



כתב התנגדות

לתוכנית מתאר מס' 101-0810796

מתחם דיפלומטי ארה"ב, דרך חברון, ירושלים

תאריך הגשה: 30.1.2022

מוגש בפני:

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2. Ambassador Thomas R. Nides - United States Embassy in Israel

3. Secretary of State Antony Blinken

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מוגשת בזאת התנגדות לתוכנית מתאר מס' 101-0810796 מתחם דיפלומטי ארה"ב, דרך חברון, ירושלים (להלן: "התכנית").

למען השקיפות יצוין, כי ביום 10.11.2022 נשלח מכתב מטעם מרכז עדאלה, חיפה והמרכז לזכויות חוקתיות, ניו-יורק, אל שגריר ארה"ב בישראל מר תומאס נידס ולמזכיר המדינה אנתוני בלינקן ובו פורטו בקצרה את הטענות כנגד התכנית. עד לעצם הגשת התנגדות זו, טרם התקבל כל מענה מהמכותבים.

המתנגדים

1. רשיד אלח'אלדי - אזרח ארה"ב
2. רג'א אלח'אלדי - אזרח ארה"ב
3. ע'אלב אלח'אלדי - אזרח ארה"ב
4. חסן אלח'אלדי - אזרח ארה"ב
5. מוחמד קליבו - תושב ירושלים המזרחית
6. עזאם אבו סעוד - תושב ירושלים המזרחית
7. האניה אלח'אלדי - תושבת ירושלים המזרחית
8. מהדי קליבו - תושב ירושלים המזרחית
9. מוניר קליבו - תושב ירושלים המזרחית
10. עולא אלח'אלדי – תושבת ירדן
11. מהא אלח'אלדי – תושבת ירדן
12. הודא אלח'אלדי עבד אלשאפעי - תושבת ירדן

המתנגדים הינם צאצאי בעלים פלסטינים של הקרקעות שבשטח התכנית הנדונה בירושלים, אשר מציעה לבנות בגבולותיה את שגרירות ארה"ב.

המתנגדים 1 ו-2 הנם צאצאים של המנוחה אמירה אלח'אלדי, המתנגדים 3, 10, 11, ו-12 הינם צאצאים של המנוחה שהינדה אלפתיאני, המתנגדים 4 ו-7 הינם צאצאים של המנוח שיח' מוחמד אלח'לילי, המתנגד 6 הינו צאצא של המנוח תאופיק אבו סעוד, המתנגדים 8 ו-9 הינם צאצאים של המנוח חסן עבד אלראזק קליבו, והמתנגד 5 הינו צאצא של המנוח חסן עבד אלראזק קליבו.

מבוא

התכנית הנדונה, אותה יזמו שגרירות ארה"ב בישראל ורשות מקרקעי ישראל, מבקשת לתכנן את שגרירות ארה"ב בחלקות קרקע מופקעות באופן בלתי חוקי מידי בעליהן הפלסטינים - פליטים ועקורים פלסטינים מאז 1948.

על ידי תכנון ובניית השגרירות באתר המוצע, התכנית ויוזמיה יפרו את זכותם לקניין של בעלי הקרקעות הפלסטינים. קרקעות אלה הופקעו באופן המנוגד למשפט הבינלאומי על ידי ישראל, באמצעות חוק נכסי נפקדים, התשי"י - 1950 אשר קיימת תמימות דעים כי הוא שרירותי, גורף, דרקוני ובבסיסו מניעים גזעניים של שליטה על קרקעות הפליטים הפלסטינים בהיותם כאלה. הפקעת נכסי הפליטים כאמור מנוגדת היא למשפט הבינלאומי האוסר באופן מוחלט על הפקעת נכסי פליטי מלחמה.

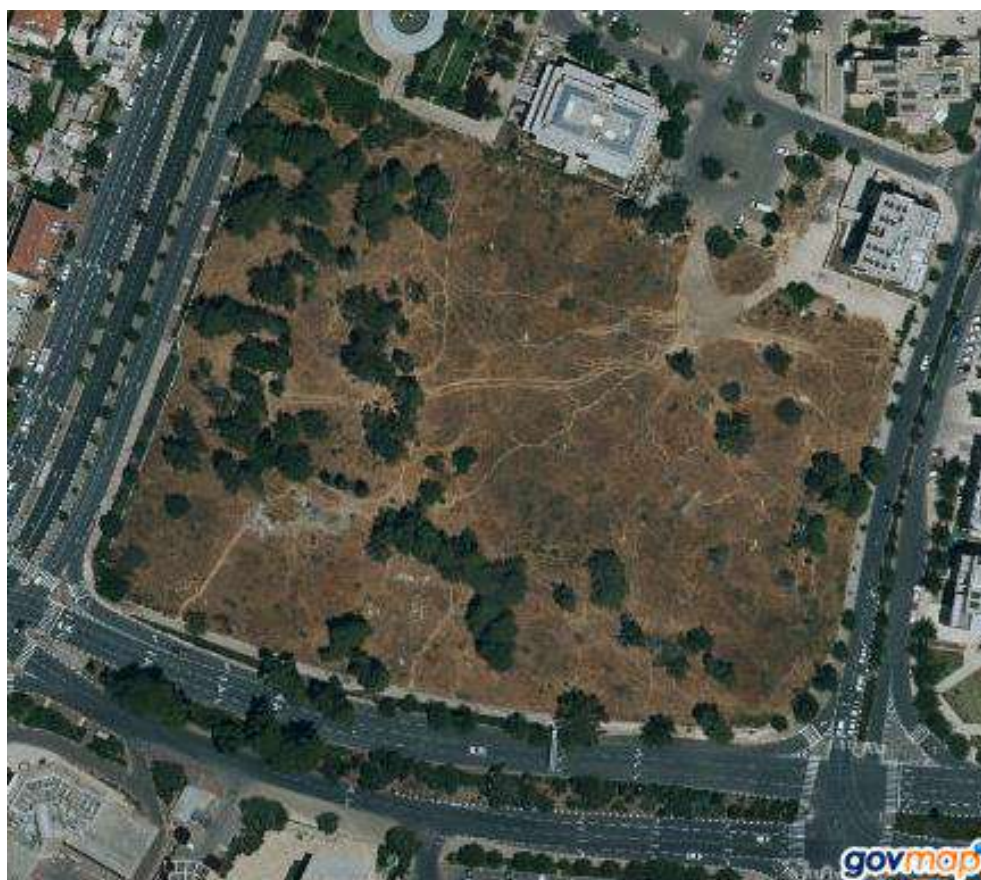
תכנון ובניית השגרירות כמוצע בתכנית יפר גם את מעמדה המיוחד של ירושלים על פי המשפט הבינלאומי

כ- corpus separatum; יחזק את הסיפוח הבלתי חוקי של ירושלים המזרחית ויתמוך בעמדת ישראל בהיות "ירושלים המאוחדת" בירתה, בניגוד למשפט הבינלאומי.

התכנית ומטרותיה

1. התכנית הינה ביוזמת שגרירות ארה"ב ורשות מקרקעי ישראל,¹ ממוקמת בחלקה 19 שבגוש 30300 בירושלים בשטח של 30.560 דונם, ומטרתה הינה "הקמת מתחם דיפלומטי לממשלת ארצות הברית הכולל שגרירות, משרדים, מגורי סגל, חניות, שטח לשהיית רכבים ומבני בטחון ושמירה."² לפיכך, עיקרי הוראותיה כוללים, בין היתר, קביעת ייעודים ושימושים מתאימים, קביעת קווי בניין, הוראות בינוי ועיצוב אדריכלי ופיתוח השטח, קביעת הוראות להקמת חומות מסביב המתקן, קביעת בינוי בגובה 10 קומות, קביעת שטחי בנייה בתחום התכנית, הוראות להוצאת היתרי בניה והיתרי אכלוס, הוראות בדבר שלביות פיתוח, הוראות בדבר ממצאים ארכאולוגיים וקביעת הנחיות סביבתיות למניעת מטרדים סביבתיים.

צילום אווירי של החלקה בשטח התכנית (2021)



מקור: אתר מיפוי ישראל

2. ההחלטה בדבר הפקדת התכנית התקבלה ביום 15.2.2021 במהלך דיון בו השתתפו 4 נציגים ממחלקת המדינה (State Department) של ארה"ב - שיין גרסון, מנהל פרויקט השגרירות בירושלים; סטפני

¹ סעיף 1.8.1. להוראות התכנית.
² סעיף 2.1. להוראות התכנית.

פלטון, מובילה את הפרויקטים האזוריים במזרח התיכון וצפון אפריקה, נואל טרנט, מהנדסת אזרחית במחלקת המדינה ומרכוס איבר, אחראי על ניהול פרויקטים חוץ מדינתיים במחלקת המדינה. במהלך הדיון, הציגו הנציגים הנ"ל את התכנית כפי שזו הוכנה על ידי הממשל האמריקאי (ראו מפה מס' 1 - תשריט הדמיה לתכנית בהפקת מחלקת המדינה, ארה"ב).

3. עיון בתמלול הדיון בדבר הפקדת התכנית מלמד כי היוזמה לתכנית באה בעקבות החלטת נשיא ארה"ב לשעבר טרמפ מדצמבר 2017 בדבר העברת שגרירות ארה"ב לירושלים והכרה בה כבירת ישראל.³ עוד הוברר בדיון כי התכנית הנדונה מהווה חלק מתכנון לשני מתחמים דיפלומטיים לארה"ב המתוכננים בירושלים - אחד בשטח התכנית הנדונה ושני באתר הידוע כאתר "ארנונה" המתוכנן במסגרת תכנית מתאר 101-0823922 "מתחם דיפלומטי, ארה"ב ארנונה, ירושלים". בהקשר הזה הבהיר מר שיין גרסון, מנהל פרויקט השגרירות בירושלים, כי, ככל הנראה, יהא צורך לפתח את שני האתרים על מנת לבנות את השגרירות וכלל המתחמים והמתקנים התומכים בה. מר גרסון הבהיר לעניין זה כי "אנחנו הצגנו תכניות בנייה למה שאנחנו קוראים הנכסים באלנבי וארנונה. יש לנו צורך למחלקת המדינה יש צורך לפתח את שני הנכסים. אולם בגלל שאנחנו עדיין בשלבים סופיים של הסכמי החכירה שלנו עם ממשלת ישראל, אנחנו לא יכולים להתחייב על אתר כזה או אחר עד שתהיה לנו בעלות והחזקה באתר. לכן זו הסיבה שאנחנו משקיעים מאמצים בשני האתרים בו-זמנית. ברגע שנבחר אתר אנחנו נשתמש באותו אתר לשגרירות ובאתר השני אנחנו גם כן נשתמש יש לנו צורך בשני הנכסים הללו, יש לנו מס' רב של עובדים בישראל. אנחנו רוצים לוודא שיש לנו את המתחמים והמתקנים המתאימים על מנת לתמוך בשגרירות. אם כך, מתחם אחד יהיה עבור בניין משרדים של השגרירות והמתחם האחר ישמש לשימושים אחרים, ויפותח לאחר שהשגרירות תיבנה... אנחנו מדברים על השקעה בסביבות 650 מיליון דולר."⁴

רקע הבעלויות בשטח התכנית

4. מחקר היסטורי וארכיוני אודות השטח הכלול בגבולות התכנית (חלקה 19 בגוש 30300) מעלה כי מדובר בשטח המשתרע על חלקי חלקות 10, 11, 20, 21 ו-22 בגוש 30113 לפי מספורן בתקופת המנדט הבריטי. חלקות אלה שימשו את רשויות המנדט כחלק מאתר הידוע כ-Allenby Barracks. כך עולה ממחקר אשר נערך על ידי ד"ר ואליד ח'אלדי ופורסם עוד בשנת 2000.⁵ כך גם עולה מהעלאת גבול התכנית על גבי מפה מנדטורית לאתר (ראו מפה מס' 2 - גבולות התכנית על רקע מפה מנדטורית לאתר Allenby Barracks) וכך גם עולה אף ממפה אשר הוצגה ב"סקר היסטורי" אשר נערך כחלק מהליך התכנון (ראו מפה מס' 3 - "מפת מתחם בסיס אלנבי, 1963 (מתוך ארכיון צה"ל)" אשר הוצגה כתשריט מס' 10 בסקר ההיסטורי שבמסמכי התכנית).

5. החלקות הנ"ל הושכרו לרשויות המנדט על ידי בעליהם הפלסטינים בשכירות שנתית. מעיון ב"הסכמי שכירות", תביעות לתשלום דמי שכירות ורשימות לחישוב מס רכוש עירוני אשר נמצאו בארכיון

³ תמליל דיון הוועדה מיום 15.2.2021, עמ' 68.

⁴ תמליל דיון הוועדה מיום 15.2.2021, עמ' 71.

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.

המדינה עולה, כי הבעלות בחלקות הנ"ל היתה בידי משפחות פלסטיניות רבות אשר התגוררות בזמנו בירושלים. אלה כללו, בין היתר, את משפחות חביב (حبيب), אלח'אלדי (الخالدي), אלפתיאני (الفتياني), קליבו (قليبو), עבד אלוהאב (عبد الوهاب), אלח'לילי (الخليلي), תורג'מאן (ترجمان), עבד אלראזק (عبد الرازق), נשאשיבי (نشاشيبي), רשיל (راشيل), אבו סואן (أبو صوان), דגיאני (دجاني), כמו גם ואקף שיח' אלח'לילי (وقف الشيخ الخليلي) (ראו נספח א - הסכמי שכירות, תביעות והודעות לתשלום דמי שכירות ורשימות תשלום מס רכוש מתקופת המנדט). תמונת הבעלות, ולו החלקית, אשר התבהרה ממסמכים הארכיון הינה כלהלן:

- א. חלקה 10 היתה, בין היתר, בבעלות Latifa, daughter of Francis Rashil.
- ב. חלקה 11 היתה, בין היתר, בבעלות Alin Bishara Habib.
- ג. חלקה 20 היתה, בין היתר, בבעלות Najib Bey AbuSowan.
- ד. חלקה 21 היתה, בין היתר, בבעלות Sheikh Mahmud Dajani, Tawfiq Abu Soud.
- ה. חלקה 22 היתה, בין היתר, בבעלות

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, Mahboubah 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. עם סיום המנדט הבריטי ובעקבות אירועי הנכבה בשנים 1947-1948, גורשו בעלי הקרקעות, כמו רוב תושבי ירושלים ופלסטין המנדטורית, מחוץ לבתייהם והרחק מרכושם והפכו לפליטים ועקורים - חלקם מחוץ לשטחי פלסטין המנדטורית וחלקם בשטח שנכבש על ידי ישראל בשנת 1967. המתנגדים, שהינם צאצאים לחלק מבעלי הקרקעות הנ"ל, חלקם כיום אזרחי ארה"ב, חלקם אזרחי ירדן וחלקם תושבי ירושלים המזרחית. עם הקמת מדינת ישראל וסיפוח ירושלים, הופקעו כלל החלקות הנ"ל מבעליהם הפלסטינים, באופן בלתי חוקי, באמצעות חוק נכסי נפקדים, התש"י - 1950 (להלן: חוק נכסי נפקדים) אליו נתייחס בהמשך. כך הועברה הבעלות לידי רשות הפיתוח ובעקבות הליכי תכנון ואיחוד וחלוקה מחדש, נרשמה הבעלות בחלקות, לפי מספור חדש, על שם מדינת ישראל.
7. לפי מסמכים שונים, החלקה הנ"ל הוכרה לממשלת ארה"ב בשנת 2004,⁶ וקיימות אינדיקציות לכך כי הסכם חכירה קיים עוד משנת 1998.

⁶ לשם-שפר איכות סביבה בע"מ, "סקר היסטורי" (5.9.2021), עמ' 12.

התכנית בטלה בשל אי מילוי תנאי ההפקדה תוך תקופה קצובה

8. המתנגדים יטענו כי התכנית בטלה ולא היתה לוועדה כלל סמכות לפרסם את דבר הפקדתה, וזאת בשל אי מילוי תנאי ההפקדה תוך התקופה הקצובה לכך.

9. החלטה בדבר הפקדת התכנית בתנאים התקבלה על ידי הוועדה המחוזית לתכנון ולבניה ביום 15.2.2021 (להלן: הוועדה). הוועדה קבעה כ- 28 תנאים להפקדה בנושאי בינוי, סביבה, תחבורה ועוד. בשל אופי התנאים ומהותם, החליטה הוועדה, בין היתר, כי "נוכח ההשלמות והתיקונים שיש לערוך במסמכי התכנית בהתאם להחלטה זו, תנאי להפקדת התכנית יהיה הצגת מסמכי התכנית המתוקנים בהתאם להחלטה זו למליאת הוועדה" וכי ההחלטה "תהיה בטלה בתום שבעה חודשים מיום שנמסרה למגיש התוכנית ע"פ סעיף 86 ד' לחוק התוה"ב אם לא ימולאו התנאים הקבועים בה".

10. כשנה ושלושה חודשים לאחר מתן ההחלטה הנ"ל, ביום 2.5.2022, החליטה הוועדה כי "בהמשך לסעיף 29 להחלטת הוועדה מיום 21.2.15 ולאחר שהוצגו לוועדה מסמכי התכנית המתוקנים בהתאם להחלטה האמורה, הוועדה מחליטה על הפקדת התכנית. הוועדה תציין כי סעיף 28 להחלטה מיום 15.2.21, המתייחס לייעוד מאושר למלונאות, נכתב בטעות, ועל כן הוועדה מחליטה לבטלו. בנוסף, ונוכח מאפייני המתחם, הוועדה מחליטה על ביטול סעיף 27 להחלטה מיום 15.2.21, בעניין הוראת פקיעת תוקף לתכנית. יתר סעיפי ההחלטה מיום 21.2.15 ייוותרו בעינם".

11. אמנם מעיון בהחלטת הוועדה בנושא הנדון מיום 8.8.2021 מלמד, כביכול, על ביטול חלק מתנאי ההפקדה, אך עיון בתמליל ישיבת הוועדה המחוזית לעניין זה מראה כי ההקלטה במהלך הדיון בתכנית הנדונה הופסקה באופן יזום, דבר הפוגע הוא בחובה לנהל ולקיים דיון שקוף ופומבי בעניין זה. על כן ההחלטה בעניין זה הינה פסולה באופן מהותי, דבר המשליך על תוקפה. ומכל מקום, ההחלטה הנ"ל מיום 2.5.2022 מלמדת באופן ברור על דיון אודות קיום תנאי ההפקדה אשר התקבלו בהחלטת הוועדה מיום 15.2.2021, דהיינו כשנה ושלושה חודשים כאמור.

12. לאור הנ"ל והיות ולא התבקשה ארכה למילוי התנאים כמתחייב מהחלטת הוועדה מיום 15.2.2021, אזי התכנית בטלה ואינה בתוקף עוד.

13. על כן, ההחלטה והפרסום בדבר הפקדתה מחוסרים הם כל סמכות ובטלים.

הפרת איסורים מוחלטים על פי המשפט הבינלאומי

14. המתנגדים יטענו, כי אישור התכנית הנדונה ובניית שגרירות ארה"ב על קרקעות פליטים פלסטינים מפרה את המשפט הבינלאומי באופן בוטה ועוברת על איסורים מוחלטים במשפט הבינלאומי.

15. עם חקיקת חוק נכסי נפקדים, עמדתה הבינלאומית הרשמית של מדינת ישראל היתה כי חוק זה, שחוקק כתוצאה ישירה של המלחמה, הינו חוק חירום וחריג וכי אין בכוונתה להפקיע לעד את נכסי הפליטים. עמדה זו ביקשה ליתן תשובה להתפתחות המשפט הבינלאומי לאחר מלחמת העולם השנייה כשהתברר שהפקעת נכסי נתיני אויב לאחר סיום המלחמה מהווה הפרה בוטה לדיני המלחמה. עם הזמן, התבהר כי התנהלות ישראל בהקשר נכסי הפליטים שונה ואף הפוכה היא במהותה מההצהרה הנ"ל.

16. בהתבסס על התנהלות ישראל בהקשר נכסי הפליטים הפלסטינים, כיום קיימת תמימות דעים כי חוק נכסי נפקדים הינו החוק השרירותי, המפלה, הגורף והדרקוני ביותר אשר נחקק במדינת ישראל. החוק נוסח ממניעים גזעניים ומטרתו היחידה הייתה להפקיע את נכסיהם של הפליטים הפלסטינים ושל עקורים פנימיים. כך תוארה תכליתו של החוק באחד מפסקי הדין כבר בשנת 1978 כי "עיניו [של האפוטרופוס לנכסי נפקדים] לטושות אל רכושו של אותו אדם בלבד, וברכוש זה בלבד ענינו של אפוטרופוס זה, בבחינת - הרכוש לי, ואילו הנפש והגוף, לכל אשר יחפוץ."⁷ על שרירות וגורפות החוק ניתן ללמוד מתחולתו האוטומטית - בעצם התקיימותם של תנאי הנפקדות לפי החוק, הנכס נהפך באופן אוטומטי ל"נכס נפקד" ומוקנה לאפוטרופוס, ללא צורך בפעולה משפטית כלשהי מצד האפוטרופוס לנכסי נפקדים.⁸ לא בכדי קבע בית המשפט העליון כי "בהחלט ייתכן כי לפחות חלק מההסדרים שבחוק, אילו היו נחקקים היום, לא היו עומדים במבחנים החוקתיים."⁹

17. בסיסו ותכליתו הגזעניים של החוק התבהרו עוד יותר לאחר הכיבוש של הגדה המערבית בשנת 1967 והסיפוח הבלתי חוק של ירושלים המזרחית. חלק מההסדרים המשפטיים בעקבות הסיפוח הוסדרו בחוק סדרי השלטון והמשפט [נוסח משולב], 1970. החוק קבע מסגרת לשחרור נכסים, אשר נטען כי הם נכסי יהודים ושנוהלו על ידי האפוטרופוס הירדני לנכסי אויב עד לכיבוש הישראלי בשנת 1967, בהתאם לסעיף 5 לחוק. חקיקת החוק הנ"ל, שהלכה למעשה, עיגן חובת שחרור נכסים בבעלות יהודית במזרח ירושלים לבעליהם היהודים, יחד עם תפיסת ישראל בנושא "ירושלים מאוחדת", העלתה את השאלה של שחרור מקביל של נכסים הנמצאים בירושלים המערבית לידי בעליהם "נפקדים" הפלסטינים¹⁰ - כאמור הנכסים היו בבעלותם של פלסטינים תושבי מזרח ירושלים אשר נעקרו מבתיהם במהלך מלחמת 1948 ושסווגו כ"נפקדים" במסגרת חוק נכסי נפקדים, כדוגמת המתנגדים 5-8.

18. לשם מניעת שחרור נכסי פלסטינים בירושלים חוקקה הכנסת את חוק נכסי נפקדים (פיצויים) - 1973 המבטל כל זכות לנקוט בצעדים משפטיים נגד האפוטרופוס וקובע כי "מיום תחילתו של חוק זה לא תישמע שום תביעה של נפקד לזכות בנכס, או לשחרור נכס על פי סעיף 28 לחוק נכסי נפקדים, תש"י-1950 ... אלא לפי חוק זה." סעיף 4 לחוק נותן אפשרות לתבוע פיצויים תוך חמש עשרה שנים מיום תחילת תוקפו.

19. וכך, בעקבות הסיפוח הבלתי חוקי של ירושלים המזרחית והכרזת ישראל על "ירושלים המאוחדת" כבירתה, עוגנו הסדרים חקיקתיים גזעניים לפיהם קמה חובה לשחרר נכסי יהודים שטוענים לבעלות היסטורית על נכסים בירושלים המזרחית, כאשר אותם הסדרים שוללים מהפלסטינים את זכותם להשיב ולקבל את נכסיהם בירושלים.

20. במהלך השנים, התבהרה גם עמדת ישראל כי נכסים אלה הינם הלכה למעשה מופקעים באופן סופי ומדינת ישראל רשאית להשתמש ולנהוג בהם כמנהג בעלים. בתשובה לפניית מרכז עדאלה מיום

⁷ ת"ע (נצ') 178/78 **האפוטרופוס לנכסי נפקדים נ' תאופיק מוחמד פואד שלבי**, פ"ד תשמ"א(2) 241, 248. לעניין הגיונו הגזעי של החוק ראו גם: Alexandre Kedar, 'On the Legal Geography of Ethnocratic Settler States: Notes towards Research Agenda' (2003) 5 *Law and Geography: Current Legal Issues* 401-41.

⁸ ע"א 415/89 **דרושי נ' האפוטרופוס לנכסי נפקדים**, פ"ד מז(5) 521, 526 (1993); בג"ץ 4713/93 **גולן נ' הוועדה המיוחדת לפי סעיף 29**, פ"ד מח(2), 638, פסקה 9 לפסק דינו של השופט מצא (1994).

⁹ ע"א 5931/06 **דאוד חטאב חסיין נ' שאול כהן** (2015), פסקה 20 לפסק הדין.

¹⁰ Meron Benvenisti, *The Torn City* (University of Minnesota Press 1976).

27.5.2009 בנושא מכר נכסי פליטים פלסטינים, הבהיר היועץ המשפטי לממשלה, כי נכסי הפליטים "הועברו לרשות הפיתוח מידי האפוטרופוס הכללי על פי חוק נכסי נפקדים, התש"ח – 1950 ... [וכן] בהתאם לחוק, העברת הנכסים מידי האפוטרופוס לרשות הפיתוח מעניקה לקונה בעלות מלאה בנכס, וזכותו של הנפקד חלה על תמורת הנכס..."¹¹

21. עמדה זו של הרשויות, שמהווה הפקעה סופית של זכויות הקניין של הפליטים הפלסטינים בנכסיהם, מנוגדת היא להוראות המשפט הבינלאומי ההומניטרי (התקנות הנספחות לאמנת האג בדבר דיני המלחמה ביבשה משנת 1907), המקימים חובה לכבד את זכות הקניין הפרטי ואוסרים באופן מפורש על הפקעת רכוש סופית לאחר סיום הלחימה. כך, הפקעת נכסי הפליטים הפלסטינים נחשבת כגזל, שהוגדר כפשע מלחמה במשפטי נירנברג.¹²

22. תקנות האג הם חלק מהמשפט הבינלאומי המנהגי והפרת התקנות נחשבה לפשע מלחמה שניתן להעמיד את האחראים לו לדין פלילי. כך, אמנת לונדון משנת 1945 שהקימה את בית הדין הצבאי בנירנברג, ושארה"ב היתה מבין החתומים עליה, הגדירה "גזל ציבורי או פרטי של רכוש" של קורבנות מלחמה כפשע מלחמה.¹³

23. תקנה 46 לתקנות הנספחות לאמנת האג קובעת את הצורך בכיבוד זכות הקניין והיא אוסרת באופן מפורש על הפקעת רכוש פרטי - "Private property cannot be confiscated". בעניין Krupp במשפטי נירנברג היתה ההתייחסות הראשונה בפסיקה להפקעת נכסים לאחר סיום הלחימה במלחמת העולם השנייה. בית הדין קבע, בין היתר, כי ההפקעה הנ"ל מהווה הפרה של סעיף 46 לתקנות האג האוסר, כאמור, על הפקעת רכוש פרטי. בית הדין קבע בין היתר:

"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 plant and in leasing the Paris property ..."¹⁴

24. בתגובה לטענת ההגנה כי דיני התפיסה הלוחמתית אינם אוסרים ושימוש בקניין בשטחים כבושים, קבע בית המשפט כי היות וסעיף 46 הנ"ל מחייב כיבוד הזכות לקניין, אזי הזכות לקניין

¹¹ מכתב תשובה לעדאלה, ממושרד היועץ המשפטי לממשלה מיום 27.8.2009.

¹² 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.

¹³ 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. ראו כגן ה"ש 12.

¹⁴ 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.

מופרת גם בעת תפיסת חזקה בקניין ומניעת שימוש בו על ידי בעליו ומימוש זכותם החוקית בו.
וכלשון ההחלטה :

"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."¹⁵

25. אף תשלום פיצויים בהקשר הזה, כפי שמשמע מעמדת היועץ המשפטי לממשלה הנ"ל, איננו מרפא את ההפרה הנ"ל של הזכות לקניין כתוצאה מהפקעה טוטאלית של רכוש הפליטים. כך נקבע בעניין I.G. Farben במשפטי נירנברג, כי תשלום כספי אינו מרפא את המעשה בהיותו בלתי חוקי.

"The payment of a price or other adequate consideration does not, under such circumstances, relieve the act of its unlawful character. Similarly where a private individual or a juristic person becomes a party to unlawful confiscation of public or private property by planning and executing a well-defined design to acquire such property permanently, acquisition under such circumstances subsequent to the confiscation constitutes conduct in violation of the Hague Regulations."¹⁶

26. הדברים הנ"ל מקבלים משנה תוקף נוכח זכותם של הפליטים הפלסטינים לשוב למולדתם ולקבל את רכושם על פי החלטת העצרת הכללית של האו"ם מס' 194 מדצמבר 1948.¹⁷

הפרת מעמד ירושלים על פי המשפט הבינלאומי

27. ייטען כי אישור התכנית דנן בדבר בניית ואחזקת שגרירות ארה"ב בירושלים מהווה עבירה על החוק הבינלאומי. הדברים נכונים גם ביחס למיקומה הנוכחי של השגרירות, במה שידוע כמתחם ארנונה והכרזה על ירושלים כבירת ישראל בתקופת ממשל טראמפ.

28. מאז החלטת העצרת הכללית של האו"ם 181 (1947), מוכרת ירושלים כבעלת מעמד נפרד מיוחד (corpus separatum). על אף זאת, פרסם בן גוריון, שר הבטחון אז, ביום 2.8.1948, מנשר מס' 1 לסיפוח ירושלים, ולפיו הוכרז בין היתר :

"הואיל ושטחה של ירושלים הכולל את מרביתה של העיר, חלק מסביבותיה ומבואותיה המערביים, הנו בחזקתו של צבא־הגנה לישראל הסר למשמעתי ;
והואיל וחובה על צבא־הגנה לישראל לקיים בשטח המוחזק את שלום הצבור ואת הבטחון ולשקוד על תקנת החוק והמשפט ;

¹⁵ 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.

¹⁶ 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.

¹⁷ UNGA resolution 194 (III), December 11, 1948.

לכן אני, דוד בן-גוריון, שר הבטחון, מכריז בזה בשם הפיקוד העליון של צבא-הגנה לישראל, לאמור:

1. המונח "השטח המוחזק" פירושו השטח הכולל את מרביתה של ירושלים העיר, חלק מסביבותיה ומבואותיה המערביים והדרכים המחברות את ירושלים עם השפלה ...
2. משפט מדינת ישראל חל על השטח המוחזק¹⁸.

29. כתוצאה ממעמד ירושלים על פי המשפט הבינלאומי ועל אף הכרזת בן גוריון הנ"ל, הריבונות על ירושלים נותרה עד היום, עבור רוב מדינות העולם, בלתי מוגדרת. זו הייתה גם עמדתה המדינית של ארה"ב משך עשרות שנים לגבי ירושלים. כבר בשנת 1953, משרד החוץ של ארה"ב התנגד להעברת משרד החוץ הישראלי לירושלים ולסירובה להעברת שגרירות ארה"ב לעיר, תוך ציון עמדת החוק הבינלאומי והמעמד המיוחד של ירושלים (ראו **נספח ב** - הודעה לעיתונות ממחלקת המדינה של ארה"ב, מיום 28 ביולי 1953).

30. להעברת שגרירות ארה"ב לירושלים השלכות גם על מעמד ירושלים המזרחית - שטח כבוש על פי המשפט הבינלאומי. כידוע, לאחר הכיבוש משנת 1967 סיפחה ישראל, באופן בלתי חוקי, חלק מהשטחים הכבושים, הידועים כירושלים המזרחית, והעבירה אותם לשטח שיפוט עיריית ירושלים. ובשנת 1980 חוקקה הכנסת את חוק יסוד ירושלים: בירת ישראל אשר מכריז כי "ירושלים השלמה והמאוחדת היא בירת ישראל"¹⁹. הכרזה דומה עוגנה בחוק יסוד: ישראל מדינת הלאום של העם היהודי.

31. נוכח עמדת ישראל וצעדיה החד צדדיים הנ"ל, ההפרדה שכביכול נעשית לעניין זה על יד הממשל בארה"ב בין ירושלים לבין השטחים שסופחו אחרי המלחמה בשנת 1967 הינה מלאכותית. שכן, אי אפשר לנתק את שאלת מעבר שגרירות ארה"ב לירושלים מעמדת ישראל לגבי מעמדה של "ירושלים המאוחדת", כולל ירושלים המזרחית, כבירת ישראל. אי לכך, מעבר השגרירות לירושלים, ללא קשר למקום בו היא ממוקמת או תמוקם, מתעלמת מהקונצנזוס הבינלאומי ומאותתת על אישור הסיפוח הבלתי חוקי שנעשה על ידי ישראל.

32. מעבר השגרירות האמור, כמו גם התכנית הנדונה, מהווים גם הפרה של אמנת וינה בדבר יחסים דיפלומטיים משנת 1961 (Vienna Convention on Diplomatic Relations) שארה"ב, ישראל ופלסטין צדדים לה. האמנה קובעת כי כל משלחת דיפלומטית שתוקם חייבת להיות בשטח הריבוני של אותה מדינה, ומכיוון שלירושלים יש מעמד משפטי מיוחד לפי המשפט הבינלאומי, מהלך זה יהווה הפרה ברורה של האמנה. מהלך כזה יהא גם מנוגד לזכותו של העם הפלסטיני להגדרה עצמית, כפי שזו אושרה גם בחוות דעתו המייעצת (Advisory Opinion) של בית הדין הבינלאומי לצדק (ICJ) בעניין חומת ההפרדה שנבנית על ידי ממשלת ישראל בגדה המערבית, מיום 9.7.2004.

¹⁸ עיתון רשמי מס' 12, 2.8.1948, עמ' 66.

¹⁹ הסיפוח זכה לביקורת בינלאומית חריפה, ובין היתר להחלטות רבות של האו"ם בעניין. ראו למשל: 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). ראו גם לעניין זה גם פסקה 78 לחוות הדעת המייעצת (Advisory Opinion) של בית הדין הבינלאומי לצדק מיום 9.7.2004, בעניין חומת ההפרדה שנבנית על ידי ממשלת ישראל בגדה המערבית.

סיכום

אישור התכנית והעברת שגרירות ארה"ב לשטחה המוצע יפר את זכויות המתנגדים - פליטים פלסטינים ועקורים שחלקם אזרחי ארה"ב, חלקם אזרחי ירדן וחלקם תושבי ירושלים המזרחית – לקניין. זהו איסור מוחלט במשפט הבינלאומי. כמו כן, התכנית מפרה את המשפט הבינלאומי בקשר למעמדה המיוחד של ירושלים ויחזק את הסיפוח הבלתי חוקי של ירושלים המזרחית.

אי לכך, הנכם מתבקשים זאת לבטל את התכנית דנן, להימנע מאישורה או מלפעול על פיה.



ד"ר סוהאד בשארה, עו"ד

ב"כ המתנגדים

רשימת נספחים

נספח א - הסכמי שכירות, תביעות והודעות לתשלום דמי שכירות ורשימות תשלום מס רכוש מתקופת המנדט.

נספח ב - הודעה לעיתונות ממחלקת המדינה של ארה"ב, מיום 28 ביולי 1953.

רשימת מפות

מפה מס' 1 - תשריט הדמיה לתכנית בהפקת מחלקת המדינה, ארה"ב.

מפה מס' 2 - גבולות התכנית על רקע מפה מנדטורית לאתר Allenby Barracks.

מפה מס' 3 - "מפת מתחם בסיס אלנבי, 1963 (מתוך ארכיון צה"ל)". מקור: לשם-שפר איכות סביבה

בע"מ, "סקר היסטורי" (5.9.2021) (מסמכים הנלווים לתכנית), תשריט מס' 10.

Hiring No. 1020

File No. 37/27/604/106

HIRING AGREEMENT No.An agreement made this 23rd day of May 1947between Latifa daughter of Francis Rashil,
of Ain Karim Village, Jerusalem Sub-District.

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

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

2. THE TENANT AGREES:

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

3. AND IT IS AGREED THAT:

- i) The Tenant may, by giving one month's notice in writing to the Landlord, determine the tenancy hereby granted on any day.
- ii) The tenant may, during the tenancy, carry out any work on the said land, including the erection of buildings and the installation of fixtures etc. which he may desire.
- iii) The Tenant may at any time remove all or any of the buildings or other structures or materials erected or placed by him upon the land and shall, at the expiration of the tenancy, if so required by the Landlord, restore the said land as nearly as may be to the state in which it was when first hired or pay compensation in lieu of such restoration, PROVIDED ALWAYS that such compensation shall not be greater than the value of the land at the time when possession thereof was first taken, no account being taken of any appreciation in the value thereof due to the emergency.

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

4. THE LANDLORD AGREES:

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

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

6. AND IT IS FURTHER AGREED AND DECLARED:

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

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

7. THE SCHEDULE

Block No.	Parcel No.	Area (Metric Dns.)	Share	Area of Share M. Dns.	Rental Rate p.a.p.d. in Mils
30113	10	2570 177 sq. m.	11/60 share	171 sq. m.	30000

SPECIAL CONDITIONS

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

Signed by the Landlord in the presence of

S. Eshkiss
Witness

Landlord
Latife F. Rashid

Signed by the Tenant in the presence of

Bratkeberg
Witness

Lawrence L. Keenan
DISTRICT COMMISSIONER
Tenant
JERUSALEM DISTRICT.

010

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

HIRING AGREEMENT NO.

An agreement made this 20th day of June 1947
between Rosa Habib attorney of
Elin Biehara Habib
of Hamillah Road, Jerusalem

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

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

determinable as hereinafter provided, at an annual rent of £P 6.708 mila
payable by half-yearly instalments, the first instalment being paid
annual

~~3 months after the commencement of this agreement, namely on~~
~~1st April~~

2. THE TENANT AGREES:

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

3. AND IT IS AGREED THAT:

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

4. THE LANDLORD AGREES:

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

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

6. AND IT IS FURTHER AGREED AND DECLARED:

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

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

7. THE SCHEDULE

Block No.	Parcel No.	Area (Metric Dns.)	Share	Area of Share M. Dns.	Rental Rate p.a.p.d. in Mils
30113	11	2.730	1/12	0.228	29400

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand this 20th day of June 194 7

Signed by the Landlord in the presence of

For H. Walker
Now Bechara

Landlord

power of attorney N^o 141/148/945
of 20.10.45

Witness

Signed by the Tenant in the presence of

Shauk E. Karam
Tenant

Witness

DISTRICT COMMISSIONER
JERUSALEM, DISTRICT.

661
Hiring No. 1020

File No. 37/27/604/152

HIRING AGREEMENT NO.

An agreement made this 31st day of May 1947
between Mr. Henna Aboussouan, c/o Lutfi Aboussouan, Commercial
of Jerusalem. Centre

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

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

determinable as hereinafter provided, at an annual rent of £P 25.182 mils
per annum payable by half-yearly instalments, the first instalment to be paid
annual

~~2. Notwithstanding anything to the contrary in this agreement, hereby on~~
~~XXXXXX~~

2. THE TENANT AGREES:

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

3. AND IT IS AGREED THAT:

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

4. THE LANDLORD AGREES:

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

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

6. AND IT IS FURTHER AGREED AND DECLARED:

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

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

7. THE SCHEDULE

Block No.	Parcel No.	Area (Metric Dns.)	Share	Area of Share M. Dns.	Rental Rate p.a.p.d. in Mil
30113	19	6.715	3/24	0.840	30000

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

Hanna Aboussouan

P.P.

[Signature]
Landlord

[Signature]
Witness

Signed by the Tenant in the presence of

[Signature]
Tenant
DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

[Signature]
Witness

661
Hiring No. 1020
File No. 37/27/604/151

HIRING AGREEMENT NO.

PALESTINE STAMPS
10 MILLS
27/2/40
An agreement made this 31st day of May 1947
between Mr. Negib Aboussouan, c/o Commercial Centre
of Jerusalem.

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

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

determinable as hereinafter provided, at an annual rent of £P 25.182 mils
per annum payable by half yearly instalments, the first instalment being paid
annual

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

2. THE TENANT AGREES:

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

3. AND IT IS AGREED THAT:

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

4. THE LANDLORD AGREES:

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

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

6. AND IT IS FURTHER AGREED AND DECLARED:

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

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

7. THE SCHEDULE

Block No.	Parcel No.	Area (Metric Dns.)	Share	Area of Share M. Dns.	Rental Rate p.a.p.d. in Mils
30113	19	6715	3/24	0.839	30000

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

Negib Aboussouan

p.p.

[Signature]

[Signature]
Witness

Signed by the Tenant in the presence of

[Signature]
Tenant

[Signature]
Witness

DISTRICT COMMISSIONER

667
Hiring No. 1020

File No. 37/27/60h/150

HIRING AGREEMENT No.

An agreement made this 7th day of June 1947
between Mr. Lutfi Aboussoun, Commercial Centre,
Jerusalem.

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

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

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first
Schedule 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 25.181. mils
per annum.

payable by half-yearly instalments, the first instalment being paid
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 aforesaid land during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him.
- ii) To pay all and discharge all outgoings imposed on the said land or upon the occupier thereof by the Government or any Local Authority.

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

6. AND IT IS FURTHER AGREED AND DECLARED:

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

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

7. THE SCHEDULE

Block No.	Parcel No.	Area (Metric Dns.)	Share	Area of Share M. Dns.	Rental Rate p.a.p.d. in Mils
301 ^{1/2}	19	6.715	3/24	0.839	30000

SPECIAL CONDITIONS

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

Signed by the Landlord in the presence of

[Signature]

Landlord

[Signature]

Witness

Signed by the Tenant in the presence of

[Signature]
Witness

[Signature]
Tenant
[Signature]
District Commissioner
[Signature]
Assistant District

Hiring No. 1020

File No. 37/27/604/120

HIRING AGREEMENT NO.

An agreement made this 3rd day of June 1947
between Hassen Ali Gleibo, Damascus Gate,
of Jerusalem.

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

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

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

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

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

3 months after the commencement of this agreement, namely on
4 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 land at the time when possession thereof was first taken, no account being taken of any appreciation in the value thereof due to the emergency.

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

4. THE LANDLORD AGREES:

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

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

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

6. AND IT IS FURTHER AGREED AND DECLARED:

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

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

7. THE SCHEDULE

Block No.	Parcel No.	Area (Metric Dns.)	Share	Area of Share M. Dns.	Rental Rate p.a.p.d. in Mils
30113	22	50.395	4/640	0.314	30000

SPECIAL CONDITIONS


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

Signed by the Landlord in the presence of


Witness


Landlord

Signed by the Tenant in the presence of


Witness


Tenant
DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

119

GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES
JERUSALEM DISTRICT
JERUSALEM

No. 37/27/604.

30 April, 1947.

Sir,
Madam,
Gentlemen,

/ v. e. f.
1.4.47.

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 . L.R. 30,000 per dunum per annum in respect of the land owned by you having an area of . .315 square metres in Block No. 30113 Parcel No. 22 being occupied by the War Department.

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

I have the honour to be,

Your obedient servant,

F. E. MANN

DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

TO: Patmeh el Khaldi.

*To Tahir el Khaldi
Rameina,
Jerusalem.*

Copy to:- Area Hirings Officer,
Jerusalem.

114

GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES
JERUSALEM DISTRICT
JERUSALEM

No. 37/27/50b.

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 35113 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,

E. HANN

DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

TO: Ifar Abdul Wahab
Through Lanya Abu es Sand
to Muhammad Abu es Sand,
Mamilla Rd.,
Jerusalem

Copy to:- Area Hirings Officer,
Jerusalem.

68
GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES
JERUSALEM DISTRICT
JERUSALEM

No. 37/27/604.

30 April, 1947.

Sir,
Madam,
Gentlemen,

/ w. o. f.
1. 4.47.
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 LP. 30.000 per dunum per annum in respect of the land owned by you having an area of 315 square metres in Block No. 30113 Parcel No. 22 being occupied by the War Department.

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

I have the honour to be,

Your obedient servant,

F. E. MANN

DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

TO: Taher Eff. el Khalidi.

*Rummanah Qh.,
Jerusalem*

Copy to:- Area Hirings Officer,
Jerusalem.

GOVERNMENT OF PALESTINE

(1)
DISTRICT COMMISSIONER'S OFFICE
JERUSALEM DISTRICT
JERUSALEM.

No. 37/27/604/116

8 June, 1947

Sir,
Madam,
Gentlemen,

I have the honour to refer to my Notice of Requisition issued under Regulation 47,48 of the Defence Regulations, 1939, Published in the Palestine Gazette No. 1318 of the 17th of February, 1944, and to offer you a rental of . 12.30.- per dunum per annum in respect of the land owned by you having an area of . 630 square metres in Block No. . 30113 Parcel No. . 22 being occupied by the War Department.

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: Mahboubah 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 No. 1020

File No. 37/27/604/128

HIRING AGREEMENT No.

An agreement made this 20th day of August, 1947
between Abdul-Razzak eff. Qleibo, District Administration,
of Jerusalem, Beersheba.

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

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

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

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

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

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

2. THE TENANT AGREES:

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

3. AND IT IS AGREED THAT:

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

4. THE LANDLORD AGREES:

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

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

6. AND IT IS FURTHER REQUIRED AGREED AND DECLARED:

i) That any notice reequred 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	1/640	0.0314	30000

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand

this 20th day of August 1947

Signed by the Landlord in the presence of

[Signature]
Witness

[Signature]
Landlord



Signed by the Tenant in the presence of

[Signature]
Witness

[Signature]
Tenant
ACTING DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

HIRING AGREEMENT No.

An agreement made this 26th day of June 1947
between Husein eff. Ali Qleibo,
of Suk el Bizar, Old City, Jerusalem.
(hereinafter called the Landlord) of the one part and the

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

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first
Schedule hereto, situated in the Allenby Barracks, Jerusalem. for the
period 1st April, 1947 to 31st March, 1947
determinable as hereinafter provided, at an annual rent of £P 9.449 mile

payable by half-yearly instalments, the first instalment being paid
annual
3-months after the commencement of this agreement, namely on
6-months

2. **THE TENANT AGREES:**

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

3. **AND IT IS AGREED THAT:**

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

4. **THE LANDLORD AGREES:**

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

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

6. AND IT IS FURTHER AGREED AND DECLARED:

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

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

7. THE SCHEDULE

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

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand

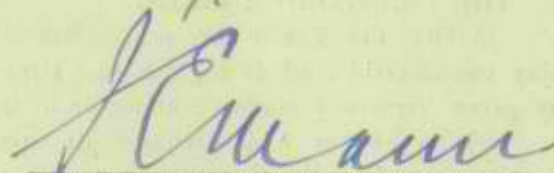
this 26th day of June 1947

Signed by the Landlord in the presence of


Landlord


Witness

Signed by the Tenant in the presence of


Tenant


Witness

✓ DISTRICT COMMISSIONER,
JERUSALEM DISTRICT.

28

GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES
JERUSALEM DISTRICT
JERUSALEM

No. 37/27/604.

30 April. 1947.

Sir,
Madam,
Gentlemen,

wef 1.4.47

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 LR. 30,000 per dunum per annum in respect of the land owned by you having an area of . . . 314 square metres in Block No. 30113 Parcel No. 22 being occupied by the War Department.

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

I have the honour to be,

Your obedient servant,

F. E. MANN

DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

TO: Abdul Razzaq Ali Abdul Razzaq Kleibo

*% Hussein Okubo.
Subh el Bizar,
Old City, Jerusalem.*

Copy to:- Area Hirings Officer,
Jerusalem.

See file 37/27/604/14

GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES
JERUSALEM DISTRICT
JERUSALEM

No. 37/27/60h.

30 April, 1947.

Sir,
Madam,
Gentlemen,

I have the honour to refer to my Notice of Requisition issued under Regulation 47, 48 of the Defence Regulations, 1939, Published in the Palestine Gazette No. 1318 of the 17th of February, 1944, and to offer you/a rental of LB. 30.000 per dunum per annum in respect of the land owned by you having an area of . . 1260 square metres in Block No. 30113 Parcel No. 22 being occupied by the War Department.

wef 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,

F. E. NANN

DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

TO: Fatmeh Abdul Razzaq Kleibo

*To Hussein Aliibo
Suk el Bizar,
Old City,
Jerusalem.*

Copy to:- Area Hirings Officer,
Jerusalem.

see file N^o 37/27/604/14

107

GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES
JERUSALEM DISTRICT
JERUSALEM

No. 37/27/604.

30 April, 1947.

~~Sir,~~
Madam,
~~Gentlemen,~~

wef 1.4.47 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 LP. 30.000 per dunum per annum in respect of the land owned by you having an area of 47 square metres in Block No. 50113 Parcel No. 22 being occupied by the War Department.

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

I have the honour to be,

Your obedient servant,

S. E. HANAN

DISTRICT COMMISSIONER
JERUSALEM DISTRICT,

TO: Sirhan

*Abdul-Wahab
Through Lawya Abu Saud
40 Muhammad H. B. es Su'ud.
Mamilla Rd.,
Jerusalem*

Copy to:- Area Hirings Officer,
Jerusalem.

HIRING AGREEMENT No.

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

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first
Schedule hereto, situated in the Allenby Barracks, Jerusalem. for the
period 1st April, 1947 to 31st March, 1948
determinable as hereinafter provided, at an annual rent of £P 9.449 mls

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

~~6 months after the commencement of this agreement, namely on~~
~~6 months~~

2. THE TENANT AGREES:

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

3. AND IT IS AGREED THAT:

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

4. THE LANDLORD AGREES:

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

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

6. AND IT IS FURTHER AGREED AND DECLARED:

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

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

7. THE SCHEDULE

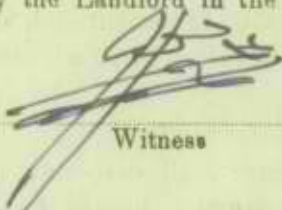
Block No.	Parcel No.	Area (Metric Dns.)	Share	Area of Share M. Dns.	Rental Rate p.a.p.d. in Mils
30113	22	50.395	4/640	0.314	30000

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand

this 26th day of June 194 7

Signed by the Landlord in the presence of



Landlord

Witness

Signed by the Tenant in the presence of



Tenant



Witness

DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

No. 37/27/604 /145

(1)

24 May, 1947

Sir,
~~Madam,~~
~~Gentlemen,~~
~~XXXXXXXX~~

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.

/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

Tahel Bey Turajman,
Hessidoff Building,
Jaffa Road,
Jerusalem.

COPY TO:- Area Hirings Officer,
Jerusalem.

5/MS.

B.U. on 26/6/47.

Kitt

(1)
GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICE
JERUSALEM DISTRICT
JERUSALEM.

No. 37/27/604

/144

24 May, 1947.

Sir,
Madam ~~XXXXXX~~
Gentlemen ~~XXXXXX~~

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 LP 30.- per dunum per annum in respect of the land owned by you having an area of 79 square metres in Block No. . . . 30113 Parcel No. . . . 22 being occupied by the War Department.

/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.

F. E. MANN
DISTRICT COMMISSIONER
JERUSALEM DISTRICT

TO: Adel Bey Turujman,
Hessidoff Building,
Jaffe Road,
Jerusalem.

COPY TO:- Area Hirings Officer,
Jerusalem.

36/5

A.M. on 28/6/47



817
Hiring No. 1020
File No. 37/27/604/140

HIRING AGREEMENT No.

An agreement made this 20th day of June 1947

between Muftieh bint Hassan El Fitieni, o/o Izzat Nuseibeh,
Damascus Gate, Jerusalem.

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

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first
Schedule hereto, situated in the Allenby Barracks, Jerusalem, for the
period 1st April, 1947, to 31st March, 1948
determinable as hereinafter provided, at an annual rent of £P 11.790 mils
payable by half-yearly instalments, ~~the first instalment being paid~~
~~annual~~

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

2. THE TENANT AGREES:

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

3. AND IT IS AGREED THAT:

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

4. THE LANDLORD AGREES:

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

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

6. AND IT IS FURTHER AGREED AND DECLARED:

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

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

7. THE SCHEDULE

Block No.	Parcel No.	Area (Metric Dns.)	Share	Area of Share M. Dns.	Rental Rate p.a.p.d. in Mills
30113	22	50.395	1120/143360	0.393	30000

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand

this 20th day of June 194 7

Signed by the Landlord in the presence of

Landlord

Witness

Signed by the Tenant in the presence of

Tenant

Witness

DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

694
Hiring No. 1020

File No. 37/27/604/137

HIRING AGREEMENT NO.

An agreement made this 11th day of June 1947
between Fatmah bint Haj Khalil bin Hussein Kesheshibi
of No 35'12 quarter, Jerusalem
(hereinafter called the Landlord) of the one part and the

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

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

determinable as hereinafter provided, at an annual rent of £P 4.800 mls
per annum payable by half-yearly instalments, the first instalment being paid
annually

3 months after the commencement of this agreement, namely on
1st January

2. THE TENANT AGREES:

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

3. AND IT IS AGREED THAT:

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

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

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

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

4. THE LANDLORD AGREES:

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

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

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

6. AND IT IS FURTHER AGREED AND DECLARED:

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

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

7. THE SCHEDULE

Block No.	Parcel No.	Area (Metric Dns.)	Share	Area of Share M. Dns.	Rental Rate p.a.p.d. in Mils
30113	22	50.395	456/143360	0.160	30000

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand this 7th day of June 1947

Signed by the Landlord in the presence of

[Signature]

Witness

Landlord

Signed by the Tenant in the presence of

Anton G. Jacin

[Signature]

Witness

[Signature]

Tenant
DISTRICT COMMISSIONER
JERUSALEM DISTRICT.



Hiring No. 1020
File No. 37/27/624/132

HIRING AGREEMENT NO.



An agreement made this 3rd day of June 1947
between Hassan Eff. Gleibo, Damascus Gate,
Jerusalem,

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

1. The Landlord agrees to let the Tenant agrees to hire the land described in the first
Schedule hereto, situated in the Allenby Barracks, Jerusalem. for the
period 1st April, 1947 to 31st March, 1948
determinable as hereinafter provided, at an annual rent of £P 12.599

payable by half-yearly instalments, ~~the first instalment being paid~~
~~annually~~
~~3 months after the commencement of this agreement, namely on~~
6 months.

2. THE TENANT AGREES:

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

3. AND IT IS AGREED THAT:

- i) The Tenant may, by giving one month's notice in writing to the Landlord, determine the tenancy hereby granted on any day.
- ii) The Tenant may, during the tenancy, carry out any work on the said land, including the erection of buildings and the installation of fixtures etc. which he may desire.
- iii) The Tenant may at any time remove all or any of the buildings or other structures or materials erected or placed by him upon the land and shall, at the expiration of the tenancy, if so required by the Landlord, restore the said land as nearly as may be to the state in which it was when first hired or pay compensation in lieu of such restoration, PROVIDED ALWAYS that such compensation shall not be greater than the value of the land at the time when possession thereof was first taken, no account being taken of any appreciation in the value thereof due to the emergency.

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

4. THE LANDLORD AGREES:

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

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

6. AND IT IS FURTHER AGREED AND DECLARED:

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

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

7. THE SCHEDULE

Block No.	Parcel No.	Area (Metric Dns.)	Share	Area of Share M. Dns.	Rental Rate p.a.p.d. in Mils
30113	22	50.395	16/1920	0.420	30,000

SPECIAL CONDITIONS

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

Signed by the Landlord in the presence of


Landlord


Witness

Signed by the Tenant in the presence of


Tenant
DISTRICT COMMISSIONER
JERUSALEM DISTRICT.


Witness

HIRING AGREEMENT No.

An agreement made this 26th day of June 1947
between Hussein Eff. Qleibo,
of Suk 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.

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 mls.

payable by half-yearly instalments, the first instalment being paid
annual
~~3 months after the commencement of this agreement, namely on~~
~~6 months~~

2. THE TENANT AGREES:

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

3. AND IT IS AGREED THAT:

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

4. THE LANDLORD AGREES:

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

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

6. AND IT IS FURTHER AGREED AND DECLARED:

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

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

7. THE SCHEDULE

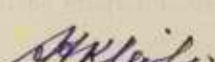
Block No.	Parcel No.	Area (Metric Dns.)	Share	Area of Share M. Dns.	Rental Rate p.a.p.d. in Mils
30113	22	50.395	16/1920	0.420	30000

SPECIAL CONDITIONS

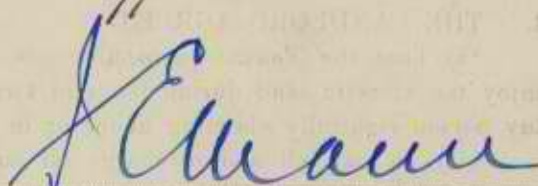
In Witness whereof the parties hereto have hereunder set their hand
this 25th day of June 1947

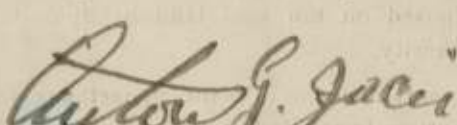
Signed by the Landlord in the presence of


Landlord


Witness

Signed by the Tenant in the presence of


Tenant


Witness

DISTRICT COMMISSIONER
J. JUSALIM DISTRICT

2583/24
Hiring No. 1020

File No. 37/27/604/147

HIRING AGREEMENT NO.

An agreement made this _____ day of _____ 194____
between **Ikram Hussein Ragheb El Khalidi**
of **c/o P.O.B. 1224, Haifa,**
(hereinafter called the Landlord) of the one part and the

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

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

determinable as hereinafter provided, at an annual rent of £P **15.853 mile**
per annum payable by half-yearly instalments, ~~the first instalment being paid~~
~~as follows~~

~~3 months after the execution of this agreement, and every~~
~~3 months~~

2. THE TENANT AGREES:

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

3. AND IT IS AGREED THAT:

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

4. THE LANDLORD AGREES:

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

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

6. AND IT IS FURTHER AGREED AND DECLARED:

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

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

7. THE SCHEDULE

Block No.	Parcel No.	Area (Metric Dns.)	Share	Area of Share M. Dns.	Rental Rate p.a.p.d. in Mils
30113	22	50.395	950/92160	0.519	30000

SPECIAL CONDITIONS

In Witness whereof the parties hereto have hereunder set their hand this 5th day of June 194 7

Signed by the Landlord in the presence of

A. S. Jamin
Witness

أحمد بن عبد الحادي
Landlord
زوجة عاكب جاعوني

Signed by the Tenant in the presence of

Anton J. Jamin
Witness

Anton J. Jamin
Tenant
DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

GOVERNMENT OF PALESTINE

DISTRICT COMMISSIONER'S OFFICES
JERUSALEM DISTRICT
JERUSALEM

No. 37/27/604.

30 April, 1947.

Sir,
Madam,
Gentlemen,

/ w. e. f.
1. 4. 47.
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 . . . LP. 30,000 . . . per dunum per annum in respect of the land owned by you having an area of . . . 315 . . . square metres in Block No. . . . 30113 . . . Parcel No. . . . 22 . . . being occupied by the War Department.

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

I have the honour to be,

Your obedient servant,

F. E. MANN

DISTRICT COMMISSIONER
JERUSALEM DISTRICT.

TO: Asnat Mohamed Abdul Wahab el Khalai.

% Jamal Bey Tukan,
District Officer
Jerusalem.

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 CLAIM 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.

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: Nil

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: 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 27/1/41
114	19	LP 20	3 years from 1/1/1940

If tenant, state

 - (a) Landlord's name & address Nil
 - (b) Nature of tenancy or lease Nil
 - (c) Date of tenancy or lease and short particulars and any special covenants etc: Nil
 - (d) How determinable and term unexpired; Nil
 - (e) Rent payable: Nil
4. Where applicable; annual value as assessed under the Urban Property Tax Ordinance (Cap. 147) Nil
5. Particulars of mortgages etc.: LP... 60 000 L.P. padunum Nil
6. Particulars, in the case of agricultural land, of the building giving details in respect of: Nil
 - (a) Things previously done for the purpose of the cultivation of the land and Nil
 - (b) Seeds Nil
 - Tillages Nil
 - Growing crops Nil
 - Unexhausted manures Nil
 - Other similar matters Nil

7. Date possession taken by competent authority:

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

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

- (a) In respect of compensation under section 4(I)(a)
- (b) In the case of agricultural land the amount payable by an incoming tenant under section 4(I)(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.....
Name and address of surveyor if any.....

د. ق. ح. ق. ح.
الرومانيات من قسما في
[م] م. م.

ش. ش. ش. ش.

CL/3 & 27.

רשימת שומא ורשימת שומא נוספת. قائمة التخمين وملحق قائمة التخمين

GPP, 5766—10000—6-5-38

التاريخ
 התאריך

URBAN PROPERTY TAX ORDINANCE.

CL/3 & 27.

قانون ضريبة الاملاك في المدينه

VALUATION AND SUPPLEMENTARY VALUATION LIST.

قائمة التقييم وملحق قائمة التقييم

Serial No. 2
Urban Area
المنطقة المقيمة
المنطقة المقيمة
المنطقة المقيمة

Name and Number of Block

Date of deposit of list

اسم القطعة ورقمها
شماره القطعة
تاريخ ايداع القائمة
تاريخ ايداع القائمة

GPP.5768-10000-6-6-38

OFF. 1000-10000-60-58																	
Serial No. الترتيب المتسلسلة المسفر المسوري	Parcel No. in Valuation and Supplementary list نمرة القسيمة في قائمة التقييم وملاحق قائمة التقييم مسفر الحלקة برשיمة الشومام وبرشيمة النوسפת	Revised Parcel No. نمرة القسيمة السابقة المسفر المتموكن של الحלקة	Description of Property وصف الملك تأور הכוש	Names of Reputed Owners اسماء المالكين المعروفين שמות הבעלים הידועים	Register سجل מנקם		חשוי השנתי הנקי		Net Annual Value الايثار السنوي الصافي						Initials and Date التوقيع والتاريخ החתימה והתאריך		
					Volume מجلד כרך	Folio الصحيفة דף	Previous Assessment التقييم السابق ההערכה הקודמת		Revised Assessment التقييم بعد المراجعة ההערכה המתוקנת								
							Houses بيوت דירות	Industrial مشروع صناعي בתי תעשייה	Land ארץ קרקע	Houses بيوت דירות		Industrial مشروع صناعي בתי תעשייה		Land ארץ קרקע			
										Assessment التقييم ההערכה	Assessment Appeal or Final الاستئناف أو خلاصة التقييم ערעור או הערכה סופית	Assessment التقييم ההערכה	Assessment Appeal or Final الاستئناف أو خلاصة التقييم ערעור או הערכה סופית	Assessment التقييم ההערכה		Assessment Appeal or Final الاستئناف أو خلاصة التقييم ערעור או הערכה סופית	
																	L. P. ל. פ. פ"פ (א"י)
7 ✓ 7		21	ארץ	Shahid Mahmud al-Hakim شيخ محمد الحادي												14/3-39	
8 ^ 8		22	ארץ	Shahid Mahmud al-Hakim شيخ محمد الحادي													

Signatures of Appeal Commission
تواقيع اعضاء لجنة الاستئناف

Chairman
الرئيس

Assessment Chairman
رئيس لجنة التقييم

Objection Chairman
رئيس اللجنة التي نظرت في الاعتراض

Date
التاريخ

16/11/38

05/60

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.

* * *

U.S. EMBASSY
JERUSALEM, JERUSALEM

תכנית מס' 101-0810796

מתחם דיפלומטי - ארה"ב
דרך חברון, ירושלים

נספח הדמיות

נספח מס' : 3
קנ"מ: 1:500

מקרא:

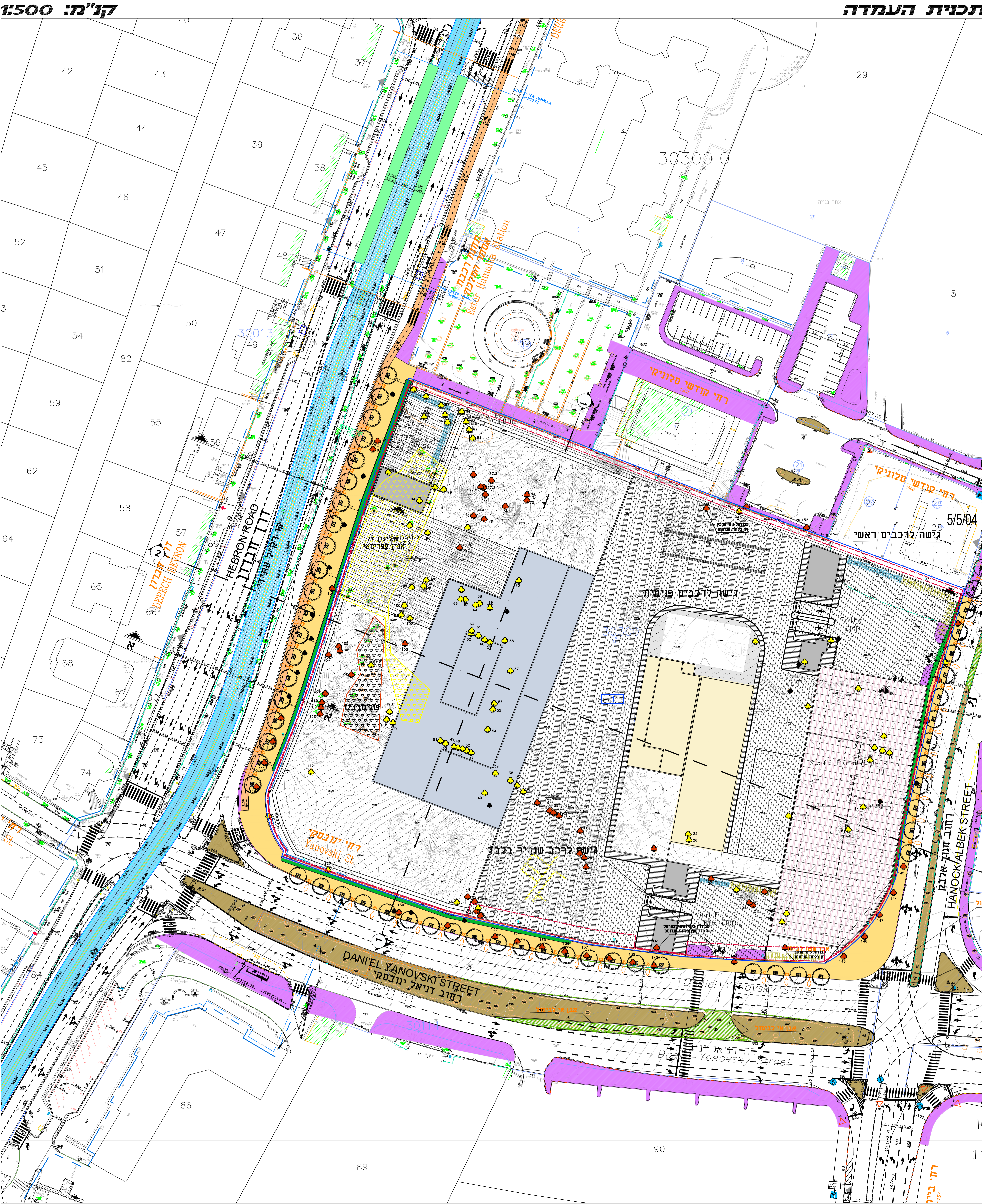
	גבול התכנית
	קו בנין תחתי
	קו בנין
	משרדים
	חניה
	מגורים

חזרת מוסד התכנון :

שם	82290	תאריך	05.09.2021
שם	02-6221893	תאריך	02-6221893
שם	02-6221893	תאריך	02-6221893

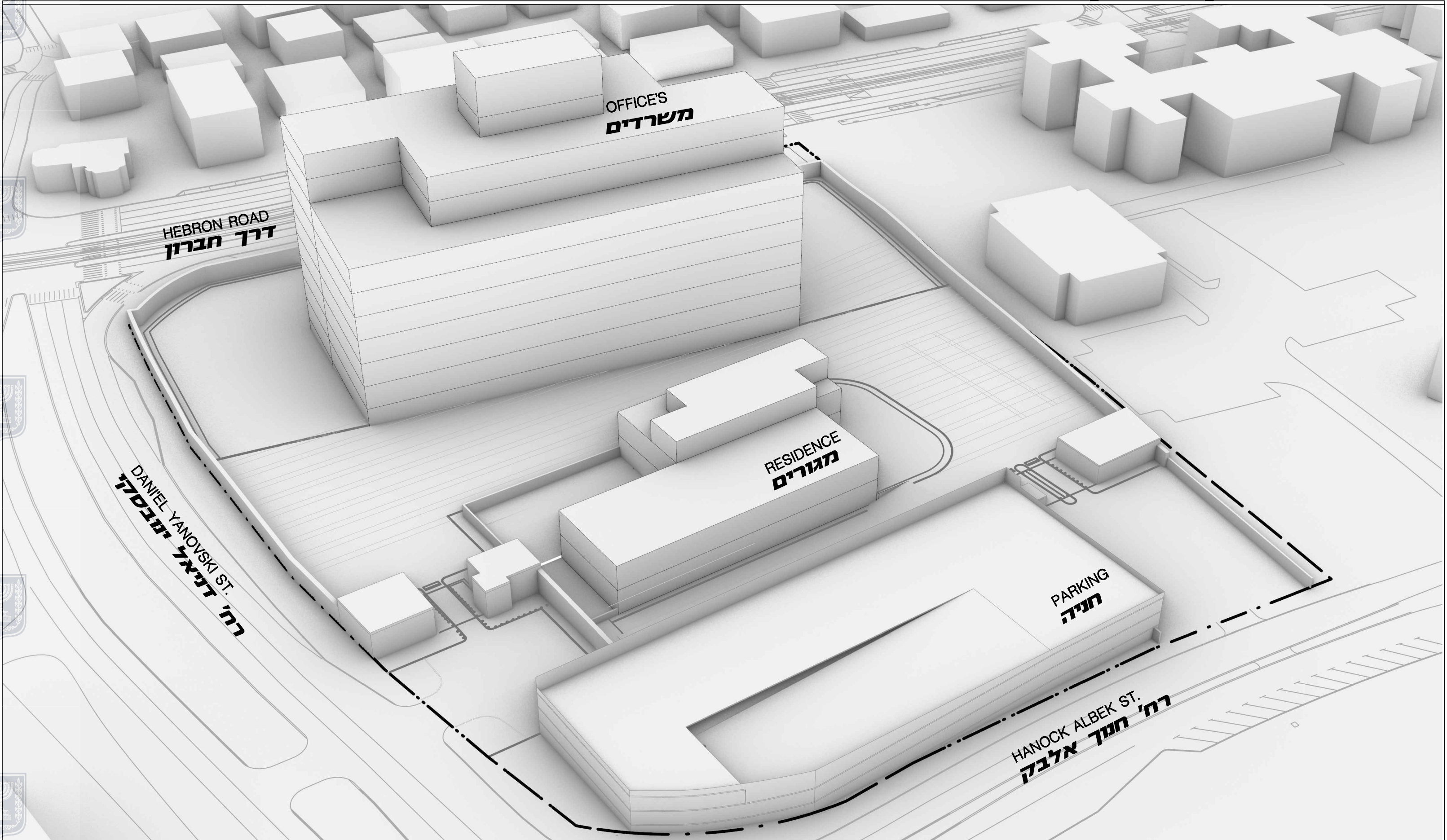
שלב: הגשה מחזור: 01 תאריך: 05.09.2021

תכנית העמדה

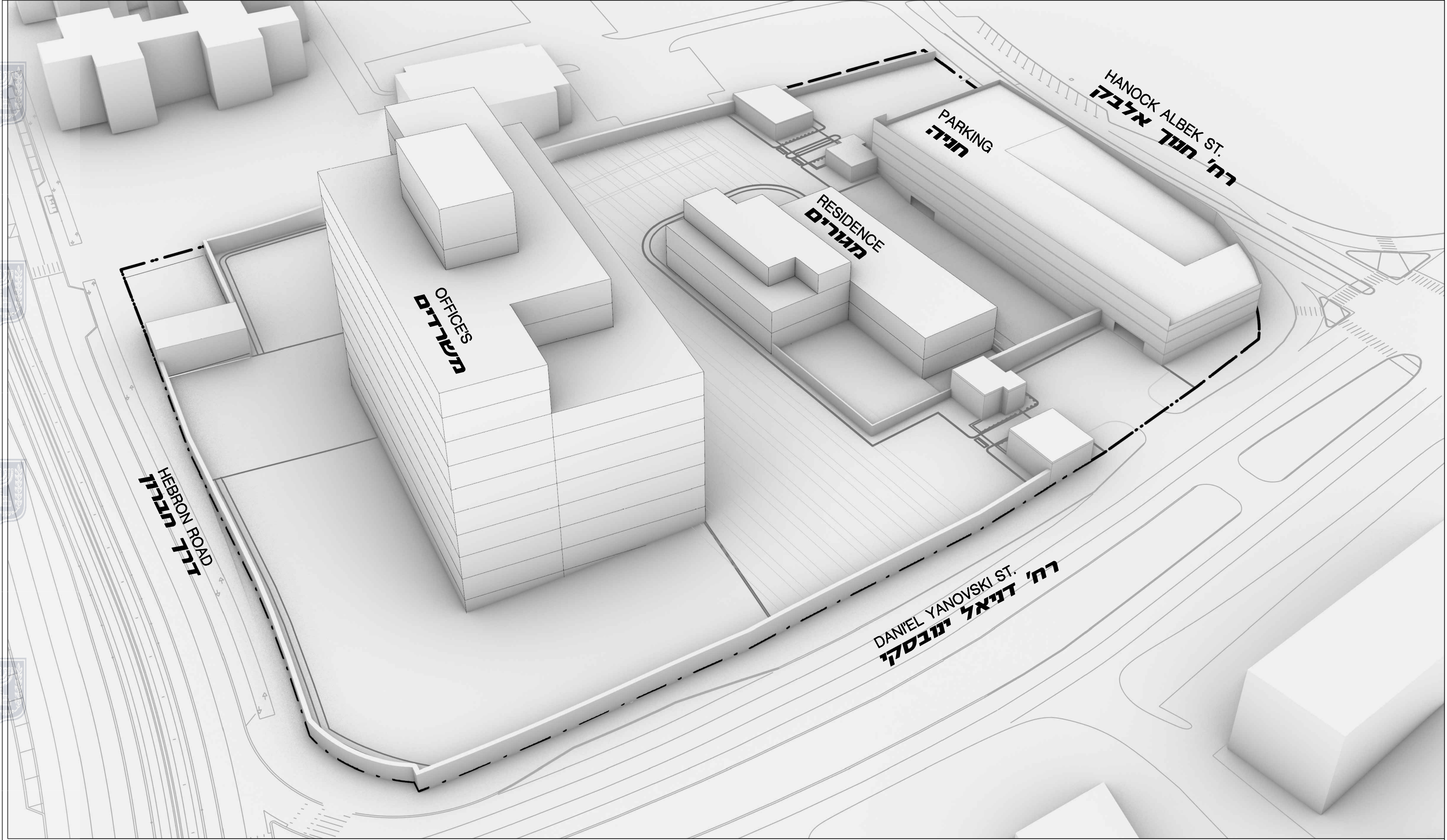


קנ"מ: 1:500

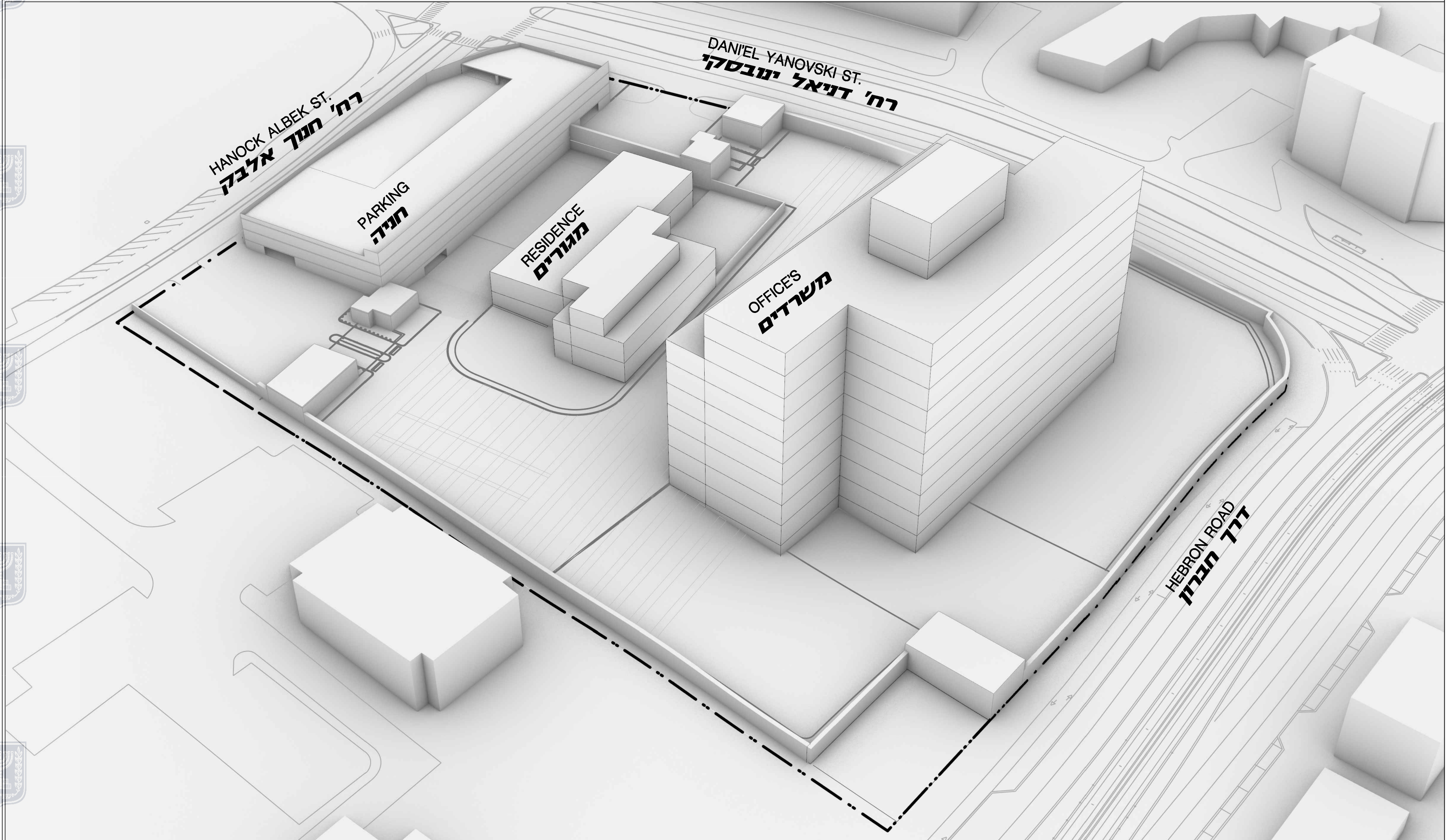
מבט מכיוון צפון מערב

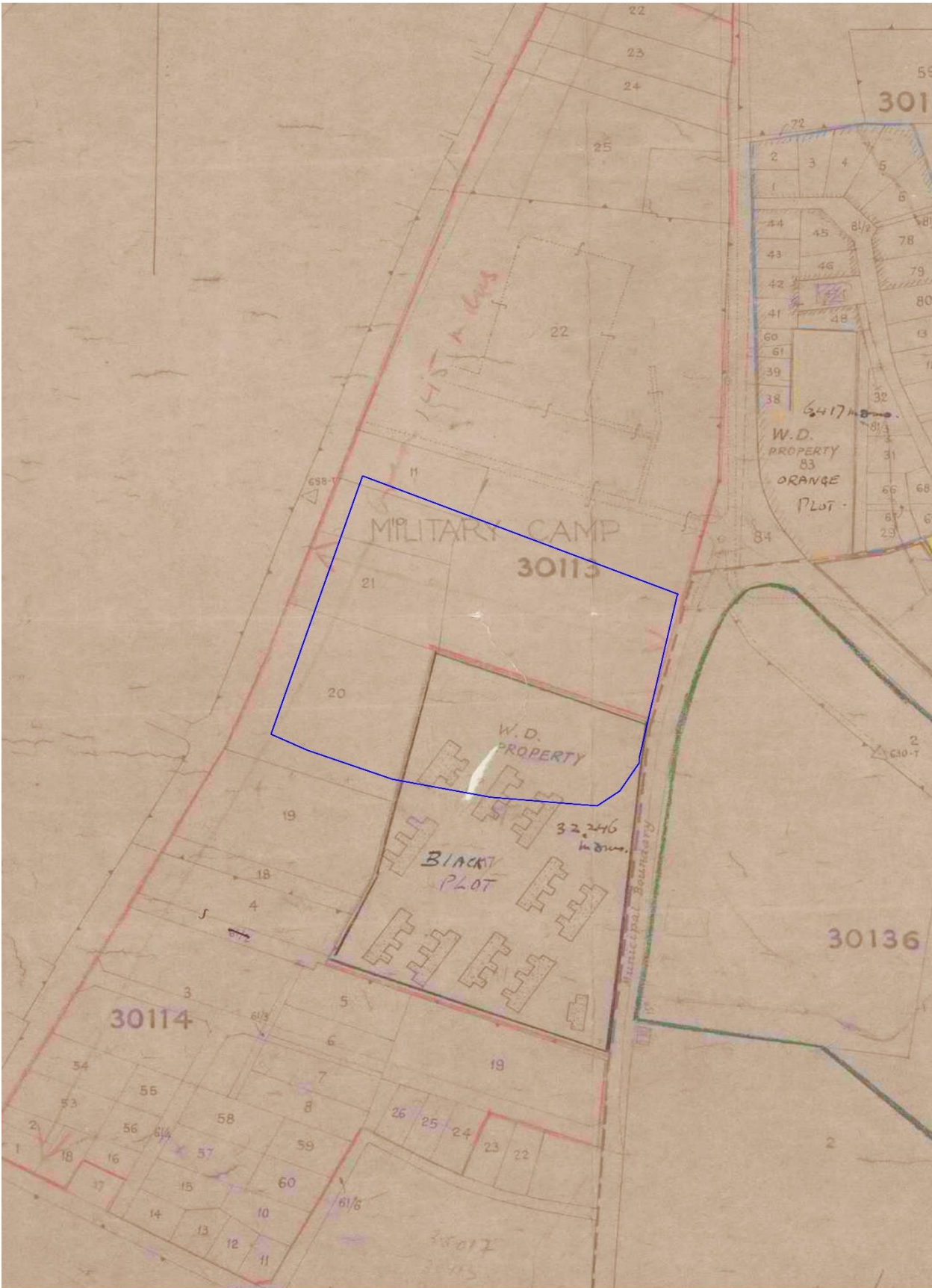


מבט מכיוון דרום מערב



מבט מכיוון דרום מזרח





תרשיים מס' 10
מפת מתחם בסיס אלנבי, 1963 (מתוך ארכיון צה"ל)
קנ"מ 1:2,500

מחוז : ירושלים
עיר : ו
גושים : 30114, 30113, 30017

שטח החלקות :
שטח הדרכים :
שטח כללי :

מגבל

בשעת ישיבה

× 7 7 λ

מחנה מק 306
לוח שלוחים

שנה בזמן דרכים	חלקה מס	גז. זמ. סג.
10492	28	3007
2516	16	3075
2740	11	
23346	17	
1216	10	
4715	13	
10062	20	
2775	15	
10219	21	
1274	12	
1800	22	
497	04	
1032	03	
1000	06	
1007	07	
778	07	
920	08	
1477	09	
734	10	
2440	51	
1000	53	
1277	50	
1000	50	
2045	57	
10980	61	
	52	
4750	A	

גבול התכנית

תרשים המקום
1:100 000

מחנה אלנבי ירושלים

[illegible]