Adalah The Legal Center for Arab Minority Rights in Israel عدالــة الـمركــز القـانـونـي لحقـوق الاقـلـــة العـربــية فـي اسـرائـيـل עדאלה המרכז המשפטי לזכויות המיעוט הערבי בישראל



666 Broadway, 7th Floor New York, New York 10012 212-614-6464 ccrjustice.org

November 10, 2022

Secretary of State Antony Blinken United States Department of State Washington, D.C.

Ambassador Thomas R. Nides United States Embassy in Israel Department of State Tel Aviv

Re: Plans for new U.S. Embassy in Jerusalem on Illegally Confiscated Palestinian Land

Dear Secretary Blinken and Ambassador Nides:

We are writing regarding the proposed plan of the U.S. State Department and the U.S. Embassy in Israel to build a new embassy compound in Jerusalem (Plan 101-0810796 - "Diplomatic Compound - USA, Hebron Road, Jerusalem"). Recently revealed information from the Israel State Archives confirms that the proposed site is on land that belongs to Palestinians, including U.S. citizens, that has been illegally confiscated by Israel under the 1950 Absentees' Property Law.

We write on behalf of several Palestinian heirs to this land to formally bring this information to the State Department's attention, and to demand an immediate cessation of this plan. We request a meeting with the State Department and the U.S. Embassy to clarify the U.S. Government's position on Israel's authority to extinguish property rights under the Absentees' Property Law, and to ensure that the Biden Administration takes no further steps to entrench the unlawful dispossession of Palestinian refugee property and, more fundamentally, the decision to move the U.S. Embassy to Jerusalem contrary to international consensus.

By maintaining and expanding its Embassy in Jerusalem, the United States is in violation of its international legal obligations.

Maintaining and expanding the U.S. Embassy in Jerusalem is a violation of international law, just as moving the Embassy to Jerusalem and declaring it the capital of Israel was in the first instance. Since UN General Assembly Resolution 181 (1947), Jerusalem has been recognized to have a special separate status (*corpus separatum*). As a result, the international community holds that sovereignty over Jerusalem remains, for most states, undetermined. Moreover, Israel's 1980 annexation of East Jerusalem has been consistently rejected, as the international community continues to reaffirm the inadmissibility of the acquisition of territory by force. This status is

reflected in numerous UN Security Council and General Assembly Resolutions.¹ A U.S. Embassy in Jerusalem, regardless of where the Embassy is located, ignores this consensus and signals approval of Israel's illegal annexation.

This move would also violate international law in that it would constitute a breach of the Vienna Convention on Diplomatic Relations - 1961, to which the United States, the State of Palestine and Israel are parties. The Convention clearly states that any diplomatic mission established must be within the express territorial sovereignty of that state. As Jerusalem has a special legal status under international law, this move would constitute a clear breach of the Convention. It also contravenes Palestinians' right to self-determination, the right they have to "freely determine their political status and freely pursue their economic, social and cultural development."²

The proposed new embassy site also breaks with decades of U.S. policy on Jerusalem. In fact, the U.S. State Department in 1953 opposed Israel's transfer of its foreign office to Jerusalem and its refusal to move the U.S. embassy to the city citing international law and the special status of Jerusalem. Attached as Appendix 2 is the press release from the U.S. State Department, dated July 28, 1953.

Proof of Palestinian ownership of the land in question.

In July 2022, Adalah published newly discovered archival records from the Israel State Archives demonstrating clear proof of Palestinian ownership of the land earmarked for the proposed site of the U.S. Embassy in Jerusalem. The documents offer definitive proof that the land in question was owned by Palestinians and temporarily leased to British Mandate authorities before the dispossession of Palestinian residents from West Jerusalem and the establishment of Israel in 1948, in what Palestinians refer to as the Nakba. This period saw massive seizures of Palestinian land and mass refugee displacement. These archival lease agreements, attached as Appendix 1, offer vivid detail on who owned the land before Israel seized it, including the names of the Palestinian landowners – individuals from the Habib, Qleibo, El Khalidi, Razzaq, and El-Khalili families, among others. Descendants of these original owners, who include U.S. citizens, have demanded that the U.S. State Department cancel this plan.³

¹ See, e.g., 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 the establishment of diplomatic missions in Jerusalem. S.C. Res. 478, 5(b), U.N. SCOR, U.N. Doc. S/Res/478 (Aug. 20, 1980).

² See the International Covenant on Civil and Political Rights, Art. 1, 16 Dec 1966, United Nations, Treaty Series, vol. 999, p. 171; International Covenant on Economic, Social, and Cultural Rights, Treaty Series, vol. 999, 16 Dec 1966, p. 171; UN General Assembly, Situation of human rights in the Palestinian territories occupied since 1967, A/77/356, 21 Sept 2022, p. 6-10, <u>https://www.un.org/unispal/wp-content/uploads/2022/10/A.77.356_210922.pdf</u> ("The right to self-determination is an "inalienable right" of the Palestinian people, as affirmed by the General Assembly.").

³ See, e.g., *Adalah reveals new evidence that joint US-Israeli plan for embassy in Jerusalem is located on Palestinian private property*, Adalah – The Legal Center for Arab Minority Rights in Israel, Jul. 7, 2022, <u>https://www.adalah.org/en/content/view/10653</u>; Thomas Dallal and Ghousoon Bisharat, What's The Story? Ali Qleibo on the United States Embassy stealing his family's land, Mondoweiss, Oct. 24, 2022,

https://mondoweiss.net/2022/10/whats-the-story-ali-qleibo-on-the-united-states-embassy-stealing-his-familys-land/.

In response to media inquiries on the subject in July of this year, the Embassy affirmed that in this and all such property acquisitions, "due diligence" is exercised. We are concerned that such due diligence did not reveal the Palestinian ownership of these properties, or worse, that the US State Department's due diligence criteria does not consider the private property rights of the Palestinian owners, including some US citizens, as well as the United States' international legal obligations.

The US Embassy's planned expansion on this site entrenches Israel's unlawful dispossession.

Should the U.S. proceed with this plan, it would not only be complicit with Israel's illegal confiscation of Palestinian-owned land, but it would also become an active participant in the seizure of the land of U.S. citizens.

As a result of the expulsion from their homeland in 1948, several of the original landowners fled and sought refuge in the U.S. and a number are now U.S. citizens. The Department of State and its foreign service officers have an obligation to protect the interests of United States citizens overseas, including their foreign estates and inheritances. *See, e.g.* 22 C.F.R. § 71.3. The U.S. Constitution extends its protections to private property interests extraterritorially in certain circumstances, including to property interests of non-resident citizens. *See, e.g., <u>Atamirzayeva v.</u> <u>United States</u>, 524 F.3d 1320, 1327-28 (Fed. Cir. 2008) (finding that the Fifth Amendment's Takings Clause could apply to a seizure of foreign property of a non-citizen who has sufficient connections to the United States). Yet if it proceeds with this plan, the U.S. State Department is participating in the violation of the private property rights of its own citizens.*

As noted, Israel seized this land under the 1950 Absentees' Property Law, which was used widely to dispossess Palestinian refugees and internally displaced Palestinians from their property in the years following the 1948 Nakba and again in 1967. The law violates international law applicable to the 1948 war, which engendered the Palestinian refugee problem. Article 46 of the regulations attached to the 1907 Hague Convention Respecting the Laws and Customs of War on Land stipulates the need to respect the right of private property and explicitly prohibits the confiscation of private property.⁴

If built, the U.S. embassy compound will be located on land that was seized from Palestinians in violation of international law, including Article 46 of the Hague Regulations. Both <u>Human Rights</u> <u>Watch</u> and <u>Amnesty International</u> have identified the Absentees' Property Law as a foundational tool of Israel's oppression and domination of Palestinians within a broader Apartheid system. According to Amnesty, the law "effectively gave the state control over all property belonging to Palestinians who were expelled or fled their homes", wherein such persons "were deemed

⁴ The violation of the Hague Regulations also falls within the definition of "plunder" as used at Nuremberg trials. See: Michael Kagan, "Destructive Ambiguity - Enemy Nationals and the Legal Enabling of Ethnic Conflict in the Middle East," *Columbia Human Rights Law Review* vol. 38(2) (Winter 2007), p. 295. The ruling in Case No. 10 of the US Military Tribunal at Nuremberg, *U.S. v. Alfried Krupp et al.*, was the first to address the confiscation of property following the end of fighting in the Second World War. The court ruled, *inter alia*, that the confiscation in questions constituted a violation of Article 46 of the Hague Regulations that prohibit, as noted, the confiscation of private property (U.S. Military Tribunal at Nuremberg, *U.S. v. Alfred Krupp et al.*, cited in *How Does Law Protect in War*? Second Edition (2006), ICRC, vol. 2, p. 1030). See Kagan p. 272. *See also* Fourth Geneva Convention relative to the Protection of Civilian Persons in Time of War, Geneva, 12 August 1949, art. 33 (prohibiting pillage); Rome Statute of the International Criminal Court, A/Conf. 183/13 (1998), art. 8(2)(b)(xvi) (war crime of pillage).

"absentees" even though they never crossed an international border and, in many cases, remained within a few kilometers of their homes and land." The U.S. Embassy plan to build on this land will also violate the private property rights of Palestinian landowners and the internationally established right of Palestinian refugees to return to their homes and gain restitution of their properties.⁵

Given these violations, Adalah and the Center for Constitutional Rights call on the Biden Administration to immediately cancel this plan and demand Israeli authorities withdraw their plan for the US diplomatic compound on this land.

We thank you for your prompt attention to this matter. Our request is time sensitive, as the Israel Authorities submitted the plan for public comment on November 7th. We hope to hear back from you soon to set a time to meet to discuss our concerns.

Sincerely,

Suhad Bishara, Advocate, *on behalf of* Adalah – The Legal Center for Arab Minority Rights in Israel

Diala Shamas, Esq., *on behalf of* The Center for Constitutional Rights

⁵ UNGA resolution 194 (III), December 11, 1948.

Appendix 1

			Hiring 1	No. 1020	
			File No.	37/27/60	04/106
	EXAMPLE AND A CONTRACT AND A CONTRACTACT AND A CONTRACT AND A CONTRACTACTACTACTACTACTACTACTACTACTACTACTACTA			May	1947
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Government	of Palestine (herein)	after called the T	enant) of the	other part.	
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annual 5 months after the commencement of this agreement, namely on 6 months

2. THE TENANT AGREES:

i) to pay the rent in the manner aforesaid.

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

3. AND IT IS AGREED THAT:

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

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

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

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

4. THE LANDLORD AGREES:

i) That the Tenant performing his obligations hereunder shall peaceably hold and enjoy the aforsaid land during the said term without any interruption by the Landlord or any person rightfully elaiming 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.

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
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SPECIAL CONDITIONS

In Witness whereof the parties hereto have lereunder set their hand Mac this 234d day of

Signed by the Landlord in the presence of

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Landlord

Signed by the Tenant in the presence of

Witness

2396/PP&TJ/P 4/44

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3 months after the sommencement of this agreement, deniely bit frammur

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, 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 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.

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7. THE SCHEDULE

Block No.	Parcel No,	Area (Metric Dns.)	Share	Area of Share M. Dns.	Rental Rate p.a.p.d. in Mils
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SPECIAL CONDITIONS

In Witness whercof the parties hereto have hereunder set their hand _____194 / this day of luc For H. Walker

Signed by the Landlord in the presence of

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nore Beeban Landlord 20.10.

Signed by the Tenant in the presence of

DISTRICT COMMISSIONER USALZE, DISTRICT.

3769/PP&TJ/P 12/45

-030 Hiring No. 1020 File No. 37/27/604/152 HIRING AGREEMENT, NO. agreement made this solamely IOMILSA I 194 day of Mr. Hanna Aboussouan, c/o Lutfi Aboussouan, Commercial later weeks Centre Jerusalem. hereinafter called the Landlord) of the one part and the Jerusalem Bistrict District Commissioner of on behalf of the averagent 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 25.182 mils _payable by Materiarly instalments, the first installate the same and per annum annual

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2. THE TENANT AGREES:

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3. AND IT IS AGRFED THAT:

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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.

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

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

7. THE SCHEDULE

Block No.	Parcel No.	Area (Metric Dns.)	Share	Area of Share M. Dns.	Rental Rate p.a.p.d. in Mil
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SPECIAL CONDITIONS

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

Signed by the Landlord in the presence of

Hanna Aboussouan

Witness

Signed by the Tenant in the presence of

Witness

Auan

JERUSALEM DISTRICT.

3789/PP&TJ/P 12/45

106 Hiring No. 1020 File No. 37/27/604/151 HIRING AGREEMENT NO. n agreement made this 194 / of day Negib Aboussousn, Dist viterit c/o Commercial Centre Jerusalem. ŧ۲. hereinatter called the Landlord) of the one part and the Jerusalem District. District Commissioner of 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 Blat March, 1948. determinable as hereinafter provided, at an annual gent of £P 25.182 mils per annum payable by haif yearly instalments, the first instalment being paid annual

I months after the commencement of this agreement, namely on --

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2. THE TENANT AGREES:

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SPECIAL CONDITIONS

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Signed by the Tenant in the presence of

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3769/PP&TJ/P 12/45

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	File No. 37/27/60h/150
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Block No.	Parcel No.	Area (Metric Dns.)	Share	Area of Share M. Dns.	Rental Rate p.a.p.d. in Mils
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SPECIAL CONDITIONS

parties hereto have lereunder set their hand In Witness whereof the 194 7 une day this

Signed by the Landlord in the presence of

Witness

Landlord

Signed by the Tenant in the presence of

2396/PP&TJ/P 4/44

Tenant

HIRING AGREEMENT NO.

An agreement made this June day of ten Hassn Ali Qleibo, Damascus Gate, Jerusalem.

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

District Commissioner of **Jerusslem 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, to 31st March, 1948

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

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

Hiring No. 1020

File No. 37/27/604/120

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- 210

3 months after the commencement of this agreement, namely on

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between.

of

2. THE TENANT AGREES:

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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 pand 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.

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

a.p.d. in Mil	M. Dns.	Share .	Area (Metric Dns.)	Parcel No.	Block No.
•				and the second of the second s	0.00.0000
30000	0.314	4/640	50.395	22	30113

SPECIAL CONDITIONS

Witness whereof the have hereunder set their hand parties hereto In 3rd this day of June 194 7

Signed by the Landlord in the presence of

Itness

Signed by the Tenant in the presence of

Landlord

JEWHALE DISTICT.

3789/PP&TJ/P 12/45

GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES JERUSALEM DISTRICT JERUSALEM

3.0 April, 1947.

No. 37/27/604.

Sir, Madam, Gentlemen,

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

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.

Rumeina, Copy to: - Area Hirings Officer. Jerusalem.

To Takin of Khalichi

GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES JERUSALEM DISTRICT <u>JERUSALEM</u>

30 April, 1947.

No. 37/27/04.

Sir, Madam, Sentlomen,

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 pos-sible.

I have the honour to be, Your obedient servant.

ENANN

DISTRICT COMMISSIONER JERUSALEM DISTRICT.

TO: Is Hodel Which Lawya Abn & Sand Through Lawya Abn & Sand "To Muhammad Abu is Su'ud, Mamilla Rd." Jumalen

Copy to: - Area Hirings Officer, Jerusalem.

wef 1.4.48

GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES JERUSALEM DISTRICT JERUSALEM

Q O April, 1947.

48

No: 37/27/604.

Sir, Madam, Gentlemen.

Sec. 3

I have the honour to refer to my Notice of

Please let me know within 30 days from the 2. 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.F. MANN

DISTRICT COMMISSIONER JERUSALEM DISTRICT.

TO: Taher Eff. el Khalidi.

Copy to: - Area Hirings Officer, Jerusalem.

Rumena Oh.

Jerusalen

GOVTRNMINT OF PALLSTINE

DISTRICT COMMISSIONER'S OFFI-JERUSALEM DISTRICT JERUSALEM.

No. 37/27/604/116

June, 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.

DISTRICT COMMISSIONER JERUSALEM.DISTRICT

F. E NEADING

TO: Mahboubeh Qleibo, c/o Husein Qleibo, 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 No. 1020

File No. 37/27/604/128

HIRING AGREEMENT No.

An	agreement made thi	is	20 1/2	day of	August,	1947
between	Abdul-Razzak					
of	Jerusalem.	Beer	sheba			19

(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 let 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-

3 months after the commencement for this by coment, 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 strucures 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 land or upon the occupier thereof by the Government or any Local Authority.

6. 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.
 THE SCHEDULE

Rental Rate p.a.p.d, in Mils	Area of Share M. Dns.	Share	Area (Metric Dns.)	Parcel No.	Block No.
30000	0,031h	\$4,1640	50.395	22	113
	0,2314	\$te, 1620	50.395	22	113

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand

20 th AUGUST this day of____

Signed by the Landlord in the presence of

July himporen

Signed by the Tenant in the presence of

tow for Jaci

4080/PP&TJ/P 11/46

Lundlora

1947

JE TUSALEN DISTRICT.

File No 37/27/604/128 HIRING AGREEMENT NO. An agreement made this 26 and of funce 194 7 between Hussein eff. All gleibo, of Buk el Bizar, Old Citw, 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 Bernacka, Jerusalem. for the

Hiring No. 1020

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

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

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

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

2. THE TENANT AGREES:

i) to pay the rent in the manner aforesaid.

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

3. AND IT IS AGREED THAT:

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

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

iii) The Tenant may at any time remove all or any of the buildings or other structures or materials erected or placed by him upon the land and shall, at the expiration of the tenancy, 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.

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.

-. 010

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 Parcel Area Area of Share Rental Rate No. No. (Metric Dns.) Share M. Dns. p.a.p.d. in Mila 30113 22 50.395 4/640 10.314 30000

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand

this

26 day of Strand 1947

Signed by the Landlord in the presence of

Landlord

AR

Signed by the Tenant in the presence of

Tenant

DISTRICT COMMISSIONER JERUFALEM DISTRICT.

GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES JERUSALEM DISTRICT JERUSALEM

No. 37/27/604.

3 A 60021. 19/17.

128

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 Razzag Ali Abdul Razzag Kleibo 6 Husein Olibo. Such al Bizar, Old City, jerusalen.

Copy to: - Area Hirings Officer, Jerusalem.

See file 37/27/604/14

GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES JERUSALEM DISTRICT <u>JERUSALEM</u>

30 April, 1947.

126

No. 37/27/604.

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 pos-sible.

I have the honour to be, Your obedient servant,

F. E NANN

DISTRICT COMMISSIONER JERUSALEM DISTRICT.

TO: Petmen sodul Rezzag Kleibo Such el Bizar, Old city jemselem. Copy to: - Area Hirings Officer, see file 1/2/1/604/14 Jerusalem,

GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES JERUSALEM DISTRICT JERUSALEM

30 April, 1947.

No. 37/27/604.

Gir, Madam, Sentiemen,

wef 1.4.47

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: Sihen Abdul - Wahab Lawya Abi Sand Through Lawya Abi Sand To Mediaminad Abu as Su'nd. Mamilla Rd. Journalen Journalen

Jerusalem.

Hiring No. 1020

.010

File No. 37/27/604/123.

HIRING AGREEMENT, No.

An agreen	ent made this 20 - day of gene 1947
between 8871	a bint Ali Gleibo, c/o Hussein Gleibo,
of Suk el	Bizar, Old City, Jerusalem.
(hereinafter call	ed the Landlord) of the one part and the
District O	mmissioner of Jerusalem District. on behalf of the
Government of	Palestine (hereinafter called the Tenant) of the other part.
1. The Landl	ord 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-

-mmmal

-O-months after-the commonoement-of-this-agreement, namely on

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.

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.	Pareel No.	Area (Metric Dns.)	Share	Area of Share M. Dns,	Rental Rate p.a.p.d. in Mils
3011	13	22	5 0•395	4/640	0.314	30000
						non na solar a Stanta a Nicional

SPECIAL CONDITIONS

In Witness where of the parties hereto have hereunder set their hand

Q

194 7

day of

Signed by the Landlord in the presence of

Witness

Signed by the Tenant in the presence of

Landlord

Tenant

DISTR

3118/PP&TJ/P 1/45 MS.

DISTRICT COMMISSIONER'S OFFICE JERUSAIEM DISTRICT JERUSALEM.

May, 19478.

74

No. 37/27/604 /145

Sir, Medam, Gentlemen,

/w.e.f. 1.4.47

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

X

TAtel Bey Turujmen, Hessidoff Building, Jeffs Roed, Jerusalem.

COPY TO:- Area Hirings Officer, Jerusalem.

5/MS.

B.U. on 26/6/47.

GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICE JERUSALEM DISTRICT JERUSALEM.

May, 1947.

(1)

No. 37/27/604 /144

Sir, Madamaxxx Gentixeexxx

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:

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

COPY TO:- Area Hirings Officer, Jerusalem.

A. M. on 2.8/6/47.

5/MS.

File No. 37/27/604/140 HIRING AGREEMENT No. An opreement made this day of fund 194 7 Nuftich bint Hasan El Fitieni, o/o Izzat Nuscibeh, Demoscus Gate, Jerusalem. Hereinalter called the Landlord) of the one part and the

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 lat April, 1947, to 31st March, 1948

determinable as hereinafter provided, at an annual rent of £P 11.790 mile

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

Hiring No. 1020

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

6-months-

2. THE TENANT AGREES:

i) to pay the rent in the manner aforesaid.

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

3. AND IT IS AGREED THAT:

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

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

iii) The Tenant may at any time remove all or any of the buildings or other structures or materials erected or placed by him upon the land and shall, at the expiration of the tenancy, 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.

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.

020

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 50.39	50•395	1120/143360	0.393	30000 ,
					and the owned

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand

this

day of_ 194 7

Signed by the Landlord in the presence of



Landlord

Signed by the Tenant in the presence of

Tenant

DISTRICT COMMISSIONER JERUSALEM DISTRICT.

Hiring No. 1020

File No. 37/27/604/137

-010

HIRING AGREEMENT NO.

An agreement made this 11th day of June 1947. Detween Formeh bint Hej Kholil bin Hussein Rasheshibi

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

District Commissioner of Jerusalen 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 Berrecks for the period let April 1947 to 31et much 1948

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

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

3 months after the compensation to finis agreement, manistry out is months

2. THE TENANT AGREES:

i) to pay the rent in the manner aforesaid.

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

3. AND IT IS AGREED THAT:

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

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

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

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

4. THE LANDLORD AGREES:

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

694

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	456/143360	0.160	30000
		and a set of the set o	in frender som in not sign offer the		and Paras
				ana shi wa	
			all summer in the state state	my nearrodid	hard of a

SPECIAL CONDITIONS

Witness whereof the have hereunder In hereto set their hand this

Signed by the Landlord in the presence of

Witness

Signed by the Tenant in the presence of uter Witness

Landlord

JERUSALEN DISTRICT.

WILESTINE STAMP DUD	Hiring No. 1020
tomits	File No. 37/27/604/132
יו מולים	HIRING AGREEMENT NO.
	greement made this 3rd day of fleere 1947
between	Hassan Eff. Qleibo, Damascus Gate,
PALSTAL SLANPOUT	Jerusalem,
(hereinatter	called the Landlord) of the one part and the
	et Commissioner of Jerusalem District. on behalf of the t of Palestine (hereinafter called the Tenant) of the other part.
EQ TREL	andlord agrees to let the Tenant agrees to hire the land described in the first
Schedule h	ereto, 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

-. 07.0

3_months_after_the_commencement_of-this_agreement, namely on 6_months_____

2. THE TENANT AGREES:

i) to pay the rent in the manner aforesaid.

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

3. AND IT IS 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.

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	Parcel	Area	Share	Area of Share	Rental Rate
No.	No,	(Matric Dns.)		M. Dns.	p.a.p.d. in Mils
30113	22	50. 395	16/1920	0•420	30,000

SPECIAL CONDITIONS

whereof In Witness the have hereunder set their hereto parties ha this 194 day of

Signed by the Landlord in the presence of

Vitness

Signed by the Tenant in the presence of

TATATO ALCONDERS STATES

MUSIAL MM. LITE

Landlord

3789/PP&TJ/P 12/45

1020 Hiring No. File No. 37/27/604/129 HIRING AGREEMENT No. day of Please 194 7 An agreement made this 2/ hetween Hussein Eff. Qleibo, 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. Erzy 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 mils. payable by half-yearly instalments, the first instalment being paid

020

-annual

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

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 heu 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.

869

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
and the second s	at Law		99-71400000 VII 38-	A MALER AND	n an agus annsan An agus annsan
30113	. 22	50.395	16/1920	0.420	30000
			alastry-a-		
				1 Langer Th	and

SPECIAL CONDITIONS.

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

day of

Landlord

Signed by the Landlord in the presence of

Signed by the Tenant in the presence of

lacer

Tenant

DISTRICT CON IS IONER'

Hiring No. 1020

File No. 37/27/604/247

194

HIRING AGREEMENT NO.

An agreement made this day of

between Ikram Nosmon Regheb El Ehelidi

of 0/0 8.0.8.1224, Heiro,

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

District Commissioner of **Jerunalen 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 Barrocks for the

period let April 19h7 to 31et March 19h8 38

determinable as hereinafter provided, at an annual rent of £P 15.853 mile

per contain payable by half-yearly instalments, the first histalment being pair

3 macanthes suffer their macaneous angenes within a spreament, maniely with firm makes

2. THE TENANT AGREES:

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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.

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7. THE SCHEDULE

30113 22 50.395 950/92160 0.519	.n.p.d. in Mils	Area of Share M. Dns.	Share	Area (Metric Dns.)	Parcel No.	Block No.
30113 22 50.395 950/92160 0.519	an the	Salikadar Starl or Salik	and a company of the design of	al San ang ang ang ang ang ang ang ang ang a		antes Secondo de la secondo
	30000	0.519	950/92160	50-395	22	30113
	C.M.S. States					

SPECIAL CONDITIONS

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

Signed by the Landlord in the presence of

A.S. Journ

Signed by the Tenant in the presence of

ntow Witness

DISTRICT COMMISSIONER JERUCALEM DISTRICT.

3789/PP&TJ/P 12/45

GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES JERUSALEM DISTRICT JERUSALEM

0 April, 1947.

No. 37/27/604.

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: Asnet Mohamed Abdul Weheb el Khelli. To Jamal Bey Tukan, District Officer Jeruselen.

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)(c) AND (d) OF THE ORDINANCE IN RESPECT OF THE TAKING OF POSSESSION OF LAND AND/OR BUILDINGS ON BEHALF OF HIS MAJESTY.

1. Name of Claimant Address Business or description.

2.

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.

T. S. S. Market	alpioth	Quarter	P	Jerusalem	ł
Block	Parcel	Area	9	Share	
113	22	50395	M	80/640	
114	19	6750	M	80/640	
Buildin	g plots.	a start			

Nil

N11

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

Situation area and precise

tioned with plan if available. (if agricultural land state how much

pasture).

description of the land and/or buildings requisi-

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

				22		5	Period.
		113	22	LP	30	3	years from 27/1/41
	and the second sec	114	19	LP	20	3	years from I/I/1940
	If tenant, state	2 44					af af 20.20
	(a) Landlord's name & address	同じは在	N11		182		
	(b) Nature of tenancy or lease		Nil				A CONTRACTOR OF A CONTRACT
	(c) Date of tenancy or lease		N11				
	and short particulars and	ne de la	Ni1		能通问		
	any special covenants etc:		Nil				E Property and
	(a) How determinable and term		Nil				
	unexpired;	1.1	Nil				
25	(e) Rent payable:			R.			
1	Where applicable; annual value as		Nil				
	assessed under the Urban Property	1. 1. 15		1	00	w /	p. padunum
20	Tax Ordinance (Cap. 147)		LP	. 0	-0-	Ŋ.	1. /
	Particulars of mortgages etc.:		Nil		10		
3.	Particulars, in the case of		Nil				
	agricultural land, of the building						
	giving details in respect of:		新三月道之后				
	(a) Things previously done for		Nil				
	the purpose of the cultiva-						Statistics have
	tion of the land and	San Brite	A Stand				ALL DAY
	(b) Seeds		N11				
	Tillages		Nil		1000		
	Growing crops		Nil				
	Unexhausted manures	Stat 2 St	Nil				
	Other similar matters		Nil				A STATISTICS

Date possession taken by competent authority:

7.

The Army has been in possession long before the present war, i.e. before the Emergency Regulations were enacted. Requisition Notice was served to take effect, in respect of parcel 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 heads is calculated:

 (a) In respect of componentiation

- (b) In the case of agricultural land the amount payable by an incoming tenant under section 4(1)(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..... Name and address of advocate if any. M. dl. Aliash. Hulian fermaler Name and address of surveyor if any....

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Appendix 2

DEPARTMENT OF STATE FOR THE PRESS

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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