Objection To Plan No. 101-0810796
Diplomatic Compound – USA, Hebron Road, Jerusalem
Submitted: 30 January 2023

Filed before:
1. The Jerusalem District Planning and Building Committee - to email: InbarGo@iplan.gov.il; jer-technun@iplan.gov.il
2. Ambassador Thomas R. Nides - United States Embassy in Israel
3. Secretary of State Antony Blinken

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An objection is hereby submitted to Plan No. 101-0810796 – “Diplomatic Compound – USA, Hebron Road, Jerusalem” (hereinafter: “the plan”).

For the sake of transparency, it should be noted that on 10 November 2022, a letter was sent by Adalah – The Legal Center for Arab Minority Rights in Israel, Haifa, and the Center for Constitutional Rights, New York, to the United States Ambassador to Israel Thomas R. Nides, and United States Secretary of State Antony Blinken, which briefly detailed the arguments put forth in this objection. No response has been received to date.

The objectors

1. Rashid El Khalidi – US citizen
2. Raja El Khalidi – US citizen
5. Mohammad Qleibo – Resident of East Jerusalem
6. Azzam Abu Soud – Resident of East Jerusalem
7. Hania El Khalidi – Resident of East Jerusalem
8. Mahdi Qleibo – Resident of East Jerusalem
9. Munir Qleibo – Resident of East Jerusalem
10. Ola El Khalidi – Resident of Jordan
11. Maha El Khalidi – Resident of Jordan
12. Huda El Khalidi Abd Elshafi’i – Resident of Jordan

The objectors are descendants of the Palestinian owners of the land in Jerusalem that is subject to the plan in question, which proposes to build the U.S. Embassy within its borders. Objectors 1 and 2 are descendants of the late Amira El Khalidi; objectors 3, 10, 11, and 12 are descendants of the late Shahinda Al-Fitiani; objectors 4 and 7 are descendants of the late Sheikh Muhamed El-Khalili; objector 6 is a descendant of the late Tawfik Abu Soud; objectors 8 and 9 are descendants of the late Hassan Abdul Razzaq Qleibo; and objector 5 is a descendant of the late Hussein Abdul Razzaq Qleibo.
Introduction

The plan in question, which was initiated by the U.S. Embassy in Israel and the Israel Land Authority, seeks to situate the U.S. Embassy on plots of land illegally confiscated from their Palestinian owners – Palestinian refugees and displaced persons since 1948.

By planning and building the embassy on the proposed site, the plan and its initiators will violate the Palestinian landowners’ rights to [private] property. The land in question was confiscated by Israel, in violation of international law, under the Absentees’ Property Law – 1950, which is widely viewed as an arbitrary, sweeping and draconian law, and which is based on the racially-motivated goal of establishing control over the Palestinian refugees’ land. The confiscation of the refugees’ property, as mentioned, is in violation of international law, which absolutely prohibits the permanent expropriation of the private property of people made refugees in war.

Planning and building the embassy as proposed in the plan would also violate Jerusalem’s special status a corpus separatum under international law; it would consolidate the illegal annexation of East Jerusalem and reinforce Israel’s position that a “united Jerusalem” should serve as its capital, in breach of international law.

The plan and its goals

1. The plan is initiated by the U.S. Embassy and the Israel Land Authority, and located on plot 19 in block 30300 in Jerusalem on an area of 30,560 dunams [approximately 7,551 acres]. Its stated purpose is “to establish a diplomatic complex for the United States government that includes an embassy, offices, staff residences, parking lots, an area for parking vehicles and security buildings.” Accordingly, the main provisions of [the plan] include, inter alia, the determination of appropriate designations and uses [of the land]; the determination of building lines, instructions for construction and architectural design and the development of the area; the determination of instructions for the construction of walls around the premises; the specification of a ten-story building; the establishment of construction spaces within the area under the plan; instructions for the issuance of building and occupancy permits; instructions

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1 Section 1.8.1 of the Plan’s instructions.
2 Section 2.1 of the Plan’s instructions.
concerning stages of development; instructions regarding archeological finds; and the establishment of environmental guidelines to prevent environmental nuisances.

Aerial footage of the plot of land within the area of the plan (2021)

Source: Israeli Government Mapping Website [www.govmap.gov.il]

2. The decision to submit the plan was made on 15 February 2021, during a discussion in which four officials from the U.S. State Department participated: Shane Gerson, director of the embassy project in Jerusalem; Stephanie Felton, leader of the regional projects in the Middle East and North Africa; Noelle Trent, a civil engineer in the State Department; and Marcus Hebert, Director of Project Management in the State Department. During the discussion, the aforementioned representatives presented the plan as drafted by the U.S. administration (see Map No. 1 - Visualization sketch for the plan produced by the U.S. State Department).

3. The transcript of the aforementioned discussion concerning the submission of the plan indicates that the initiation of the plan followed then-U.S. President Trump’s decision of
December 2017 to move the U.S. Embassy from Tel Aviv to Jerusalem, and to recognize the latter as the capital of the State of Israel.³ [The transcript] further clarifies that the plan in question forms part of the planning of two U.S. diplomatic compounds in Jerusalem – one in the area of the plan in question and the other on the site known as the ‘Arnona site’, advanced as part of Plan No. 101-0823922 “Diplomatic compound, US Arnona, Jerusalem”. In this context, Mr. Shane Gerson, the director of the embassy project in Jerusalem, clarified that, apparently, it would be necessary to develop both sites in order to build the embassy and all of the associated complexes and facilities. Mr. Gerson clarified in this respect that, “We’ve presented construction plans for what we refer to as the properties in Allenby and Arnona. The State Department needs to develop both properties. However, because we are still in the final stages of our lease agreements with the Israeli government, we cannot commit to this or that site until we have ownership and possession of the site. That is why we are investing efforts in both sites at the same time. Once a site is chosen, we will use that site for the Embassy and we will use the other site as well. We need these two properties, [as] we have a large number of employees in Israel. We want to make sure that we have the proper premises and facilities to support the Embassy. So, one complex will be [allocated] for the Embassy’s office building and the other complex will be used for other purposes, and will be developed after the Embassy is built...We are speaking of an investment of around 650 million dollars.”⁴

**The background of ownership in the area of the plan**

4. Historical and archival research into the land included in the Plan (plot 19 in block 30300) indicates that the area covers parts of plots 10, 11, 20, 21 and 22 in block 30113, according to the numbering [of plots] made during the British Mandate period. These plots were used by the Mandate authorities for part of a site known as the ‘Allenby Barracks’, according to a study by Dr. Walid Khalidi, published in 2000.⁵ It is also evident in the boundaries of the plan as delineated on a map produced by the Mandate authorities for the site (see Map no. 2 – The boundaries of the plan against the background of a Mandatory map for the Allenby Barracks site), and in a map that was produced in the “Historical Survey” that was conducted as part of

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³ Transcript of the Committee’s discussion, 15 February 2021, p. 71.
⁴ Transcript of the Committee’s discussion, 15 February 2021, p. 68.
the planning process (see Map No. 3 – “Map of the Allenby Base Compound, 1963 (from the Israeli Military’s Archives)”, which was included as Map No. 10 in the historical survey in the Plan’s accompanying documents).

5. The aforementioned plots were leased to the Mandate authorities by their Palestinian owners for annual rent. The “Hiring Agreements”, claims for payment of rent, and lists for calculating municipal property tax that were found in the state archives indicate that the ownership of the above-mentioned plots was in the hands of many Palestinian families who lived in Jerusalem at the time. These included, *inter alia*, the families of Habib, El Khalidi, Al Fitiani, Qleibo, Abdul Wahab, El-Khalili, Turujman, Abdul Razzaq, Al Khalidi, Rashil, Abu Sowan, Dajani, among others, as well as *Waqf* [endowment of] Sheikh El-Khalili (see Appendix A - Lease agreements, lawsuits, and notices for the payment of rent and property tax payment lists from the Mandate period). The archival documents, though incomplete, make clear the following in relation to the ownership of the land:

   a) Plot 10 was owned, among others, by Latifa, daughter of Francis Rashil.
   b) Plot 11 was owned, among others, by Alin Bishara Habib.
   c) Plot 20 was owned, among others, by Najib Bey Abu Sowan.
   d) Plot 21 was owned, among others, by Sheikh Mahmud Dajani, Tawfiq Abu Soud.

6. With the end of the British Mandate and following the 1947-1948 Nakba, the landowners, like most of the residents of Jerusalem and Mandatory Palestine, were expelled from their homes.
and property and became refugees and [internally-] displaced persons, some outside the territories of Mandatory Palestine and other in the territories occupied by Israel in 1967. The objectors, who are descendants of some of the aforementioned landowners, are now U.S. citizens, Jordanian citizens, and East Jerusalem residents. With the establishment of the State of Israel and the annexation of Jerusalem, all of the aforementioned plots were illegally confiscated from their Palestinian owners under the Israeli Absentees’ Property Law – 1950 (hereinafter: Absentee Property Law), as will be detailed below. Thus, the ownership was transferred to the Development Authority[6] and, following planning, consolidation and re-division procedures, ownership of the plots was registered, in accordance with a new numbering system, in the name of the State of Israel.

7. According to various documents, the aforementioned land was leased to the U.S. government in 2004,7 and there are indications that a lease agreement has been in place since 1998.

The plan is void due to failure to fulfill the publication conditions within a fixed period

8. The objectors argue that the plan is void and the [District Planning and Building] Committee had no authority whatsoever to publish the plan for submission, due to its failure to fulfill the conditions of submission within the timeframe established for it.

9. The decision to submit the plan upon the fulfilment of conditions [see detailed explanation below] was made by the District Committee for Planning and Building on 15 February 2021 (hereinafter: the Committee). The Committee stipulated approximately 28 conditions [to be met prior to official] submission in the areas of construction, environment, transportation etc. Due to the nature of the conditions, the Committee decided, inter alia, that, “In view of the additions and amendments to be made to the plan’s documents in accordance with this decision, a condition for publishing the plan will be the presentation of the revised documents in accordance with this decision to the full Committee”, and that the decision “will become void seven months from the date it was delivered to the body which submitted it, pursuant to

6 [The Development Authority is a governmental authority that was established under the ‘Development Authority (transfer of property) law, 5710-1950’, and to which the Palestinian Refugees properties are sold, by the Custodian for Absentees Property]

Section 86 D of the Planning and Building Law 5725-1965, if the conditions stipulated therein are not fulfilled.”

10. Approximately one year and three months after the aforementioned decision was issued, on 2 May 2022, the Committee decided that, “following Section 29 of the Committee’s decision of 15 February 2021, and after the revised plan was presented to the committee in accordance with said decision, the Committee has decided on the [official] submission of the plan. The Committee will point out that Section 28 of the decision, dated 15 February 2021, which refers to an approved designation [of land] for hotels, was written in error, and therefore the Committee decides to cancel it. In addition, and in view of the characteristics of the complex, the Committee has decided to cancel Section 27 of the decision of 15 February 2021 concerning the plan’s expiration order. The other clauses of the decision from 15 February 2021 will remain as is.”

11. Although the Committee’s decision on the matter in question, dated 8 August 2021, indicates the cancellation of some of the conditions of the submission, the transcript of the discussion within the District Committee on the matter indicates that the recording of the meeting was proactively stopped, an action that contravenes the obligation to conduct and hold a transparent and public discussion on this matter. The decision is therefore fundamentally unsound, with implications for its legal validity. In any case, the aforementioned decision of 2 May 2022 clearly indicates that there was a discussion regarding the fulfillment of the conditions of the submission, which were accepted by the Committee in its decision of 15 February 2021; that is, about one year and three months, as stated [rather than seven months, as the Committee previously determined].

12. In light of the above, and since no extension was requested to fulfill the conditions as required by the Committee’s decision of 15 February 2021, the plan is void and no longer in effect.

13. Therefore, the decision and its publication lack the requisite authority and are invalid.
Violation of absolute prohibitions under international law

14. The objectors argue that the approval of the plan in question and construction of the U.S. embassy on land belonging to Palestinian refugees constitutes a blatant violation of international law, including absolute prohibitions in international law.

15. With the enactment of the Absentee Property Law [in 1950], the official international position of the State of Israel was that this law, enacted as a direct consequence of the war, was an emergency law, exceptional in nature, and that it did not intend to confiscate the refugees’ property permanently. With this position, Israel sought to address developments in international law that followed World War II, according to which the act of confiscating the properties of enemy subjects after the end of the war constituted a blatant violation of the laws of war. Over time, however, it became clear that Israel’s conduct via-à-vis he refugees’ properties deviated from and even contradicted the afore-stated position.

16. Based on Israel’s conduct towards the properties of the Palestinian refugees, there is a consensus today that the Absentees’ Property Law is the most arbitrary, discriminatory, sweeping, and draconian law enacted by the State of Israel. The law was drafted with racist motivations, and its sole purpose was to expropriate the properties of the Palestinian refugees and internally-displaced persons. This purpose is evident in a court judgment from 1978: “[The Custodian for Absentees’ Property’s] eyes are fixed on that person’s [the absentee’s] property only, and only this property is of interest to the Custodian, as – the property is mine but the body and soul [of the landowner] is to whomsoever desires.” The arbitrary, sweeping nature of the law is evident from its automatic application; that is, if the conditions of absenteeism as defined in the law pertain, the property automatically becomes an ‘absentee property’ and is transferred to the Custodian, without the need for any legal action on the Custodian’s part. As the [Israeli] Supreme Court found in this connection, “it is certainly possible that at least some

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of the legislative provisions in the law, if they were enacted today, would not pass the constitutional tests.”

17. The racist basis and purpose of the law became even clearer following the occupation of the West Bank in 1967 and the illegal annexation of East Jerusalem. Some of the legal proceedings that followed the annexation were collated in the Legal and Administrative Procedure Law [combined version] of 1970. Article 5 of the law established a framework for the reclamation of properties managed by the Jordanian Custodian of Enemy Property until the Israeli occupation of 1967, by Jewish-Israelis who claimed ownership over them. The enactment of the aforementioned law, which, in practice, created an obligation to release properties in East Jerusalem to which Jews had claims dating from before 1948 to their Jewish owners, together with Israel’s perception of a “united Jerusalem”, raised the question of a parallel reclamation of properties located in West Jerusalem to their “absentee” Palestinian owners. As stated above, these properties were owned by Palestinian residents of East Jerusalem who were displaced from their homes during the 1948 war and were classified as “absentees” under the Absentee’s Property Law, including objectors 5-8.

18. In order to preclude the release of Palestinian properties in Jerusalem, the Knesset enacted the Absentees’ Property Compensation Law, 5733-1973, which annuls any right to take legal action against the Custodian and stipulates that, “From the date of the coming into force of this Law, an absentee’s claim for a right in property, or for the release of property under Article 28 of the Absentees’ Property Law, 5710-1950 … shall not be heard save in accordance with this Law.” Article 4 of the law provides for the possibility to claim compensation within fifteen years of the date of its entry into force.

19. Thus, following the illegal annexation of East Jerusalem and Israel’s declaration of a “united Jerusalem” as its capital, racist legislative provisions were enacted that established an obligation to release properties of Jews who claim historical ownership of properties in East Jerusalem, while those provisions deny the Palestinians their right to reclaim their properties in Jerusalem.

11 Meron Benvenisti, The Torn City (University of Minnesota Press 1976).
20. Over the years, it became clear that, per Israel’s position, these properties are, in practice, permanently confiscated, and that the State of Israel is entitled to use them as an owner would. In response to Adalah’s letter dated 27 May 2009 concerning the sale of Palestinian refugees’ properties, the Attorney General clarified that the refugees’ properties “were transferred to the Development Authority from the hands of the General Custodian in accordance with the 1950 Absentees’ Property Law... [and that] in accordance with the law, the transfer of the properties from the Custodian to the Development Authority gives the buyer full ownership of the property, and the right of the absentee applies to the property’s price...”\(^{12}\)

21. This position of the authorities, which constitutes a permanent confiscation of the property rights of the Palestinian refugees, constitutes a violation of international humanitarian law (The Regulations Attached to the Hague Convention on the Laws of War on Land from 1907), which establishes an obligation to respect private property and expressly prohibits the final expropriation of property after the end of hostilities. Thus, the confiscation of Palestinian refugees’ properties is considered plunder [of property], which was defined as a war crime at The Nuremberg Trials.\(^{13}\)

22. The Hague Regulations are considered to embody rules of customary international law and violation of the obligations set forth in the Regulations were considered a war crime and those responsible for it could be prosecuted. Therefore, the 1945 London Agreement that established the Nuremberg Military Tribunal, of which the U.S. was a signatory, defined war crimes as including “plunder of public or private property” of victims of war.\(^{14}\)

23. Article 46 of the Hague Regulations [of 1907], establishes an obligation to respect private property and expressly prohibits its confiscation: “Private property cannot be confiscated.” The *Krupp* case at the Nuremberg Trials was the first to address expropriation of properties after the end of hostilities in World War II. The tribunal held, *inter alia*, that the aforementioned

\(^{12}\) Response to Adalah’s letter, from the Attorney General’s Office, dated 27 August 2009.


\(^{14}\) Charter of the International Military Tribunal, Article 6(b), in the Agreement for the Prosecution and Punishment of the Major War Criminals of the European Axis. Signed at London, on 8 August 1945.
confiscation constitutes a violation of Article 46 of the Hague Regulations, which, as stated, prohibits the confiscation of private property. As the tribunal ruled:

“We conclude from the credible evidence before us that the confiscation of the Austin plant based upon German inspired anti-Jewish laws and its subsequent detention by Krupp firm […] was also a violation of Article 46 of the Hague Regulations which provides that private property must be respected: that the Krupp firm […] voluntarily and without duress participated in these violations by purchasing and removing the machinery and leasing the property of the Austin plan and in leasing the Paris property …”\textsuperscript{15}

24. In response to the defense claim that the laws of belligerent occupation do not prohibit the seizure and use of property in occupied territories, the court ruled that, since Article 46 obliges states to respect the right to property, this right is also violated when property is seized and its owners are prevented from using it and exercising their legal right to it:

“Article 46 stipulates that private property . . . must be respected.” However, if, for example, a factory is being taken over in a manner which prevents the rightful owner from using it and deprives him from lawfully exercising his prerogative as owner, it cannot be said that his property ‘is respected’ under Article 46 as it must be.”\textsuperscript{16}

25. Even the payment of compensation in this regard, as implied by the aforementioned position of the Attorney General, does not remedy the aforementioned violation of the right to property in view of the total confiscation of the refugees’ property. It was similarly determined in the case of IG Farben at the Nuremberg Trials that a monetary payment does not relieve the act of its unlawful character.

“The payment of a price or other adequate consideration does not, under such circumstances, relieve the act of its unlawful character. Similarly where a private individual or a juristic person becomes a party to unlawful confiscation of public or private property by planning and executing a well-defined design to acquire such property permanently, acquisition under such


circumstances subsequent to the confiscation constitutes conduct in violation of the Hague Regulations.”

26. The aforementioned determinations are all the more pertinent in light of the right of the Palestinian refugees to return to their homeland and to restitution of their property under United Nations General Assembly Resolution 194 of December 1948.

**Violation of Jerusalem’s special status under international law**

27. [The objectors] argue that the approval of the plan and maintaining the U.S. embassy in Jerusalem constitute a violation of international law. This is likewise the case with regard to the current location of the embassy, in what is known as the ‘Arnona’ complex, and the recognition of Jerusalem as the capital of Israel during the Trump administration.

28. Since UN General Assembly Resolution 181 of 1947, Jerusalem has been regarded as having a special separate status (*corpus separatum*). Nevertheless, then-Defense Minister David Ben-Gurion, in issuing Proclamation No. 1 on 2 August 1948, provided for the annexation of Jerusalem, according to which it was announced, *inter alia*:

> “Whereas the area of Jerusalem, including most of the city, part of its surroundings and western approaches, is held by the Israel Defense Force, which is under my authority;
> And whereas the Israel Defense Force is duty bound to maintain public safety and security and to preserve the rule of law in the held territory;
> Therefore I, David Ben-Gurion, Minister of Defense, hereby proclaim on behalf of the High Command of the Israel Defense Force that:
> 1. The term ‘held territory’ means the area including most of the city of Jerusalem, part of its surroundings and western approaches and the roads linking Jerusalem with the coastal plain...
> 2. The law of the State of Israel applies in the held territory.”

29. As a result of Jerusalem’s status under international law, and despite Ben-Gurion’s aforementioned proclamation, sovereignty over Jerusalem remains, to this day, for most

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18 UNGA Resolution 194 (III), 11 December 1948.
19 Official Gazette No. 12, 2 August 1948, p. 66.
countries in the world, undefined. Such was also the official position of the U.S. for decades. In 1953, the U.S. State Department opposed the transfer of the Israeli Ministry of Foreign Affairs to Jerusalem and refused to move the U.S. Embassy to Jerusalem, citing the position of international law and the special status of Jerusalem (see Appendix B - press release from the US State Department, dated 28 July 1953).

30. The decision to move the U.S. embassy to Jerusalem also has [substantial] consequences for the status of East Jerusalem, as an occupied territory under international law. As is well known, after the occupation of 1967, Israel illegally annexed some of the occupied territories, East Jerusalem, and transferred them to the jurisdiction of the Jerusalem Municipality. In 1980, the Knesset enacted the Basic Law: Jerusalem, Capital of Israel, which states that “The complete and united Jerusalem is the capital of Israel.”  A similar assertion was enshrined in the Basic Law: Israel – The Nation State of the Jewish People in 2018.

31. In view of Israel’s [official] position and its unilateral steps as described above, the separation that has supposedly been made in this matter by the US administration between Jerusalem and the territories that were annexed after the war in 1967 is artificial. Indeed, it is impossible to separate the question of the relocation of the U.S. embassy to Jerusalem from Israel’s position on the status of “united Jerusalem”, including East Jerusalem, as the capital of Israel. Therefore, the act of moving the embassy to Jerusalem, regardless of its exact location, itself disregards the international consensus and signals the endorsement of Israel’s illegal annexation.

32. The relocation of the embassy, along with the plan in question, also constitutes a violation of the Vienna Convention on Diplomatic Relations, of 1961, to which the United States, Israel, and Palestine are parties. The convention requires that any diplomatic mission that is established must be in the sovereign territory of that country, and since Jerusalem has a special legal status under international law, this move constitutes a breach of the Vienna Convention.

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The relocation of the embassy also violates the right of the Palestinian people to self-determination, as was also confirmed in the Advisory Opinion of the International Court of Justice (ICJ) on the legal Consequences of the Construction of a Wall in the Occupied Palestinian Territory, dated 9 July 2004.

**Conclusion**

The approval the [Diplomatic Compound] plan and the consequent relocation of the U.S. embassy to the proposed site will violate the property rights of the objectors – Palestinian refugees and internally-displaced persons – some of whom are U.S. citizens, while others are Jordanian citizens or residents of East Jerusalem. Such a move is absolutely prohibited under international law. Additionally, the plan violates international law as it relates to the special status of Jerusalem, and will serve to consolidate Israel’s illegal annexation of East Jerusalem.

You are therefore hereby requested to rescind the plan in question, and to refrain from approving it or acting upon it.

______________________________
Dr. Suhad Bishara, Adv.
Attorney for the objectors
List of Appendices

Appendix A - Lease agreements, lawsuits, and notices for the payment of rent and property tax payment lists from the Mandate period.

Appendix B - Appendix B - press release from the US State Department, dated 28 July 1953.

List of Maps

Map No. 1 - Visualization sketch for the plan produced by the U.S. State Department.

Map No. 2 - The Plan’s boundaries against the background of a Mandatory map for the Allenby Barracks site.

Map No. 3 - “Map of the Allenby Base Compound, 1963 (from the IDF Archives)”. Source: Leshem-Shafer Environmental Quality Ltd., “Historical Survey” (5 September 2021) (documents accompanying the plan), sketch no. 10.
HIRING AGREEMENT No.

An agreement made this 23rd day of May 1947 between Latifa daughter of Francis Bashil, Ain Karim Village, Jerusalem Sub-District. (hereinafter called the Landlord) of the one part and the District Commissioner of Jerusalem District on behalf of the Government of Palestine (hereinafter called the Tenant) of the other part.

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first Schedule hereto, situated in the Allenby Barracks for the period 1st April 1947 to 31st March, 1948, determinable as hereinafter provided, at an annual rent of £P 14.135 mils. per annum, payable by half-yearly instalments, the first instalment being paid annual 3 months after the commencement of this agreement, namely on 6 months.

2. THE TENANT AGREES:
   i) to pay the rent in the manner aforesaid.
   ii) not to assign the tenancy save to Officers of the Government of Palestine or His Majesty's Forces without the written consent of the Landlord previously obtained.

3. AND IT IS AGREED THAT:
   i) The Tenant may, by giving one month's notice in writing to the Landlord, determine the tenancy hereby granted on any day.
   ii) The tenant may, during the tenancy, carry out any work on the said land, including the erection of buildings and the installation of fixtures etc. which he may desire.
   iii) The Tenant may at any time remove all or any of the buildings or other structures or materials erected or placed by him upon the land and shall, at the expiration of the tenancy, if so required by the Landlord, restore the said land as nearly as may be to the state in which it was when first hired or pay compensation in lieu of such restoration, PROVIDED ALWAYS that such compensation shall not be greater than the value of the land at the time when possession thereof was first taken, no account being taken of any appreciation in the value thereof due to the emergency.
   iv) Should the Landlord so desire and the Tenant agree, any buildings or other structures may be left intact on the land, the Landlord paying to the Tenant or allowing to him as deductions from any sums due to the Landlord under this Agreement such sum as is agreed to be the value of such work, and such amount shall in case of dispute be determined by an Arbitrator appointed by the parties hereto.

4. THE LANDLORD AGREES:
   i) That the Tenant performing his obligations hereunder shall peaceably hold and enjoy the aforesaid land during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him.
   ii) To pay all and discharge all outgoings imposed on the said land or upon the occupier thereof by the Government or any Local Authority.

5. Notwithstanding anything to the contrary herein contained the Tenant undertakes for the purposes of Section 2 (2) of the Defense (Exemption from Rates) Regulations, 1943, to bear any increase in rates directly due to the Tenant's occupation.
6. AND IT IS FURTHER AGREED AND DECLARED:

i) That any notice required under this Agreement may be given by registered letter and the parties hereto waive any right to be served with a notarial notice notwithstanding anything contained in the Ottoman Code of Civil Procedure.

ii) That any notice dispute whatever between the parties on any matter arising out of this Agreement and the tenancy hereby concluded, shall be referred to a Committee consisting of the Assistant District Commissioner and the District Engineer of the Public Works Department, both of the District in which the land is situated, and a Military Member to be nominated by the Tenant and the decision of the said Committee on such questions shall be absolutely final and binding on both parties.

7. THE SCHEDULE

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SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand this 23rd day of May 1947

Signed by the Landlord in the presence of

[Signature]
Witness

[Signature] 
Landlord

Signed by the Tenant in the presence of

[Signature] 
Tenant

[Signature] 
Witness

2396/PP&TJ/P 4/44
HIRING AGREEMENT NO.

An agreement made this 20th day of June 1947

Nina Bichara Habib
Nablus Road, Jerusalem

(hereinafter called the Landlord) of the one part and the

District Commissioner of Jerusalem District, on behalf of the
Government of Palestine (hereinafter called the Tenant) of the other part.

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first
Schedule hereto, situated in the Allenby Barracks, for the
period 1st April, 1947 to 31st March 1948
determinable as hereinafter provided, at an annual rent of £P
708 mls
payable by half-yearly instalments, the first instalment being paid
annual.

2. THE TENANT AGREES:

   i) to pay the rent in the manner aforesaid.

   ii) not to assign the tenancy save to Officers of the Government of Palestine or His
   Majesty's Forces without the written consent of the Landlord previously obtained.

3. AND IT IS AGREED THAT:

   i) The Tenant may, by giving one month's notice in writing to the Landlord, determine
   the tenancy hereby granted on any day.

   ii) The Tenant may, during the tenancy, carry out any work on the said land, including
   the erection of buildings and the installation of fixtures etc. which he may desire.

   iii) The Tenant may at any time remove all or any of the buildings or other structures
   or materials erected or placed on the land and shall, at the expiration of the
   tenancy, if so required by the Landlord, restore the said land as nearly as may be to
   the state in which it was when first hired or pay compensation in lieu of such restoration,
   PROVIDED ALWAYS that such compensation shall not be greater than the value of the
   land at the time when possession thereof was first taken, no account being taken of any
   appreciation in the value thereof due to the emergency.

   iv) Should the Landlord so desire and the Tenant agree, any buildings or other
   structures may be left intact on the land, the Landlord paying to the Tenant or allowing to
   him as deductions from any sums due to the Landlord under this Agreement such sum as
   is agreed to be the value of such work, and such amount shall in case of dispute be
   determined by an Arbitrator appointed by the parties hereto.

4. THE LANDLORD AGREES:

   i) That the Tenant performing his obligations hereunder shall peaceably hold and
   enjoy the aforesaid land during the said term without any interruption by the Landlord or
   any person rightfully claiming under or in trust for him.

   ii) To pay all and discharge all outgoings imposed on the said land or upon the
   occupier thereof by the Government or any Local Authority.

5. Notwithstanding anything to the contrary herein contained the Tenant undertakes for
the purposes of Section 2 (2) of the Defence (Exemption from Rates) Regulations, 1943,
to bear any increase in rates directly due to the Tenant's occupation.
6. AND IT IS FURTHER AGREED AND DECLARED:

i) That any notice required under this Agreement may be given by registered letter and the parties hereto waive any right to be served with a notarial notice notwithstanding anything contained in the Ottoman Code of Civil Procedure.

ii) That any notice dispute whatever between the parties on any matter arising out of this Agreement and the tenancy hereby concluded, shall be referred to a Committee consisting of the Assistant District Commissioner and the District Engineer of the Public Works Department, both of the District in which the land is situated, and a Military Member to be nominated by the Tenant and the decision of the said Committee on such questions shall be absolutely final and binding on both parties.

7. THE SCHEDULE:

<table>
<thead>
<tr>
<th>Block No.</th>
<th>Parcel No.</th>
<th>Area (Metric Dns.)</th>
<th>Share</th>
<th>Area of Share M. Dns.</th>
<th>Rental Rate p.a.p.d. in Mils</th>
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</table>

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand this 20th day of June 1947

Signed by the Landlord in the presence of

[Signature]

Witness

[Signature]

Witness

Signed by the Tenant in the presence of

[Signature]

Witness

[Signature]

Tenant

DISPATCH COMMISSIONER
JERUSALEM, DISTRICT.
HIRING AGREEMENT NO. 3120 day of May 1947

Mr. Henne Aboussouen, c/o Lutfi Aboussouen, Commercial Centre

Jerusalem

(Jerusalem District Commissioner of Jerusalem on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and the

Tenant, Mr. Henne Aboussouen, of the other part.

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first Schedule hereto, situated in the Area of the Allenby Barracks for the period from 1st April 1947 to 31st March 1948

determinable as hereinafter provided, at an annual rent of £P 25,162 miles

payable by instalments, the first instalment to be paid in annual

2. THE TENANT AGREES:

i) to pay the rent in the manner aforesaid.

ii) not to assign the tenancy save to Officers of the Government of Palestine or His Majesty's Forces without the written consent of the Landlord previously obtained.

3. AND IT IS AGREED THAT:

i) The Tenant may, by giving one month's notice in writing to the Landlord, determine the tenancy hereby granted on any day.

ii) The Tenant may, during the tenancy, carry out any work on the said land, including the erection of buildings and the installation of fixtures etc. which he may desire.

iii) The Tenant may at any time remove all or any of the buildings or other structures or materials erected or placed by him upon the land and shall, at the expiration of the tenancy, if so required by the Landlord, restore the said land as nearly as may be to the state in which it was when first hired or pay compensation in lieu of such restoration, PROVIDED ALWAYS that such compensation shall not be greater than the value of the land at the time when possession thereof was first taken, no account being taken of any appreciation in the value thereof due to the emergency.

iv) Should the Landlord so desire and the Tenant agree, any buildings or other structures may be left intact on the land, the Landlord paying to the Tenant or allowing to him as deductions from any sums due to the Landlord under this Agreement such sum as is agreed to be the value of such work, and such amount shall in case of dispute be determined by an Arbitrator appointed by the parties hereto.

4. THE LANDLORD AGREES:

i) That the Tenant performing his obligations hereunder shall peaceably hold and enjoy the aforesaid land during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him.

ii) To pay all and discharge all outgoings imposed on the said land or upon the occupier thereof by the Government or any Local Authority.

5. Notwithstanding anything to the contrary herein contained the Tenant undertakes for the purposes of Section 2 (2) of the Defence (Exemption from Rates) Regulations, 1943, to bear any increase in rates directly due to the Tenant's occupation.
6. AND IT IS FURTHER AGREED AND DECLARED:

i) That any notice required under this Agreement may be given by registered letter and the parties hereto waive any right to be served with a notarial notice notwithstanding anything contained in the Ottoman Code of Civil Procedure.

ii) That any notice dispute whatever between the parties on any matter arising out of this Agreement and the tenancy hereby concluded, shall be referred to a Committee consisting of the Assistant District Commissioner and the District Engineer of the Public Works Department, both of the District in which the land is situated, and a Military Member to be nominated by the Tenant and the decision of the said Committee on such questions shall be absolutely final and binding on both parties.

7. THE SCHEDULE

| Block No. | Parcel No. | Area (Metric Dns.) | Share | Area of Share M. Dns. | Rental Rate p.a.p.d. in Mil.
<table>
<thead>
<tr>
<th></th>
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SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand this 31st. day of May 1947.

Signed by the Landlord in the presence of

Signed by the Tenant in the presence of

Witness

Witness

DISTRICT COMMISSIONER
JERUSALEM DISTRICT.
HIRING AGREEMENT NO.

The agreement made this 31st day of May 1947 between Mr. Negib Aboussouh, 6/0 Commercial Centre, Jerusalem, hereinafter called the Landlord) of the one part and the District Commissioner of Jerusalem District, on behalf of the Government of Palestine (hereinafter called the Tenant) of the other part.

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first Schedule hereof, situated in the Allenby Barracks, Jerusalem, for the period 1st April, 1947 to 31st March, 1948.

Per annum, payable by half yearly instalments, the first instalment being paid annual

2. THE TENANT AGREES:

   i) to pay the rent in the manner aforesaid.

   ii) not to assign the tenancy save to Officers of the Government of Palestine or His Majesty’s Forces without the written consent of the Landlord previously obtained.

3. AND IT IS AGREED THAT:

   i) The Tenant may, by giving one month’s notice in writing to the Landlord, determine the tenancy hereby granted on any day.

   ii) The Tenant may, during the tenancy, carry out any work on the said land, including the erection of buildings and the installation of fixtures etc. which he may desire.

   iii) The Tenant may at any time remove all or any of the buildings or other structures or materials erected or placed by him upon the land and shall, at the expiration of the tenancy, if so required by the Landlord, restore the said land as nearly as may be to the state in which it was when first hired or pay compensation in lieu of such restoration, PROVIDED ALWAYS that such compensation shall not be greater than the value of the land at the time when possession thereof was first taken, no account being taken of any appreciation in the value thereof due to the emergency.

   iv) Should the Landlord so desire and the Tenant agree, any buildings or other structures may be left intact on the land, the Landlord paying to the Tenant or allowing to him as deductions from any sums due to the Landlord under this Agreement such sum as is agreed to be the value of such work, and such amount shall in case of dispute be determined by an Arbitrator appointed by the parties hereto.

4. THE LANDLORD AGREES:

   i) That the Tenant performing his obligations hereunder shall peaceably hold and enjoy the aforesaid land during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him.

   ii) To pay all and discharge all outgoings imposed on the said land or upon the occupier thereof by the Government or any Local Authority.

5. Notwithstanding anything to the contrary herein contained the Tenant undertakes for the purposes of Section 2 (2) of the Defence (Exemption from Rates) Regulations, 1943, to bear any increase in rates directly due to the Tenant’s occupation.
6. AND IT IS FURTHER AGREED AND DECLARED:

i) That any notice required under this Agreement may be given by registered letter and the parties hereto waive any right to be served with a notarial notice notwithstanding anything contained in the Ottoman Code of Civil Procedure.

ii) That any notice dispute whatever between the parties on any matter arising out of this Agreement and the tenancy hereby concluded, shall be referred to a Committee consisting of the Assistant District Commissioner and the District Engineer of the Public Works Department, both of the District in which the land is situated, and a Military Member to be nominated by the Tenant and the decision of the said Committee on such questions shall be absolutely final and binding on both parties.

7. THE SCHEDULE

<table>
<thead>
<tr>
<th>Block No.</th>
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<th>Rental Rate p.a.p.d. in Mils</th>
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SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand this 31st. day of May 1947

Signed by the Landlord in the presence of

Signed by the Tenant in the presence of

Witness

Witness

DISTRICT COMMISSIONER
Hiring Agreement No.

An agreement made this 1st day of June, 1947.

Mr. Latif Aboueouen, Commercial Centre,
Jerusalem.

Mr. Latif Aboueouen, Commercial Centre,
Jerusalem.

Tenant called the Landlord) of the one part and the
District Commissioner of Jerusalem District, on behalf of the
Government of Palestine (hereinafter called the Tenant) of the other part.

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first
Schedule hereto, situated in the Allenby Barracks, Jerusalem, for the
period 1st April, 1947 to 31st March, 1948

determinable as hereinafter provided, at an annual rent of £25,818.1. miles
per annum.

2. THE TENANT AGREES:

i) to pay the rent in the manner aforesaid.

ii) not to assign the tenancy save to Officers of the Government of Palestine or His
Majesty's Forces without the written consent of the Landlord previously obtained.

3. AND IT IS AGREED THAT:

i) The Tenant may, by giving one month's notice in writing to the Landlord, determine
the tenancy hereby granted on any day.

ii) The tenant may, during the tenancy, carry out any work on the said land, including
the erection of buildings and the installation of fixtures etc, which he may desire.

iii) The Tenant may at any time remove all or any of the buildings or other structures
or materials erected or placed by him upon the land and shall, at the expiration of
the tenancy, if so required by the Landlord, restore the said land as nearly as may be
to the state in which it was when first hired or pay compensation in lieu of such restoration,
PROVIDED ALWAYS that such compensation shall not be greater than the value of the
land at the time when possession thereof was first taken, no account being taken of any
appreciation in the value thereof due to the emergency.

iv) Should the Landlord so desire and the Tenant agree, any buildings or other
structures may be left intact on the land, the Landlord paying to the Tenant or allowing to
him as deductions from any sums due to the Landlord under this Agreement such sum as
is agreed to be the value of such work, and such amount shall in case of dispute be
determined by an Arbitrator appointed by the parties hereto.

4. THE LANDLORD AGREES:

i) That the Tenant performing his obligations hereunder shall peaceably hold and
enjoy the aforesaid land during the said term without any interruption by the Landlord or
any person rightfully claiming under or in trust for him.

ii) To pay all and discharge all outgoings imposed on the said land or upon the
occupier thereof by the Government or any Local Authority.

5. Notwithstanding anything to the contrary herein contained the Tenant undertakes for
the purposes of Section 2 (2) of the Defence (Exemption from Rates) Regulations, 1943,
to bear any increase in rates directly due to the Tenant's occupation.
6. AND IT IS FURTHER AGREED AND DECLARED:
   i) That any notice required under this Agreement may be given by registered letter and the parties hereto waive any right to be served with a notarial notice notwithstanding anything contained in the Ottoman Code of Civil Procedure.

   ii) That any notice dispute whatever between the parties on any matter arising out of this Agreement and the tenancy hereby concluded, shall be referred to a Committee consisting of the Assistant District Commissioner and the District Engineer of the Public Works Department, both of the District in which the land is situated, and a Military Member to be nominated by the Tenant and the decision of the said Committee on such questions shall be absolutely final and binding on both parties.

7. THE SCHEDULE

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<th>Area of Share M. Dns.</th>
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SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand this 4th day of June 1947.

Signed by the Landlord in the presence of

[Signature]

Landlord

Witness

Signed by the Tenant in the presence of

[Signature]

Tenant

Witness

2306/PP&TJ/P 4/44
HIRING AGREEMENT NO.

An agreement made this 31st day of June, 1947, between

Hassen Ali Qleibo, Damascus Gate,
Jerusalem.

(hereinafter called the Landlord) of the one part and the
District Commissioner of Jerusalem District, on behalf of the
Government of Palestine (hereinafter called the Tenant) of the other part.

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first
Schedule hereto, situated in the Allenby Barracks, Jerusalem,
for the period

1st April, 1947, to 31st March, 1948

determinable as hereinafter provided, at an annual rent of £9,499
mile payable by half-yearly instalments, the first instalment being paid
annual.

2. The Tenant agrees:
   i) to pay the rent in the manner aforesaid.
   ii) not to assign the tenancy save to Officers of the Government of Palestine or His
       Majesty's Forces without the written consent of the Landlord previously obtained.

3. AND IT IS AGREED THAT:
   i) The Tenant may, by giving one month's notice in writing to the Landlord, deter-
       mine the tenancy hereby granted on any day.
   ii) The Tenant may, during the tenancy, carry out any work on the said land, includ-
       ing the erection of buildings and the installation of fixtures etc. which he may desire.
   iii) The Tenant may at any time remove all or any of the buildings or other struc-
       tures or materials erected or placed by him upon the land and shall, at the expiration of
       the tenancy, if so required by the Landlord, restore the said land as nearly as may be to
       the state in which it was when first hired or pay compensation in lieu of such restoration,
       PROVIDED ALWAYS that such compensation shall not be greater than the value of the
       land at the time when possession thereof was first taken, no account being taken of any
       appreciation in the value thereof due to the emergency.
   iv) Should the Landlord so desire and the Tenant agree, any buildings or other
       structures may be left intact on the land, the Landlord paying to the Tenant or allowing to
       him as deductions from any sums due to the Landlord under this Agreement such sum as
       is agreed to be the value of such work, and such amount shall in case of dispute be
       determined by an Arbitrator appointed by the parties hereto.

4. THE LANDLORD AGREES:
   i) That the Tenant performing his obligations hereunder shall peaceably hold and
       enjoy the aforesaid land during the said term without any interruption by the Landlord or
       any person rightfully claiming under or in trust for him.
   ii) To pay all and discharge all outgoings imposed on the said land or upon the
       occupier thereof by the Government or any Local Authority.

5. Notwithstanding anything to the contrary herein contained the Tenant undertakes for
   the purposes of Section 2 (2) of the Defence (Exemption from Rates) Regulations, 1943,
   to bear any increase in rates directly due to the Tenant's occupation.
6. AND IT IS FURTHER AGREED AND DECLARED:

i) That any notice required under this Agreement may be given by registered letter and the parties hereto waive any right to be served with a notarial notice notwithstanding anything contained in the Ottoman Code of Civil Procedure.

ii) That any notice dispute whatever between the parties on any matter arising out of this Agreement and the tenancy hereby concluded, shall be referred to a Committee consisting of the Assistant District Commissioner and the District Engineer of the Public Works Department, both of the District in which the land is situated, and a Military Member to be nominated by the Tenant and the decision of the said Committee on such questions shall be absolutely final and binding on both parties.

7. THE SCHEDULE

<table>
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<th>Area of Share M. Dns.</th>
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SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand this 3rd day of June 1947

Signed by the Landlord in the presence of

[Signature]
Witness

Signed by the Tenant in the presence of

[Signature]
Tenant

[Signature]
Witness
GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES
JERUSALEM DISTRICT
JERUSALEM

No. 37/27/604.  
20 April, 1947.

Sir,
Madam,
Gentlemen,

I have the honour to refer to my Notice of Requisition issued under Regulation 47, 48 of the Defence Regulations, 1939, Published in the Palestine Gazette No. 1516 of the 17th of February, 1944, and to offer you a rental of 1,500,000.00 per dunum per annum in respect of the land owned by you having an area of 315 square metres in Block No. 30113, Parcel No. 32, being occupied by the War Department.

2. Please let me know within 30 days from the date of this letter whether you accept this offer, so that an agreement may be concluded as soon as possible.

I have the honour to be,
Your obedient servant,

F. E. MANN

DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

TO: Fatah el Khaledi.

Copy to:- Area Hirings Officer,
Jerusalem.
GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES
JERUSALEM DISTRICT
JERUSALEM

No. 37/27

20 April, 1947.

Sir,
Madam,
Gentlemen,

I have the honour to refer to my Notice of Requisition issued under Regulation 47, 48 of the Defence Regulations, 1939, Published in the Palestine Gazette No. 1318 of the 17th February, 1944, and to offer you a rental of . . . . . . . . . per dunum per annum in respect of the land owned by you having an area of . . . . . . . . . . . . square metres in Block No. . . . . . . . . . . Parcel No. . . . . . . . . . . being occupied by the War Department.

2. Please let me know within 30 days from the date of this letter whether you accept this offer, so that an agreement may be concluded as soon as possible.

I have the honour to be,
Your obedient servant,

[Signature]

DISTRICT COMMISSIONER,
JERUSALEM DISTRICT.

TO: Iref Abdul Waheb
Through Lawyer Abu ess Saeed
To Muhammed Abu ess Saeed,
Mamilla Rd.,
Jerusalem

Copy to: Area Hirings Officer,
Jerusalem.
No. 37/27/604.

20 April, 1947.

Sir,

Madam,

Gentlemen,

I have the honour to refer to my Notice of Requisition issued under Regulation 47, 48 of the Defence Regulations, 1939, Published in the Palestine Gazette No. 1318 of the 17th of February, 1944, and to offer you a rental of £1.30.0.0 per dunam per annum in respect of the land owned by you having an area of 375 square metres in Block No. 3015 Parcel No. 20 being occupied by the War Department.

2. Please let me know within 30 days from the date of this letter whether you accept this offer, so that an agreement may be concluded as soon as possible.

I have the honour to be,

Your obedient servant,

[Signature]

DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

TO: Teher Eff. el Khalidi.

Bursa A.D.,
Jerusalem

Copy to: Area Hirings Officer,
Jerusalem.
June 1947

SIR,

Madam,

Gentlemen,

I have the honour to refer to my Notice of Requisition issued under Regulation 47/48 of the Defence Regulations, 1939, Published in the Palestine Gazette No. 1318 of the 17th of February, 1944, and to offer you a rental of £30.00 per annum in respect of the land owned by you having an area of 630 square metres in Block No. 30113, Parcel No. 22, being occupied by the War Department.

Please let me know within 30 days from the date of this letter whether you accept this offer, so that an agreement may be concluded as soon as possible.

I have the honour to be,

Your obedient servant,

[Signature]

DISTRICT COMMISSIONER

JERUSALEM DISTRICT

TO: Mahboubeh Gleibo,
    c/o Hussein Gleibo,
    Souk El Bizar, Old City,
    Jerusalem.

COPY TO: Area Hirings Officer,
         Jerusalem.

Please consider my offer No. 37/27/604 dated 30th April, 1947, regarding the 787 square metres plot of land in Block No. 30113, Parcel No. 22 as cancelled.
HIRING AGREEMENT No.

An agreement made this 20th day of August, 1947, between Abdul-razzaq eff. qleibo, District Administration, of Jerusalem Beersheba (hereinafter called the Landlord) of the one part and the District Commissioner of Jerusalem District, on behalf of the Government of Palestine (hereinafter called the Tenant) of the other part.

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first Schedule hereto, situated in the Allenby Barracks, Jerusalem for the period 1st April, 1947 to 31st March, 1948.

Determinable as hereinafter provided, at an annual rent of £P. 9,449 miles, payable by half-yearly instalments, the first installment being paid

3 months after the commencement for this Agreement, namely on

2. THE TENANT AGREES:

i) to pay the rent in the manner aforesaid.
ii) not to assign the tenancy save to Officers of the Government of Palestine or His Majesty’s Forces without the written consent of the Landlord previously obtained.

3. AND IT IS AGREED THAT:

i) The Tenant may, by giving one month’s notice in writing to the Landlord, determine the tenancy hereby granted on any day.
ii) The Tenant may, during the tenancy, carry out any work on the said land, including the erection of buildings and the installation of fixtures etc., which he may desire.
iii) The Tenant may at any time remove all or any of the buildings or other structures or materials erected or placed by him upon the land and shall, at the expiration of the tenancy, if so required by the Landlord, restore the said land as nearly as may be to the state in which it was when first hired or pay compensation in lieu of such restoration.

(iv) Should the Landlord so desire and the Tenant agree, any buildings or other structures may be left intact on the land, the Landlord paying to the Tenant or allowing to him as deductions from any sums due to the Landlord under this Agreement such sum as is agreed to be the value of such work, and such amount shall in case of dispute be determined by an Arbitrator appointed by the parties hereto.

4. THE LANDLORD AGREES:

i) That the Tenant performing his obligations hereunder shall peaceably hold and enjoy the aforesaid land during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him.
ii) To pay all and discharge all outgoings imposed on the said land or upon the occupier thereof by the Government or any Local Authority.

5. Notwithstanding anything to the contrary herein contained the Tenant undertakes for the purposes of Section 2 (2) of the Defence (Exemption from Rates) Regulations, 1943, to bear any increase in rates directly due to the Tenant’s occupation.
6. AND IT IS FURTHER REQUIRED AGREED AND DECLARED:

i) That any notice required under this Agreement may be given by registered letter and the parties hereto waive any right to be served with a notarial notice notwithstanding anything contained in the Ottoman Code of Civil Procedure.

ii) That any notice dispute whatever between the parties on any matter arising out of this Agreement and the tenancy hereby concluded, shall be referred to a Committee consisting of the Assistant District Commissioner and the District Engineer of the Public Works Department, both of the District in which the land is situated, and a Military Member to be nominated by the Tenant and the decision of the said Committee on such questions shall be absolutely final and binding on both parties.

7. THE SCHEDULE

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<th>Parcel No.</th>
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<tr>
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<td>50.395</td>
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<td>0.331</td>
<td>30000</td>
</tr>
</tbody>
</table>

**SPECIAL CONDITIONS**

In Witness whereof the parties hereto have hereunder set their hand

this [20th] day of [August] 1947

Signed by the Landlord in the presence of

[Signature]

Witness

Signed by the Tenant in the presence of

[Signature]

[Stamp]

Acting District Commissioner

Jerusalem District.
HIRING AGREEMENT No.

An agreement made this 26th day of June 1947

between Husseini eff. Ali Gheibo,

of Buk el Bizar, Old City, Jerusalem,

(hereinafter called the Landlord) of the one part and the

District Commissioner of Jerusalem District, on behalf of the

Government of Palestine (hereinafter called the Tenant) of the other part.

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first Schedule hereto, situated in the Allenby Barracks, Jerusalem, for the period 1st April, 1947 to 31st March, 1948, determinable as hereinafter provided, at an annual rent of £9,049 9s.

   payable by half-yearly instalments, the first instalment being paid

  3 months after the commencement of this agreement, namely on

6 months.

2. THE TENANT AGREES:

   i) to pay the rent in the manner aforesaid.

   ii) not to assign the tenancy save to Officers of the Government of Palestine or His Majesty's Forces without the written consent of the Landlord previously obtained.

3. AND IT IS AGREED THAT:

   i) The Tenant may, by giving one month's notice in writing to the Landlord, determine the tenancy hereby granted on any day.

   ii) The Tenant may, during the tenancy, carry out any work on the said land, including the erection of buildings and the installation of fixtures etc. which he may desire.

   iii) The Tenant may at any time remove all or any of the buildings or structures or materials erected or placed by him upon the land and shall, at the expiration of the tenancy, if so required by the Landlord, restore the said land as nearly as may be to the state in which it was when first hired or pay compensation in lieu of such restoration, PROVIDED ALWAYS that such compensation shall not be greater than the value of the land at the time when possession thereof was first taken, no account being taken of any appreciation in the value thereof due to the emergency.

   iv) Should the Landlord so desire and the Tenant agree, any buildings or other structures may be left intact on the land, the Landlord paying to the Tenant or allowing to him as deductions from any sums due to the Landlord under this Agreement such sum as is agreed to be the value of such work, and such amount shall in case of dispute be determined by an Arbitrator appointed by the parties hereto.

4. THE LANDLORD AGREES:

   i) That the Tenant performing his obligations hereunder shall peaceably hold and enjoy the aforesaid land during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him.

   ii) To pay all and discharge all outgoings imposed on the said land or upon the occupier thereof—by the Government or any Local Authority.

5. Notwithstanding anything to the contrary herein contained the Tenant undertakes for the purposes of Section 2 (2) of the Defence (Exemption from Rates) Regulations, 1943, to bear any increase in rates directly due to the Tenant's occupation.
6. AND IT IS FURTHER AGREED AND DECLARED:

i) That any notice required under this Agreement may be given by registered letter and the parties hereto waive any right to be served with a notarial notice notwithstanding anything contained in the Ottoman Code of Civil Procedure.

ii) That any notice dispute whatever between the parties on any matter arising out of this Agreement and the tenancy hereby concluded, shall be referred to a Committee consisting of the Assistant District Commissioner and the District Engineer of the Public Works Department, both of the District in which the land is situated, and a Military Member to be nominated by the Tenant and the decision of the said Committee on such questions shall be absolutely final and binding on both parties.

7. THE SCHEDULE

<table>
<thead>
<tr>
<th>Block No.</th>
<th>Parcel No.</th>
<th>Area (Metric Dns.)</th>
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</tr>
</thead>
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<td>1/6th</td>
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<td>30000</td>
</tr>
</tbody>
</table>

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand this 26th day of June 1947

Signed by the Landlord in the presence of

[Signature]

Witness

Signed by the Tenant in the presence of

[Signature]

DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

Witness
Sir,
Madam,
Gentlemen,

I have the honour to refer to my Notice of Requisition issued under Regulation 47, 48 of the Defence Regulations, 1939, Published in the Palestine Gazette No. 1316 of the 17th of February, 1947, and to offer you a rental of . . . . . . . . . . per dunum per annum in respect of the land owned by you having an area of . . . . . . . . . . . square metres in Block No. . . . . . . . . . . . Parcel No. . . . . . . . . . . being occupied by the War Department.

2. Please let me know within 30 days from the date of this letter whether you accept this offer, so that an agreement may be concluded as soon as possible.

I have the honour to be,
Your obedient servant,

F. E. Mann
DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

TO: Abdul Razaq Ali Abdul Razaq Kleiba
To: Hussein Obido,
Fustal Bizar,
Old City, Jerusalem.

Copy to: Area Hirings Officer,
Jerusalem.

See file 37/27/604/14
GOVERNMENT OF PALESTINE
DISTRICT COMMISSIONER'S OFFICES
JERUSALEM DISTRICT
JERUSALEM

No. 37/27/60h.

30 April, 1947.

Sir,
Madam,
Gentlemen,

I have the honour to refer to my Notice of Requisition issued under Regulation 47, 48 of the Defence Regulations, 1939, Published in the Palestine Gazette No. 1318 of the 17th of February, 1944, and to offer you a rental of £30.00 per annum in respect of the land owned by you having an area of 1340 square metres in Block No. 1113 Parcel No. 22 being occupied by the War Department.

2. Please let me know within 30 days from the date of this letter whether you accept this offer, so that an agreement may be concluded as soon as possible.

I have the honour to be,
Your obedient servant,

F. E. PARK
DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

TO: Pesmeh Abdul Rezeq Kleibo

Copy to: Area Hiring Officer,
Jerusalem.

See file No. 7/29/461/14
I have the honour to refer to my Notice of Requisition issued under Regulation 47, 48 of the Defence Regulations, 1939, Published in the Palestine Gazette No. 1318 of the 17th of February, 1944, and to offer you a rental of . . . . . . . . . . per dunum per annum in respect of the land owned by you having an area of . . . . . . . . . . square metres in Block No. . . . . . . . . . . Parcel No. . . . . . . . . being occupied by the War Department.

2. Please let me know within 30 days from the date of this letter whether you accept this offer, so that an agreement may be concluded as soon as possible.

I have the honour to be,
Your obedient servant,

[Signature]

DISTRIC COMMISSIONER
JERUSALEM DISTRICT

TO: Silham
Abdul-Walad
Through Lawyer Abu Sadi
To Muhammad Abu was Swaid,
Ramilla, Rod.

Copy to:- Area Hirings Officer,
Jerusalem.
HIRING AGREEMENT No.

An agreement made this 26th day of June 1947 between Salia bint Ali al Qleibo, c/o Hussein Qleibo, of Suk al Bizar, Old City, Jerusalem. (hereinafter called the Landlord) of the one part and the
District Commissioner of Jerusalem District. on behalf of the Government of Palestine (hereinafter called the Tenant) of the other part.

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first Schedule hereto, situated in the Allenby Barracks, Jerusalem, for the period 1st April, 1947 to 31st March, 1948 determinable as hereinafter provided, at an annual rent of £P 9.4.4 nine shillings
payable by half-yearly installments, the first installment being paid
6 months after the commencement of this agreement, namely on

2. THE TENANT AGREES:
   i) to pay the rent in the manner aforesaid.
   ii) not to assign the tenancy save to Officers of the Government of Palestine or His Majesty's Forces without the written consent of the Landlord previously obtained.

3. AND IT IS AGREED THAT:
   i) The Tenant may, by giving one month's notice in writing to the Landlord, determine the tenancy hereby granted on any day.
   ii) The Tenant may, during the tenancy, carry out any work on the said land, including the erection of buildings and the installation of fixtures etc. which he may desire.
   iii) The Tenant may at any time remove all or any of the buildings or other structures or materials erected or placed by him upon the land and shall, at the expiration of the tenancy, if so required by the Landlord, restore the said land as nearly as may be to the state in which it was when first hired or pay compensation in lieu of such restoration, PROVIDED ALWAYS that such compensation shall not be greater than the value of the land at the time when possession thereof was first taken, no account being taken of any appreciation in the value thereof due to the emergency.
   iv) Should the Landlord so desire and the Tenant agree, any buildings or other structures may be left intact on the land, the Landlord paying to the Tenant or allowing to him as deductions from any sums due to the Landlord under this Agreement such sum as is agreed to be the value of such work, and such amount shall in case of dispute be determined by an Arbitrator appointed by the parties hereto.

4. THE LANDLORD AGREES:
   i) That the Tenant performing his obligations hereunder shall peaceably hold and enjoy the aforesaid land during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him.
   ii) To pay all and discharge all outgoings imposed on the said land or upon the occupier thereof by the Government or any Local Authority.

5. Notwithstanding anything to the contrary herein contained the Tenant undertakes for the purposes of Section 2 (2) of the Defence (Exemption from Rates) Regulations, 1943, to bear any increase in rates directly due to the Tenant's occupation.
6. AND IT IS FURTHER AGREED AND DECLARED:
   i) That any notice required under this Agreement may be given by registered letter and the parties hereto waive any right to be served with a notarial notice notwithstanding anything contained in the Ottoman Code of Civil Procedure.
   
   ii) That any notice dispute whatever between the parties on any matter arising out of this Agreement and the tenancy hereby concluded, shall be referred to a Committee consisting of the Assistant District Commissioner, and the District Engineer of the Public Works Department, both of the District in which the land is situated, and a Military Member to be nominated by the Tenant and the decision of the said Committee on such questions shall be absolutely final and binding on both parties.

7. THE SCHEDULE

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<td>30000</td>
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</tbody>
</table>

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand this 26th day of June 1947

Signed by the Landlord in the presence of

[Signature]

Witness

Signed by the Tenant in the presence of

[Signature]

Witness

[Signature]

Tenant

DISTRICT COMMISSIONER
JERUSALEM DISTRICT.
Sir,

I have the honour to refer to my Notice of Requisition issued under Regulation 47,48 of the Defence Regulations, 1939, Published in the Palestine Gazette No. 1313 of the 17th of February, 1944, and to offer you a rental of . . . . . . . . . . . per dunum per annum in respect of the land owned by you having an area of . . . . . . . . . . . . square metres in Block No. . . . . Parcel No. . . . . . being occupied by the War Department.

2. Please let me know within 30 days from the date of this letter whether you accept this offer, so that an agreement may be concluded as soon as possible.

I have the honour to be,

Your obedient servant.

DISTRICT COMMISSIONER
JERUSALEM DISTRICT

TAHEL BEY TURUJMAN,
Hessidoff Building,
Jaffa Road,
Jerusalem.

COPY TO: Aree Hiringa Officer,
Jerusalem.

5/136.

Sir,

I have the honour to refer to my Notice of Requisition issued under Regulation 4748 of the Defence Regulations, 1939, Published in the Palestine Gazette No. 1318 of the 17th of February, 1944, and to offer you a rental of . . . . . 12 30 per dunum per annum in respect of the land owned by you having an area of . . . . . . 79 . . . . . . . . . . . . . . . . . . . . . . . . . square metres in Block No. . . . . . . . . . . . . . . . . . . . . . . . . . Parcel No. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . being occupied by the War Department.

2. Please let me know within 30 days from the date of this letter whether you accept this offer, so that an agreement may be concluded as soon as possible.

I have the honour to be,

Your obedient servant.

[Signature]

DISTRICT COMMISSIONER
JERUSALEM, DISTRICT

TO: Adel Bey Turujman,
Hessidof Building,
Jaffa Road,
Jerusalem.

COPY TO: Area Hirings Officer,
Jerusalem.

5/11/47.
HIRING AGREEMENT No.

An agreement made this 20th day of June 1947 between Muftiah bint Hasan El-Fitiani, o/o Izzat Museibeh, Damascus Gate, Jerusalem, (hereinafter called the Landlord) of the one part and the District Commissioner of Jerusalem District, on behalf of the Government of Palestine (hereinafter called the Tenant) of the other part.

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first Schedule hereto, situated in the Allenby Barracks, Jerusalem, for the period 1st April, 1947, to 31st March, 1948, determinable as hereinafter provided, at an annual rent of £P 11,790 miles payable by half-yearly instalments, the first instalment being paid annual.

3. months after the commencement of this agreement, namely on 6 months.

2. THE TENANT AGREES:

   i) to pay the rent in the manner aforesaid.
   
   ii) not to assign the tenancy save to Officers of the Government of Palestine or His Majesty's Forces without the written consent of the Landlord previously obtained.

3. AND IT IS AGREED THAT:

   i) The Tenant may, by giving one month's notice in writing to the Landlord, determine the tenancy hereby granted on any day.

   ii) The Tenant may, during the tenancy, carry out any work on the said land, including the erection of buildings and the installation of fixtures etc. which he may desire.

   iii) The Tenant may at any time remove all or any of the buildings or other structures or materials erected or placed by him upon the land and shall, at the expiration of the tenancy, if so required by the Landlord, restore the said land as nearly as may be to the state in which it was when first hired or pay compensation in lieu of such restoration, PROVIDED ALWAYS that such compensation shall not be greater than the value of the land at the time when possession thereof was first taken, no account being taken of any appreciation in the value thereof due to the emergency.

   iv) Should the Landlord so desire and the Tenant agree, any buildings or other structures may be left intact on the land, the Landlord paying to the Tenant or allowing to him as deductions from any sums due to the Landlord under this Agreement such sum as is agreed to be the value of such work, and such amount shall in case of dispute be determined by an Arbitrator appointed by the parties hereto.

4. THE LANDLORD AGREES:

   i) That the Tenant performing his obligations hereunder shall peaceably hold and enjoy the aforesaid land during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him.

   ii) To pay all and discharge all outgoing imposed on the said land or upon the occupier thereof by the Government or any Local Authority.

5. Notwithstanding anything to the contrary herein contained the Tenant undertakes for the purposes of Section 2 (2) of the Defence (Exemption from Rates) Regulations, 1943, to bear any increase in rates directly due to the Tenant's occupation.
6. AND IT IS FURTHER AGREED AND DECLARED:
   i) That any notice required under this Agreement may be given by registered letter and the parties hereto waive any right to be served with a notarial notice notwithstanding anything contained in the Ottoman Code of Civil Procedure.
   ii) That any notice dispute whatever between the parties on any matter arising out of this Agreement and the tenancy hereby concluded, shall be referred to a Committee consisting of the Assistant District Commissioner and the District Engineer of the Public Works Department, both of the District in which the land is situated, and a Military Member to be nominated by the Tenant and the decision of the said Committee on such questions shall be absolutely final and binding on both parties.

7. THE SCHEDULE

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</table>

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand

this 20 day of January 1947

Signed by the Landlord in the presence of

__________________________
Landlord

__________________________
Witness

Signed by the Tenant in the presence of

__________________________
Tenant

__________________________
Witness

DISTRICT COMMISSIONER JERUSALEM DISTRICT.

3116/PP&1/P 1/45

MS.
HIRING AGREEMENT NO.

An agreement made this 11th day of June 1947

Fatma bint Haj Khelil bin Hussein Mushehibi
or, as she is called the Landlord) of the one part and the

District Commissioner of Jerusalem District on behalf of the Government of Palestine (hereinafter called the Tenant) of the other part.

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first Schedule hereto, situated in the Allenby Barracks, for the period 1st April 1947 to 31st March 1948.

Determinable as hereinafter provided, at an annual rent of £P 24,800 miles.

Per annum payable by half-yearly instalments, the first instalment being paid annual.

2. THE TENANT AGREES:

i) to pay the rent in the manner aforesaid.

ii) not to assign the tenancy save to Officers of the Government of Palestine or His Majesty's Forces without the written consent of the Landlord previously obtained.

3. AND IT IS AGREED THAT:

i) The Tenant may, by giving one month's notice in writing to the Landlord, determine the tenancy hereby granted on any day.

ii) The Tenant may, during the tenancy, carry out any work on the said land, including the erection of buildings and the installation of fixtures etc. which he may desire.

iii) The Tenant may at any time remove all or any of the buildings or other structures or materials erected or placed by him upon the land and shall, at the expiration of the tenancy, if so required by the Landlord, restore the said land as nearly as may be to the state in which it was when first hired or pay compensation in lieu of such restoration, PROVIDED ALWAYS that such compensation shall not be greater than the value of the land at the time when possession thereof was first taken, no account being taken of any appreciation in the value thereof due to the emergency.

iv) Should the Landlord so desire and the Tenant agree, any buildings or other structures may be left intact on the land, the Landlord paying to the Tenant or allowing him to deduct from any sums due to the Landlord under this Agreement such sum as agreed to be the value of such work, and such amount shall in case of dispute be determined by an Arbitrator appointed by the parties hereto.

4. THE LANDLORD AGREES:

i) That the Tenant performing his obligations hereunder shall peaceably hold and enjoy the aforesaid land during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him.

ii) To pay all and discharge all outgoings imposed on the said land or upon the occupier thereof by the Government or any Local Authority.

5. Notwithstanding anything to the contrary herein contained the Tenant undertakes for the purposes of Section 2 (2) of the Defence (Exemption from Rates) Regulations, 1943, to bear any increase in rates directly due to the Tenant's occupation.
6. AND IT IS FURTHER AGREED AND DECLARED:

i) That any notice required under this Agreement may be given by registered letter and the parties hereto waive any right to be served with a notarial notice notwithstanding anything contained in the Ottoman Code of Civil Procedure.

ii) That any notice dispute whatever between the parties on any matter arising out of this Agreement and the tenancy hereby concluded, shall be referred to a Committee consisting of the Assistant District Commissioner and the District Engineer of the Public Works Department, both of the District in which the land is situated, and a Military Member to be nominated by the Tenant and the decision of the said Committee on such questions shall be absolutely final and binding on both parties.

7. THE SCHEDULE

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SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand this 16th day of June, 1947.

Signed by the Landlord in the presence of

[Signature]

Witness

Signed by the Tenant in the presence of

[Signature]

Tenant

DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

Witness
HIRING AGREEMENT NO.

between

Hassen Eff. Qleibo, Damascus Gate,
Jerusalem.

(Hereinafter called the Landlord) of the one part and the

Jerusalem District Commissioner on behalf of the
Government of Palestine (hereinafter called the Tenant) of the other part.

The Landlord agrees to let the Tenant agrees to hire the land described in the first
Schedule hereto, situated in the Allenby Barracks, Jerusalem, for the
period 1st April, 1947 to 31st March, 1948
determinable as hereinafter provided, at an annual rent of £P 12,599
payable by half-yearly instalments, the first instalment being paid

3 months after the commencement of this agreement, namely on
6 months.

2. THE TENANT AGREES:
   i) to pay the rent in the manner aforesaid.
   ii) not to assign the tenancy save to Officers of the Government of Palestine or His
       Majesty's Forces without the written consent of the Landlord previously obtained.

3. AND IT IS AGREED THAT:
   i) The Tenant may, by giving one month's notice in writing to the Landlord, deter-
      mine the tenancy hereby granted on any day.
   ii) The Tenant may, during the tenancy, carry out any work on the said land, includ-
      ing the erection of buildings and the installation of fixtures etc. which he may desire.
   iii) The Tenant may at any time remove all or any of the buildings or other struc-
        tures or materials erected or placed by him upon the land and shall, at the expiration
        of the tenancy, if so required by the Landlord, restore the said land as nearly as may be to
        the state in which it was when first hired or pay compensation in lieu of such restoration,
        PROVIDED ALWAYS that such compensation shall not be greater than the value of the
        land at the time when possession thereof was first taken, no account being taken of any
        appreciation in the value thereof due to the emergency.
   iv) Should the Landlord so desire and the Tenant agree, any buildings or other struc-
       tures may be left intact on the land, the Landlord paying to the Tenant or allowing to
       him as deductions from any sums due to the Landlord under this Agreement such sum as
       is agreed to be the value of such work, and such amount shall in case of dispute be
       determined by an Arbitrator appointed by the parties hereto.

4. THE LANDLORD AGREES:
   i) That the Tenant performing his obligations hereunder shall peaceably hold and
      enjoy the aforesaid land during the said term without any interruption by the Landlord or
      any person rightfully claiming under or in trust for him.
   ii) To pay all and discharge all outgoings imposed on the said land or upon the
       occupier thereof by the Government or any Local Authority.

5. Notwithstanding anything to the contrary herein contained the Tenant undertakes for
the purposes of Section 2 (2) of the Defence (Exemption from Rates) Regulations, 1943,
to bear any increase in rates directly due to the Tenant's occupation.
6. AND IT IS FURTHER AGREED AND DECLARED:

   i) That any notice required under this Agreement may be given by registered letter and the parties hereto waive any right to be served with a notarial notice notwithstanding anything contained in the Ottoman Code of Civil Procedure.

   ii) That any notice dispute whatever between the parties on any matter arising out of this Agreement and the tenancy hereby concluded, shall be referred to a Committee consisting of the Assistant District Commissioner and the District Engineer of the Public Works Department, both of the District in which the land is situated, and a Military Member to be nominated by the Tenant and the decision of the said Committee on such questions shall be absolutely final and binding on both parties.

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</table>

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hands this 3rd day of June 194.

Signed by the Landlord in the presence of

[Signature]

Witness

[Signature]

Landlord

Signed by the Tenant in the presence of

[Signature]

Witness

[Signature]

Tenant

DISTRICT COMMISSIONER  JERUSALEM DISTRICT.
Hiring Agreement No.

Agreement made this 26th day of June 1947

between

Hussein Eff. Gleibo,

Suk el Bizer, Old City, Jerusalem.

of

(hereinafter called the Landlord) of the one part and the

District Commissioner of Jerusalem District

on behalf of the

Government of Palestine (hereinafter called the Tenant) of the other part.

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first Schedule hereto, situated in the Allenby Barracks, Jerusalem, for the period 1st April, 1947, to 31st March, 1948
determinable as hereinafter provided, at an annual rent of £12,599 mls.

payable by half-yearly instalments, the first instalment being paid

3 months after the commencement of this agreement, namely on

6 months.

2. THE TENANT AGREES:
   i) to pay the rent in the manner aforesaid.
   ii) not to assign the tenancy save to Officers of the Government of Palestine or His Majesty's Forces without the written consent of the Landlord previously obtained.

3. AND IT IS AGREED THAT:
   i) The Tenant may, by giving one month's notice in writing to the Landlord, determine the tenancy hereby granted on any day.
   ii) The Tenant may, during the tenancy, carry out any work on the said land, including the erection of buildings and the installation of fixtures etc. which he may desire.
   iii) The Tenant may at any time remove all or any of the buildings or other structures or materials erected or placed by him upon the land and shall, at the expiration of the tenancy, if so required by the Landlord, restore the said land as nearly as may be to the state in which it was when first hired or pay compensation in lieu of such restoration, PROVIDED ALWAYS that such compensation shall not be greater than the value of the land at the time when possession thereof was first taken, no account being taken of any appreciation in the value thereof due to the emergency.
   iv) Should the Landlord so desire and the Tenant agree, any buildings or other structures may be left intact on the land, the Landlord paying to the Tenant or allowing to him as deductions from any sums due to the Landlord under this Agreement such sums as is agreed to be the value of such work, and such amount shall in case of dispute be determined by an Arbitrator appointed by the parties hereto.

4. THE LANDLORD AGREES:
   i) That the Tenant performing his obligations hereunder shall peaceably hold and enjoy the aforesaid land during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him.
   ii) To pay all and discharge all outgoings imposed on the said land or upon the occupier thereof by the Government or any Local Authority.

5. Notwithstanding anything to the contrary herein contained the Tenant undertakes for the purposes of Section 2 (2) of the Defence (Exemption from Rates) Regulations, 1943, to bear any increase in rates directly due to the Tenant's occupation.
6. AND IT IS FURTHER AGREED AND DECLARED:
   
i) That any notice required under this Agreement may be given by registered letter and the parties hereto waive any right to be served with a notarial notice notwithstanding anything contained in the Ottoman Code of Civil Procedure.

   ii) That any notice dispute whatever between the parties on any matter arising out of this Agreement and the tenancy hereby concluded, shall be referred to a Committee consisting of the Assistant District Commissioner and the District Engineer of the Public Works Department, both of the District in which the land is situated, and a Military Member to be nominated by the Tenant and the decision of the said Committee on such questions shall be absolutely final and binding on both parties.

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<td>1/1920</td>
<td>0.120</td>
<td>3000.0</td>
</tr>
</tbody>
</table>

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand

this 26th day of June 19

Signed by the Landlord in the presence of

[Signature]

Witness

Signed by the Tenant in the presence of

[Signature]

DISTRICT COMMISSIONER
JERUSALEM DISTRICT

[Signature]
Hiring Agreement No.

An agreement made this day of 1947

between Ikram Hossam Haged El Khalidi
of o/f P.O. B. 1224, Haifa,
(hereinafter called the Landlord) of the one part and the

District Commissioner of Jerusalem District on behalf of the
Government of Palestine (hereinafter called the Tenant) of the other part.

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first
Schedule hereto, situated in the Allenby Barracks for the
period 1st April 1947 to 31st March 1948

determinable as hereinafter provided, at an annual rent of £P

payable by half-yearly instalments, the first instalment to be paid

2. THE TENANT AGREES:

i) to pay the rent in the manner aforesaid.

ii) not to assign the tenancy save to Officers of the Government of Palestine or His
Majesty’s Forces without the written consent of the Landlord previously obtained.

3. AND IT IS AGREED THAT:

i) The Tenant may, by giving one month’s notice in writing to the Landlord, determine
the tenancy hereby granted on any day.

ii) The Tenant may, during the tenancy, carry out any work on the said land, including
the erection of buildings and the installation of fixtures etc. which he may desire.

iii) The Tenant may at any time remove all or any of the buildings or other structures
or materials erected or placed by him upon the land and shall, at the expiration of
the tenancy, if so required by the Landlord, restore the said land as nearly as may be to
the state in which it was when first hired or pay compensation in lieu of such restoration,
PROVIDED ALWAYS that such compensation shall not be greater than the value of the
land at the time when possession thereof was first taken, no account being taken of any
appreciation in the value thereof due to the emergency.

iv) Should the Landlord so desire and the Tenant agree, any buildings or other
structures may be left intact on the land, the Landlord paying to the Tenant or allowing to
him as deductions from any sums due to the Landlord under this Agreement such sum as
is agreed to be the value of such work, and such amount shall in ease of dispute be
determined by an Arbitrator appointed by the parties hereto.

4. THE LANDLORD AGREES:

i) That the Tenant performing his obligations hereunder shall peaceably hold and
enjoy the aforesaid land during the said term without any interruption by the Landlord or
any person rightfully claiming under or in trust for him.

ii) To pay all and discharge all outgoings imposed on the said land or upon the
occupier thereof by the Government or any Local Authority.

5. Notwithstanding anything to the contrary herein contained the Tenant undertakes for
the purposes of Section 2 (2) of the Defence (Exemption from Rates) Regulations, 1943,
to bear any increase in rates directly due to the Tenant’s occupation.
6. AND IT IS FURTHER AGREED AND DECLARED:

i) That any notice required under this Agreement may be given by registered letter and the parties hereto waive any right to be served with a notarial notice notwithstanding anything contained in the Ottoman Code of Civil Procedure.

ii) That any notice dispute whatever between the parties on any matter arising out of this Agreement and the tenancy hereby concluded, shall be referred to a Committee consisting of the Assistant District Commissioner and the District Engineer of the Public Works Department, both of the District in which the land is situated, and a Military Member to be nominated by the Tenant and the decision of the said Committee on such questions shall be absolutely final and binding on both parties.

7. THE SCHEDULE

<table>
<thead>
<tr>
<th>Block No.</th>
<th>Parcel No.</th>
<th>Area (Metric Dns.)</th>
<th>Share</th>
<th>Area of Share M. Dns.</th>
<th>Rental Rate p.a.p.d. in Mils</th>
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<td>22</td>
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<td>30000</td>
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SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand this 5th day of June 194?

Signed by the Landlord in the presence of

[Signature]

Witness

Signed by the Tenant in the presence of

[Signature]

Tenant

[Signature]

Witness

3789/DP&J/P 12/45
Sir,
Madam,
Gentlemen,

I have the honour to refer to my Notice of Requisition issued under Regulation 47, 48 of the Defence Regulations, 1939, Published in the Palestine Gazette No. 1213 of the 17th of February, 1944, and to offer you a rental of .125.000 per dunum per annum in respect of the land owned by you having an area of .25 square metres in Block No. Parcel No. being occupied by the War Department.

2. Please let me know within 30 days from the date of this letter whether you accept this offer, so that an agreement may be concluded as soon as possible.

I have the honour to be,
Your obedient servant,

[Signature]

DISTRICT COMMISSIONER
JERUSALEM DISTRICT

TO: Assem Mohamed Abdul Wahab al Khelfi.

Copy to: Area Hirings Officer,
Jerusalem.
(N.B) This form should be completed in quadruplicate and all copies sent to the District Commissioner, Jerusalem District, in his capacity as competent authority.

NOTICE OF CLAIM FOR COMPENSATION UNDER SECTION 41(a)(c) AND (d) OF THE ORDINANCE IN RESPECT OF THE TAKING OF POSSESSION OF LAND AND/OR BUILDINGS ON BEHALF OF HIS MAJESTY.

1. Name of Claimant
   Shahinda Bint Muhamed Tewfik Al Khalili & Daoud Abdul Wahab el Fitian in his capacity as attorney of Husniya Abdul Wahab el Fitian and Tuhani bint Muhamed Tewfik el Khalili.

2. Situation area and precise description of the land and/or buildings requisitioned with plan if available. (if agricultural land state how much pasture).
   Talpioth Quarter, Jerusalem.
   Block Parcel Area Share
   113 23 50395 M 80/640
   114 19 6750 M 80/640
   Building plots.
   Nil

3. Nature of Interest:
   If owner-occupier, state date of last known letting and give short particulars thereof:
   Nil

4. Where applicable; annual value as assessed under the Urban Property Tax Ordinance (Cap. 147).
   Nil

5. Particulars of mortgages etc.
   Nil

6. Particulars, in the case of agricultural land, of the building giving details in respect of:
   (a) Things previously done for the purpose of the cultivation of the land and
       Nil
   (b) Seeds
       Nil
   (Tillages
       Nil
   Growing crops
       Nil
   Unexhausted manures
       Nil
   Other similar matters
       Nil
7. Date possession taken by competent authority:

The Army has been in possession long before the present war, i.e. before the Emergency Regulations were enacted. Requisition Notice was served to take effect, in respect of parcel 28 Block 113, from 7/1/44 in respect of parcel 19 Block 114 from 29/2/44.

8. Particulars of claim, showing how the amount claimed under each of the below mentioned heads is calculated:

(a) In respect of compensation under section 4(I)(a)

(b) In the case of agricultural land the amount payable by an incoming tenant under section 4(I)(b).

(c) In respect of expenses incurred in complying with directions Section 4(I)(d).

We claim the same rental rate p.d.p.a. as has been paid under the tenancy agreements referred to under para. 3 above.

Dated the 2nd day of September 1944.

Signature of Claimant: ..............................................

Name and address of advocate if any: ................................

Name and address of surveyor if any: ................................

[Signature]

[Name and address]
<table>
<thead>
<tr>
<th>Serial No.</th>
<th>Description of Property</th>
<th>Surname of Registered Owners</th>
<th>Volume</th>
<th>Folio</th>
<th>Registers and Supplementary List</th>
<th>Revised</th>
<th>Net Annual Value</th>
<th>Revised Assessment</th>
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Signatures of Appeals Commission: [Signature]

Signatures of Assessment or Revision Committee: [Signature]

Chairman: [Signature]

Assessment Chairman: [Signature]

Objection Chairman: [Signature]
## Valuation and Supplementary Valuation List

<table>
<thead>
<tr>
<th>Serial No</th>
<th>Description of Property</th>
<th>Names of Required Owners</th>
<th>Revised Assessment</th>
<th>Initials and Date</th>
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</tbody>
</table>

### Signatures of Appeal Committee

Chairman: [Signature]

### Signatures of Assessment or Revision Committee

Chairman: [Signature]

Objection Chairman: [Signature]
JERUSALEM

Asked about the international repercussions to the transfer of the Israeli Foreign Office from Tel Aviv to Jerusalem and the position of the United States in this regard, Secretary of State John Foster Dulles at his news conference today made the following remarks:

The United States regrets that the Israeli Government has seen fit to move its Foreign Office from Tel Aviv to Jerusalem.

We have made known our feelings on that subject to the Government of Israel on two prior occasions. It was done in July 1952 and again in March 1953, when our Ambassador, hearing rumors that this was in contemplation, called upon the Israeli Government and requested them not to transfer their Foreign Ministry to Jerusalem.

We feel that way because we believe that it would embarrass the United Nations, which has a primary responsibility for determining the future status of Jerusalem. You may recall that the presently standing United Nations resolution about Jerusalem contemplates that it should be to a large extent at least an international city rather than a purely national city. Also, we feel that this particular action by the Government of Israel at this particular time is inopportune in relation to the tensions which exist in the Near East, tensions which are rather extreme, and that this will add to rather than relax any of these tensions.

The views that I express here are, we know, shared by a considerable number of other governments who have concern with the development of an atmosphere of peace and good will in that part of the world.

We have notified the Government of Israel that we do not intend to move our own Embassy to Jerusalem.

* * *

DEPARTMENT OF STATE
FOR THE PRESS

JULY 28, 1953

NO. 401
MILITARY CAMP
30113

W.D. PROPERTY

BLACK PLOT

Plan Border
101-0810796