?—Yes. At that time Te Whiti used to hold periodical feasts at Parihaka, and the Natives wanted supplies to take there, and the head men used to run to the storekeeper or lessee, as the case might be, and get large quantities of goods or money and take it away to Parihaka.

3307. You say "to the storekeeper or lessee," but they were not identical, were they?—In the case of the larger amounts they were—the two specially large ones. I do not allude to Macgregor.

3308. Which are the two large ones you speak of?—The confirmed leases 26 and 27. In one case there was £1,000, and in the other twelve and a half years' rent.

3309. Where was the inducement to the European lessee in either of these cases to give this enormous prepayment?—I could not give an opinion on that, sir. I have no knowledge of it.

3310. Were these prepayments made to your knowledge in money or in stores?—I only went by the receipts put into my hands, which I inquired into.