

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-tichnun@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
- 3. Galib El Khalidi US citizen
- 4. Hasan 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.

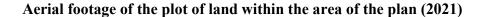
The plan and its goals

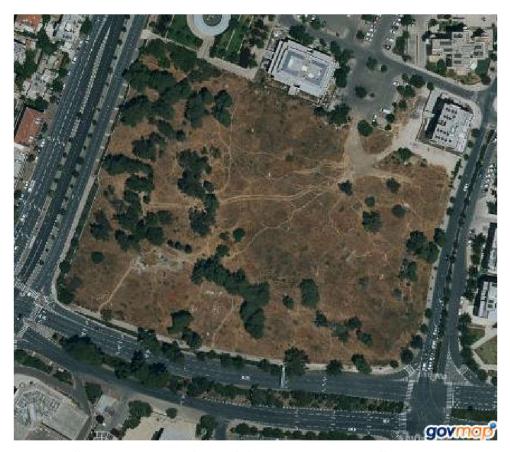
1. The plan is initiated by the U.S. Embassy and the Israel Land Authority,¹ and located on plot 19 in block 30300 in Jerusalem on an area of 30,560 dunams [approximately 7,551 acres]. Its stated purpose is "to establish a diplomatic complex for the United States government that includes an embassy, 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

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.





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

³ Transcript of the Committee's discussion, 15 February 2021, p. 71.

⁴ Transcript of the Committee's discussion, 15 February 2021, p. 68.

⁵ Walid Khalidi, "The Ownership of the U.S. Embassy Site in Jerusalem," *Journal of Palestine Studies*, Vol. 29, No. 4 (Autumn, 2000), pp. 80-101.

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 (حبيب), El Khalidi (الخالدي), Al Fitiani (عبد الرفائي), Abdul Wahab (عبد الرفائي), El-Khalili (عبد الرازق), Turujman (الخاليو), Abdul Razzaq (عبد الرازق), Nashashibi (عبد الرازق), Rashil (رأبو صوان), Abu Sowan (رأبو صوان), as well as Waqf [endowment of] Sheikh El-Khalili (وقف الشيخ الخليلي)) (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.
 - e) Plot 22 was owned, among others, by: Ikram Naaman Regheb El Khalidi, Hussein Ali Qleibo, Hassan Qleibo, Fatima bint Haj Khalil bin Hussein Nashashibi, Muftieh bint Hassan Al Fitiani, Adel Bey Turujman, Safieh bint Ali Qleibo, Siham Abdul Wahab, Fatima Abdul Razzaq, Abdul Razzaq Ali Abdul Razzaq Kleibo, Abdul Razzaq Qleibo, Hussein Ali Abdul Razzaq Qleibo, Mahboubeh Qleibo, Taher El Khalidi, Ifaf Abdul Wahab, Fatmeh El Kahlidi, Hassan Ali Qleibo, Shahinda Bint Muhamed Tawfik Al-Fitiani, Husniya Abdul Wahab Al-Fitiani, Asmal Mohamad Abdul Wahab, Tuham bint Muhamed Tawfik El-Khalili, Nabiha Bint Muhamed Abu El Huda El-Khalili, Waqf Sheikh El-Khalili.
- 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 redivision 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]

⁷ Leshem Sheffer Environmental Quality Ltd. "Historical Survey" [Hebrew] (5 September 2021), p. 12.

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

⁸ EF (Estate File) (Nazareth) 178/78 *The Custodian for Absentees' Property v Tawfiq Muhammad Foad Shalabi* 257, 248 (1980). See also Alexandre Kedar, 'On the Legal Geography of Ethnocratic Settler States: Notes towards Research Agenda' (2003) 5 Law and Geography: Current Legal Issues 401-41.

⁹ Civil Appeal, 415/89 Darwish v. The Custodian of Absentees' Property, PD 47(5) 521, 526 (1993).

of the legislative provisions in the law, if they were enacted today, would not pass the constitutional tests."¹⁰

- 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.

¹⁰ Civil Appeal No. 5931/06, Daoud Khattab Hussain v. Shaul Cohen (2015) paragraph 20.

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.

¹³ Michael Kagan, 'Destructive Ambiguity: Enemy Nationals and the Legal Enabling of Ethnic Conflict in the Middle East' (2007) 38(2) *Columbia Human Rights Law Review* 263, 295.

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

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."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 welldefined design to acquire such property permanently, acquisition under such

¹⁵ US Military tribunal at Nuremberg, US v. Alfreid Krupp et al., cited in HOW DOES LAW PROTECT IN WAR? Second edition (2006) ICRC, volume 2, pp. 1030.

¹⁶ Case no. 58. Trial of Alfried Felix Alwyn Krupp Von Bohlen Und Halbach and 11 others, United States Military Tribunal, Nuremberg, 17th November, 1947, 30th June, 1948. Published in LAW REPORTS OF TRIALS OF WAR CRIMINALS, Selected and prepared by The United Nations War Crimes Commission Volume X (1949) p. 69, 137.

circumstances subsequent to the confiscation constitutes conduct in violation of the Hague Regulations."¹⁷

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 1948.¹⁸

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."¹⁹
- 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

¹⁷ Case No. 57. *Trial of Carl Krauch and Twenty-Two Others*, United States Military Tribunal, Nuremberg, 14th August 1947, 29th July, 1948. Published in LAW REPORTS OF TRIALS OF WAR CRIMINALS, Selected and prepared by The United Nations War Crimes Commission Volume X (1949) p. 1, 44.

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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²⁰ The annexation was widely condemned, including in numerous UN Resolutions. See, for instance, U.N. Security Council Resolutions 242 (1967), 338 (1973), 476 (1980), 478 (1980) and 2334 (2016); U.N. General Assembly Resolution ES-10/19, A/Res/ES-10/19 (2017). Notably, Security Council Resolution 478 specifically calls upon all States to refrain from establishing diplomatic missions in Jerusalem. S.C. Res. 478, 5(b), U.N. SCOR, U.N. Doc. S/Res/478 (Aug. 20, 1980). See also Advisory Opinion issued by the International Court of Justice on 'The Legal Consequences of the Construction of a Wall in the Occupied Palestinian Territory' of 9 July 2004, para 78.

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

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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 No. 1020 File No. 37/27/60h/106

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An agreement made this 2372 day of Latifa daughter of Francis Rashil,

May 194/

Ain Karim Village, Jerusalem Sub-District.

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

District Coumissioner 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 annua payable by half yearly instalments, the first instalment being paid annual

3 months after the commencement of this agreement, numrely 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 hiced 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 aforsaid 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 notwith standing 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	Parcel	Area	Share	Area of Share	Rental Rate
No.	No.	(Metric Dns.)		M. Dns.	p.a.p.d. in Mils
30113	20	2570 171 89.11.	11/60	h71 1109.11.	30000

SPECIAL CONDITIONS

	n Wi	iness	whereof	the	parties	hereto	have	1 ereunder	ret	their	hand
this	93	Ed	day	of	M	ay	19	17			
*****	000		-		Marie IV	1		/			

Signed by the Landlord in the presence of

Signed by the Tenant in the presence of

Hiring No. 1020 File No. 37/27/604/102

一一	HIRING AGREEMENT NO. An agreement made this afformer of day of grove 194 7
	between Rin Bishers Habib
	(hereinatter called the Landlord) of the one part and the District Commissioner of 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 Berracks for the paried 1948.
	period 184 Spril, 1947 to 5184 March 1948 determinable as hereinafter provided, at an annual rent of £P 6.708 mile
	payable by half-yearly instalments, the first instalment being paid
	3 months after the non-mene quant of this no cannot some let be

2. THE TENANT AGREES:

CHARACTER.

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, earry 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 tructures 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 aforsaid 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 netwithstanding 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 Mils
30113	11	2.738	1/12	0.228	29400
		-	and a second		

SPECIAL CONDITIONS

In Witness whereof the parties this 20 th day of Jen	Control of the contro
Signed by the Landlord in the presence of	Forth. Walker on Bochara
Witness	proce of attorney N: 141/148/945
Signed by the Tenant in the presence of	shane I beaun

Tenant

File No. 37/27/604/152

HIRING AGREEMENT NO.

Agreement made this salamal, of day of the source of the source

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

period 1st April 1947 to 31st March 1948

determinable as hereinafter provided, at an annual rent of £P 25.182 mils

per snrum payable by Marsycarly instalments, the first has management annual

Subject the examplement of this of recount renority or annual examples.

2. THE TENANT AGREES:

between

i) to pay the rent in the manner aforesaid.

 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 AGRFED 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 aforsaid 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. Dus.	Rental Rate p.a.p.d. in Mil
30113	19	6.715	3/24	0.840	30000
		FR COMPANY		STEP OF STREET	
				THE RESERVE OF	

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand this 31st. day of May 194 7

Signed by the Landlord in the presence of

Witness

Signed by the Tenant in the presence of

Witness

DISTRICT COMMISSIONER JERUSALEM DISTRICT.

3789/PP&TJ/P 12/45

Hiring No. 1020 File No. 37/27/604/151

PALESTINE STAMPAND	RING AGREEMENT NO.
	Negib Aboussouan, c/o commercial Centre
最近世間は PLANA は A THE SEE	ruselem.
thereinatter cal	ed the Landlord) of the one part and the
Government of	Palestine (hereinafter called the Tenant) of the other part. ord agrees to let the Tenant agrees to hire the land described in the first
Schedule, herete	situated in the Allenby Barracks, Jerusalem. for the April, 1947 to 31st March, 1948.
	hereinafter provided, at an annual gent of £P 25.182 mils
-9 months after	annual the commencement of this agreement namely on

THE TENANT AGREES:

months

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 AGRFED 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 jand 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 aforsaid 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 notwith? standing 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.

THE SCHEDULE

Block No.	Parcel No.	Area (Metric Dns.)	Share	Area of Share M. Dns.	Rental Rate p.a.p.d. in Mils
1 00 8 00	10 m	Party UNIO	manager) of A	P. J. BALKING	
30113	19	6715	3/24	0.839	30000

SPECIAL CONDITIONS

have hereunder set In whereof parties hereto May day of

Signed by the Landlord in the presence of

Signed by the Tenant in the presence of

Negib Aboussouan

3769/PP&TJ/P 12/45

File No. 37/27/60h/150

	rue No. 317 617 3047 130
An Agree IOMILS Datween Comments of the Commen	ement made this day of June 1947
thereinafter es	alled the Landlord) of the one part and the
Government of	Commissioner of deruselem Districts on behalf of the of Palestine (hereinafter called the Tenant) of the other part. Ilord agrees to let the Tenant agrees to hire the land described in the first to, situated in the herein to to the tenant agree, Jeruselem for the to to to the tenant to to the tenant to the t
determinable per ennum.	as hereinafter provided, at an annual rent of £P 25.181. mils

3 months after the commencement of this agreement, namely or

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 aforsaid 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.

THE SCHEDULE

Block No.	Parcel No.	Area (Metric Dns.)	Share	Area of Share M. Dns.	Rental Rate p.a.p.d. in Mils
	9-1		1		October
30113	19	6.715	3/2h	0.839	30000
		8 7 5 7		The second second	a of the said
				A SHARE TO	1141 45

SPECIAL CONDITIONS

In this	Witness whereof	the parties hereto	have lereunder	set their hand
	the Landlord in th	0	planefor	

Witness

Signed by the Tenant in the presence of

Landlord

2396/PP&TJ/P 4/44

Hiring No. 1020 File No. 37/27/604/120

HIRING AGREEMENT NO.

An agreement made this 310

day of

-C 194

between.

Hasan Ali Gleibo, Damascus Gate,

Jerusalem.

bereinafter 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, Jerusslem. for the period lst April, 1947.

determinable as hereinafter provided, at an annual rent of £P 9.449 mile

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

3 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 jand 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 snm 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 aforsaid 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.

THE PARTY

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.

THE SCHEDULE

0.314 30000
3,324 33300

SPECIAL CONDITIONS

Witness whereof the have hereunder set their hand parties hereto day of June 194 7

Signed by the Landlord in the presence of

itness

Signed by the Tenant in the presence of

VISTRICT COUNTS TOTHER JERSBALZE BICTOTO

3789/PP&TJ/P 12/45

GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES
JERUSALEM DISTRICT
JERUSALEM

No. 37/27/604.

30 April, 1947.

Sir, Madam, Gentlemen,

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: Fatmeh el Khaldi.

To Takin et Khalidi Rumeima, Jerusalein.

Copy to: - Area Hirings Officer, Jerusalem,

GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES
JERUSALEM DISTRICT
JERUSALEM

No. 37/27/004.

30 April, 1947.

Sir, Madam, Sentlemen,

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,

CE WANN

DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

To: Itat Abdul Woliab Lawya Abn es Sand

"No Muhicemmad Abu es Su'vel,

Mamilla Rd.,

gernsalen

Copy to: - Area Hirings Officer, Jerusalem.

wef 1.4.48

GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES
JERUSALEM DISTRICT
JERUSALEM

No: 37/27/604.

30 April, 1947.

Sir, Madam, Gentlemen,

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

JERUSALEM DISTRICT.

TO: Taher Eff. el Khalidi.

Rumema Otr.,

Copy to: - Area Hirings Officer, Jerusalem.

GOVERNMENT OF PALESTIME

(D)

DISTRICT COMMISSIONER'S OFFI JERUSALEM DISTRICT JERUSALEM.

June, 1947

No. 37/27/604/116

Sir, Madam, Gentlemen,

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

TO: Mehboubeh Gleibo, c/o Husein Gleibo, Souk El Bizer, 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 20 % day of August, 1947 between Abdul-Razzak eff. Qleibo, District Administration,

of Jopusalem 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 mils.

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

Sometime after the commencement for this bercoment, 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 crection 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 aforsaid 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 sail and 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.

AND IT IS FURTHER REQUIRED AGREED AND DECLARED:

i) That any notice recquired 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 Mils
30113	22	50. 395	\$4.7640	0,0314	30000
					- N

SPECIAL CONDITIONS

	In	Witness whereo	f the	parties	hereto	have	hereunder set their hand	
this_		20 th	day	of	Augus	9.5	1947	

Signed by the Landlord in the presence of

Signed by the Tenant in the presence of

COUNTSOIONSR

Landlora

JE WISALEM DISTRICT.

4080/PP&TJ/P 11/46

5/MS.

Hiring No. 1020 File No.37/27/504/128

HIRING AGREEMEN	T.No.
-----------------	-------

An agreement made this 264 anday of June 194 7

between Husein eff. Ali Gleibo,

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 3lat March, 1947

determinable as hereinafter provided, at an annual rent of £P 9.449 male

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

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

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.

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, it 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.

THE LANDLORD AGREES:

i) That the Tenant performing his obligations hereunder shall peaceably hold and enjoy the aforsaid 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.

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.

-. 010

AND IT IS FURTHER AGREED AND DECLARED:

i) That any notice required under this Agreement may be given by reastered letter and the parties hereto waive any right to be served with a notarial notice notwithstanding anything contained in the Ottoman Code of Givil 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. Dus,	Rental Rate p.a.p.d. in Mils
30113	22	50.395	4/640	0.314	30000

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand

day of Stane 1947

Signed by the Landlord in the presence of

Signed by the Tenant in the presence of

Landlord

DISTRICT COMMISSIONER'S OFFICES JERUSALEM DISTRICT JERUSALEM

No. 37/27/604.

1 A GOMEL 1917.

Sir, Madam, Gentlemen,

I have the honour to refer to my Notice of Requisition issued under Regulation 47, 48 of the

> 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,

E.E. MANN DISTRICT COMMISSIONER JERUSALEM DISTRICT.

TO: Abdul Razzaq Ali Abdul Razzaq Kleibo

Husein Philo.
Tuk el Bizar,
Old City, gerusalem. Copy to: - Area Hirings Officer,

Jerusalem.

See file 37/27/604/14

DISTRICT COMMISSIONER'S OFFICES JERUSALEM DISTRICT JERUSALEM.

No. 37/27/50h.

30 April, 1947.

Sir, Madam, Gentlemen,

I have the honour to refer to my Notice of 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,

> > > FE WANN

DISTRICT COMMISSIONER JERUSALEM DISTRICT.

TO: Petmen sodul Rezzag Kleibo Kleibo

Copy to: - Area Hirings Officor, Jerusalem.

see file 1/2/1/604/14

DISTRICT COMMISSIONER'S OFFICES JERUSALEM DISTRICT **JERUSALEM**

No. 37/27/604.

30 April, 1947.

Madam, dentionen,

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.

> > I. E. MANN

DISTRICT COMMISSIONER
JERUSALEM DISTRICT

TO: Sinem Abdul-Wahab Lawya Ahi Sand
Through Lawya Ahi Sand

Yo Mulmmund Abn as Sund.

Copy to:- Area Hirings Officer, Jerusalen

Jerusalem.

wef 1.4.47

File No. 37/27/604/123.

HIRING AGREEMENT, No.

An agreement made this 26 -

District Commissioner of

day of

den 1947

between Saria bint Ali Qleibo, c/o Hussein Qleibo,

Suk el Bizar, Old City, Jerusalem.

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

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 EP 9.449 mils

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

O 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 aforsaid 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.

Exist Q UEST DATE.

- 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 Mils
30113	22	50-395	4/640	0.314	30000
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SPECIAL CONDITIONS

In	Witness	whereof	the	parties	hereto	have	hereunder	set	their	hand	
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this 2/

day of

194 /

Signed by the Landlord in the presence of

Witness

Landlord

Signed by the Tenant in the presence of

Tenant

JERUSALEM DISTRICT.

auto J. Jaci

JERUSALEM DISTRICT
JERUSALEM.

No. 37/27/604 /145

7 May, 19473

Sir, Wedam, Gentlemen,

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

Takel Bey Turujmen, Hessidoff Building, Jeffs Rosd, Jerusalem.

COPY TO: - Area Hirings Officer, Jerusalem.

30/5.

/w.e.f. 1.4.47

B. W. on 26/6/44.

DISTRICT COMMISSIONER'S OFFICE JERUSALEM DISTRICT

JE WUSALTM.

Мау, 1947.

No. 37/27/604 /144

> Sir, Madawxxxx Gen takenenxxxx

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

TO:

Adel Bey Turujman, Hassidoff Building, Jaffa Road, Jerusslem.

COPY TO: - Area Hirings Officer,

AN. m 28/6/47.

5/MS.

File No. 37/27/604/140

HIRING AGREEMENT No.

An greement made this 20 th

day of June 1947

Muftich bint Hesen El Fitieni, c/o Izzat Nuseibeh, Damascus Gate, Jerusalem.

hereinafter called the Landlord) of the one part and the

District Commissioner of Jepusalem-District. on behalf of the

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

Pie Landlord agrees to let the Tenant agrees to hire the land described in the first

chedule 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 mils

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

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

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.

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, it 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.

THE LANDLORD AGREES:

- i) That the Tenant performing his obligations hereunder shall peaceably hold and enjoy the aforsaid 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.
- 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.

i) That any notice required under this Agreement may be given by regimered 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 Mils
30113	22	50•395	1120/143360	0.393	30000
				and the	- winnowd

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand

Signed by the Landlord in the presence of

Landlord

Signed by the Tenant in the presence of

USELEM DISTRICT.

Hiring No. 1020

File No. 37/27/604/137

н	IRIN	IG	AG	RE	EM	EN	T	NC	١.

between Formen bint Noj Kholil bin Mussein Nashashibi

de'sd we se'id querter, Jerusalem

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

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first Schedule hereto, situated in the Allendy Berroom for the period land April 1947 to 31ct was challenged.

determinable as hereinafter provided, at an annual rent of £P __ 4.800 m11s

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

3 months refter the second mention to a finish agreement, manually our is mount is

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 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 aforsaid 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.

- 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. în Mils	
30113	22	50.395	456/143360	0.160	30000	
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			atomestic contra	no museumble	deposit a	

SPECIAL CONDITIONS

In Witness whereof the parties this day of Hune	hereto have hereunder set their hand
off rises.	معم فالحمي
Signed by the Landlord in the presence of	
· Mach	Landlord
Witness	
Signed by the Tenant in the presence of	or 1
Unter y gach -	May be he have
7 - 4	DISTRICT CONNICE NAMED
Witness	JERUSALEM DISTRICT.

Hiring No. File No ... HIRING AGREEMENT NO. An agreement made this 3 MA day of Hassan Eff. Qleibo, Damaseus Gate, Jerusalem. (becematter called the Landlord) of the one part and the OMI District Commissioner of ... Jerusalem District. 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 4 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 AGRFED 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 and 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 snm 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 aforsaid 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.

- i) That any notice required under this Agreement may be given by resistered 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	Parcel	Area	Share	Area of Share	Rental Rate
No.	No.	(Metric Dns.)		M. Dus.	p.a.p.d. in Mils
30113	55	50.395	16/1920	0.420	30,000

SPECIAL CONDITIONS

In 3 Witness	whereof	the	parties	hereto	have hereunder	set	their	ha
this	day of	t			194	.7		7,10

Signed by the Landlord in the presence of

Witness

Signed by the Tenant in the presence of

auton J. Jacir

Landiord

JUNESALSE DISTRICT.

HIRING AGREEMENT No.

An agreement made this 2

day of Icene 194

between Hussein Eff. Qleibo,

Suk el Bizar, Old City, Jerusalem.

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

District Commissioner of Jerusalem District.

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.

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

determinable as hereinafter provided, at an annual rent of £P 12.599 mils.

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

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

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.

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 tructures 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,

THE LANDLORD AGREES:

i) That the Tenant performing his obligations hereunder shall peaceably hold and enjoy the aforsaid 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.

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.

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. Dus.	Rental Rate p.a.p.d. in Mils
30113	. 22	50.395	16/1920	0.420	30000
		AND COMMON	e land a superior as was as	Arminers an armini	directions and

SPECIAL CONDITIONS

In Witness, whereof the parties hereto have hereunder set their hand

this 2 6 th

day of

102

Signed by the Landlord in the presence of

Landlord

Witness

Signed by the Tenant in the presence of

Tenant

J MUSALEM DISTRICT

287/0//

Hiring No. 1020 File No. 37/27/604/147

HIRING AGREEMENT NO.

day of 194
Khelidi
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em District on behalf of the e Tenant) of the other part.
rees to hire the land described in the first
31st Merch 1948 195 de
arly instalments, the first instalment being paid

2. THE TENANT AGREES:

REPRESE

i) to pay the rent in the manner aforesaid.

3 months sufter their muoner appears of this appearant, maniely mix

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 AGRFED 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 snm 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 aforsaid 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.

- 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 Mils
9000	会 20mm 3mm 3mm 3mm 3mm 3mm 3mm 3mm 3mm 3mm		the comment of the following	Spinordistation	000 TAC
30113	22	50.395	950/92160	0.519	30000
				-	CAMPER

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand this 5th day of gune 1947

Signed by the Landlord in the presence of

A. S. Gleccus Witness Landlord ومة عارك ما عولي

Signed by the Tenant in the presence of

Tenant

DISTRICT COMMISSIONED JERUSALEM DISTRICT.

DISTRICT COMMISSIONER'S OFFICES JERUSALEM DISTRICT JERUSALEM

No. 37/27/604.

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 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: Asmat Mohamad Abdul Wehab el Khalii.

To Jamal Bey Tukan, District Officer Jerusuleun.

Copy to: - Area Hirings Officer, Jerusalem.

COMPENSATION (DEFENCE) ORDINANCE, 1940 Requisition No. 37/27/478 of 8/12/43 and No. 37/27/175 of 13/4/44.

(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 CLAIN FOR COMPENSATION UNDER SECTION 4(1)(a)(e) 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 Address Business or description. Shahinda Bint Muhamed Tewfik Al Khalili & Daoud Abdul Wahab el Fitiani in his capacity as attorney of Husniya Abdul Wahab el Fitiani and Tuham bint Muhamed Tewfik el Khalili.

Katamon Quarter, Jerusalem. Landlords.

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 22 50395 M 80/640

114 19 6750 M 80/640

Building plots.

Area of any adjoining land of the claimant of which possession has not been taken:
Buildings or parts of buildings on the land of which possession has not been taken

Nil

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

If tenant, state

5.

Nil

Owners
This land, forming part of
Allenby Barracks, has been
leased to the W.D. through
the Government since 1935. The
last agreements were concluded
as follows:-

Block Parcel Rental rate & Period.

113 22 LP 30 3 years from

113 22 LP 30 3 years from 27/1/41
114 19 LP 20 3 years from 1/1/1940

N11

Nil

N11

(a) Landlord's name & address (b) Nature of tenancy or leas Nature of tenancy or lease (c) Date of tenancy or lease and short particulars and any special covenants etc: (a) How determinable and term unexpired; (e) Rent payable: Where applicable; annual value as assessed under the Urban Property Tax Ordinance (Cap. 147) Particulars of mortgages etc.: 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 (b) Seeds Tillages Growing crops

Unexhausted manures

Other similar matters

Nil Nil Nil Nil IP...60 oat J.P. jaudunum Nil Nil

Nil Nil Nil Nil Nil

Nil

Date possession taken by competent authority:

The Army has been in possession long before the present war, 1.e. before the Emergency Regulations were enacted. Requisition Notice was served to take effect, in respect of parcel 22 Block 113, from 7/I/44 in respect of parcel 19 Block 114 from 29/2/44.

Particulars of claim, showing how the amount claimed under each of the below mentioned 8. 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)(c).

(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	alking
Name and address of advocate if any. N. M. Kliash. Mulian	enralen
Name and address of surveyor if any	

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URBAN PROPERTY TAX ORDINANCE.

قانون ضريبة الاملاك في المدت وواتم مو مددالا مردادد.

VALUATION AND SUPPLEMENTARY VALUATION LIST.

قائمة التخمين وملحق قائمة النخمين دسوه ساهم ددموه.

Name and Number of Block was a last of a last

Date of deposit of list

שם הנוש ומספרו זור א וגרוש ווגומה תאריך הסקדת הרשימה

Serial No. المرة المسلسلة معتدان المعتدان المع

Net Annual Value الابجار المتوى الصافي השוי השנתי הנקי Register سجل Previous Assessment Revised Assessment סבקם التخديدالسا بق החعدده הקודמו التخمين بعد المراحعة החשרכה המתרקנת Parcel No. in Valuation and Revised Houses Industrial Land Supplementary ייפי דירות مشروع صناعي دمه موسه Parcel أرض مدمو No. نمرة القسيمة في Names of Reputed Owners Description of Property غرة Initials and Date النمرة قائمة التخمين ppeal or Final التخاف أو خلاصة وصف الملك اسهاء الما لكين المعروفين التوقيع والتاريخ ممموعم الممعدو القسمة Assessment (Carlo march trial المتسلسلة وملحق قائمة שמות הבעלים הירועים תאור הרכוש السابقة Volume Folio Houses Land חמספר مشروع or التخمين המספר ارض 40 الصحيفة يبوت صناعي זמתרקן שי מספר החלקה כרך דירות קרקע 202 ברשימת השומא וברשימה חבוספת L.P. L. P. L. P. ج. ف. وحو (۱۳۲۱) الطرور(۱۳۳۱) ج، ف، ج. ف. and 14.3 10 154.1 104 15/28 10 14.3.3 Bishara Habib 11 11 11 3 1536 17 y 1017 W IT 1536 4 18 Hanna Mansur + ((0,1 11 18 1000 Qustandi Salama + Ce 19 19 (0) 0 19 20 6 59. C. 7 490 20

Signatures of Appeal Commission نوافیه اعظاء لجنة الاستثناف مرسوس مدد دود مودودت

Signatures of Assessment or Revision Committee.
و اقبع اعضاء لجية التحميل او المراجعة معناه العام المعادة التحميل او المراجعة

Chairman

Date

. ئىس

Assessment Ottyres

ر أيس لجنة التخديث و الأله العالم المعاددة

Objection כיניים ל יו"ר ועדת Chairman ושות ה התאריך

ושר א התאריך Date

16/11/38

ושות א המאריך

Date

URBAN PROPERTY TAX ORDINANCE.

قانون ضريبة الاملاك في المدت وجالته هم مددالا ملاك في المدن

VALUATION AND SUPPLEMENTARY VALUATION LIST.

- قائمة التخمين و ملحق قائمة النخمين - دهنور هاهم ادهنور هاهم داهور.

ולית: المسلسلة المراد المسلسلة المراد المسلسلة المراد المسلسلة المراد المسلسلة المراد المسلسلة المسلس

Name and Number of Block and - 1.11

اسم القطعة ونمرشها عدد مداه اهداء تاريخ الداع القائمة معددة معوده مدعدهم

Date of deposit of list

الاعار المنوى الصافي חשרי חשנתי הנקי Net Annual Value Register سجل Revised Assessment Previous Assessment מנקס וושלים אנ ולנו באה החשרכה המתוקנת لتخمينالسا بق ممعدده معودهم Parcel No. in Valuation and Revised Industrial Houses Land Supplementary Parcel مشروع صناعي دمه موسه ارض مدمع Serial Nos عررة القسيمة في Assessment
Appeal or Final

|Variety | Language | Appeal or Final
graph | Appeal or Final Description of Property Names of Reputed Owners النمرة Initials and Date قائمة التحين القسمة وصف الملك اسهاء المالكين المروفين Indus-Assessment التوقيع والتاريخ مممرهم المعدر Assessment התערכה المتسلسلة وملحق قائمة trial السايقة תאור הרכוש שמות הבעלים הידועים Volume Folio Houses Land التخبين המספר الصحفة صناخي מתרקן של מספר החלקה קרקע ברשימת השומא בתי וברשימה הנוספת תעשיה ج. ف. ۱۳۵۵ (۱۳۲۸) ج. ف. ۵°۵ (۱۱۲۰) ج. ف. و"و (x"٢) 21 CI 101 21 8 22 271 27 8 22 271

Signatures of Appeal Commission واقيم اعضاء لجنة الاحتثناف חתימות חברי ועדת הערעורים

Signatures of Assessment or Revision Committee. واقيع اعضاء لجنة التخمين او المراجعة nnquan مراده مدد الاس ممودده

Chairman

ול לניים חיישב ראש Assessment Chairman Chairman

ר יוצר ועדת ההערכה יוצר ועדת ההערכה

Objection Chairman

ر ثيس اللجنة التي تطرت في الاعتراض دسم الله الممددة ال

Accentation of

Date

ושלת א התאריד Da

111/38

ושות אל התאריך

Date

ושות <u>א</u> התארוך נספח ב

DEPARTMENT OF STATE FOR THE PRESS

05/60

JULY 28, 1953

NO. 401

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.

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