

ON APPEAL FROM THE SUPREME
COURT OF PALESTINE.

BETWEEN

THE VILLAGE SETTLEMENT COMMITTEE OF ARAB EN NUFEI'AT

(*Plaintiffs*) *Appellants*

AND

- | | |
|------------------------------|---------------------------------|
| 1. AHARON SAMSONOV. | 33. SHELOMO SHARGARODISKY. |
| 2. RAHEL SAMSONOV. | 34. PENINA (SCHMIDT) BLOMERSON. |
| 3. PENINA SAMSONOV. | 35. AVRAHAM LABSOVSKY. |
| 4. OFIRA SAMSONOV NEIDERMAN. | 36. BENAYHU VA'ADYA. |
| 5. ARYE SAMSONOV. | 37. HILLEL VA'ADYA. |
| 6. MOSHE GOLDENBERG. | 38. NISSIM VA'ADYA. |
| 7. YEHEZKEL GOLDENBERG. | 39. BEN TZIYON HADJAINOFF. |
| 8. NOAH MILNER. | 40. AVRAHAM HAIYIM HADJAINOFF. |
| 9. MORDEKHAI BEN BINYAMIN | 41. MORDEKHAI HADJAINOFF. |
| 10. THE GOVERNMENT OF RODIN. | 42. AVRAHAM HAIYIM YADGAROFF. |
| PALESTINE. | 43. OHELI'AV HAIYIM SHOLOFF. |
| 11. EFRAYIM PINHAS MARGOLIN. | 44. ELIYAHU KIMYAGAROFF. |
| 12. WILLIAM ZEEV BRUENN. | 45. AHARON MEIRSON. |
| 13. KEREN KAYEMETH LEISRAEL | 46. THE ANGLO PALESTINE |
| LTD. | BANK, LTD. |
| 14. TANHUM HANKIN. | 47. HAIYIM PERETZ RABINOVITCH. |
| 15. MANDEL HANKIN. | 48. MEIR RABINOVITCH. |
| 16. HADERA FOUNDERS | 49. TSEEV YOVAL. |
| ASSOCIATION, LTD. | 50. ZEEV YOVAL. |
| 17. ALEXANDER AHORONSON. | 51. YERAHMIAL YOVAL. |
| 18. RAHEL GOLDENBERG. | 52. LEA LUBIN. |
| 19. SAMUEL GOLDENBERG. | 53. PESIA BERVITSKI. |
| 20. HANNA TELKOVISKI. | 54. HENIA SEGAL. |
| 21. YEHUDIT KLEBANOFF. | 55. YONA SALTMAN. |
| 22. SHULAMITH HOCHFELD. | 56. HAIYIM LAVOUCHKIN. |
| 23. LEVY YITSHAQ MADOURSKY. | 57. ELIEZER BELOCH. |
| 24. YITSHAQ HUCK. | 58. GITTA HASMAN. |
| 25. SHEM'ON GORDON. | 59. HANNA HASMAN. |
| 26. MATITYAHU SHEMUELSON. | 60. BATYA YOVAL (HASMAN). |
| 27. MIKHAEL SHEMUELSON. | 61. LEIB (LUBA) HASMAN. |
| 28. SHEMUEL SHTERNIN. | 62. YA'AQUV HASMAN. |
| 29. ZEEV GURVITZ. | 63. AHARON TSEVI AHARONSON. |
| 30. EFRAYEM SHTERNIN. | 64. NAHMAN RUTMAN. |
| 31. ESTER SHNEERSON. | 65. DAVID KASTEL. |
| 32. YAIYIM BEN SHAUL RUTMAN. | 66. MOSHE KASTEL. |

67. SHABETAI KASTEL.
68. AVRAHAM KASTEL.
69. SIMHA (BEKHORA) MISRAHI.
70. MAZZAL BEKHORE.
71. MALKA SHEIMAN.
72. THE PALESTINE JEWISH COLONIZATION ASSOCIATION, LTD.
73. SHALOM RABINOVITCH.
74. THE GOVERNMENT OF PALESTINE.
75. NAHUM MUNIZ.
76. MORRITZ SHAPIRA.
77. HASYA SHALOPSKY.
78. ROBERT BARAACH.
79. GERTRUD RIESE.
80. EDITH MANASSE.
81. SHELOMO BAHN.
82. YONA HURVITZ.
83. ARIEL HURVITZ.
84. ROMANTI-EZER HURVITZ.
85. YETZHAQ HURVITZ.
86. YOSEF TARTAKOVSKY.
87. YOSEF ELIASH.
88. AHARON MEIRSON.
89. DAVID ZOLTEROV.
90. BINYAMIN SHULAMI.
91. YOSEF YA'AQOV. BERVITZ.
92. MOSHE BEN TZIYON SUSSMAN.
93. MENASHE SCHWARTSTEIN.
94. LEVY YITWHAQ MADORSKY.
95. YOSEF AHARON HALEVI.
96. RAHEL SAMSONOV.
97. PENINA SAMSONOV.
98. OFIRA SAMSONOV.
99. ARYE SAMSONOV.
100. YITZHAQ HACK.
101. SHELOMO MERSON.
102. BARUKH RUM.
103. YISSAKHAR RAM.
104. TZEVI BOTKOSKY.
105. TZEVI CANTARJI.
106. DOV. CANTARJI.
107. GENESIA HALEVI.
108. YOKHEVET HAR ZAHAY.
109. SHOSHANA MADOURSKY.
110. TSEVI MADOURSKY.
111. WIFE OF ZALMAN MADOURSKY.
112. DAUGHTER OF ZALMAN MADOURSKY.
113. LEVY YITZHAQ SHNEERSON.
114. MANDEL SHNEERSON.
115. DOV BER ABRAHAM LEVITAS.
116. SHEMUEL KLASS.
117. MOSHE YITZHAQ KLASS.
118. NATAN YITZHAQ KLASS.
119. EDLA ABRAMSON.
120. YEHUDA SLUTZKIN.
121. YITZHAQ YA'AQOV SLUTZKIN.
122. HAIYIM FRADKIN.
123. MIKHAIL TUTELMAN.
124. AHARON KONGRETEZKY.
125. MATEL KONGRETEZKY.
126. BINYAMIN SACHENHAUS.
127. PESAH GUTMAN DRIBEN.
128. YESHA 'YAHU BEN SHEMUEL SLIK.
129. BEN TZIYON BEN YEHUDA RITOV.
130. BEILA GUTOVITCH.
131. SHAUL DAVID SACHS.
132. LEIB SCHAFF.
133. DAVID GOTTLIEB.
134. KALMAN HIRSHHORN.
135. AHARON ALFRED TICHU.
136. YITZHAQ MAIDANIK.
137. YEHOSHA BITAN.
138. HAIYIM SCHER.
139. BENYAIM VA'ADIA.
140. HILLEL VA'ADIA.
141. NISSIM VA'ADIA.
142. YA'AQOV ELIASHER ZALSTER.
143. YOSUF GLUSGAL.
144. SHEMUEL FIGUR.
145. TZEVI FEIN.
146. HAIYIM PINHAS COHEN.
147. MOSHE HARAP.
148. YITZHAQ IZIK GOLDMAN.
149. MOSHE ZEEV BEN DAVID MITZKON.
150. TANHUM GRANK.
151. AVRAHAM METZ.
152. TANHUM BRANSBURG.
153. DOV KLEIN.
154. HADERA FOUNDERS ASSOCIATION, LTD.

- | | |
|--|---|
| 155. AVRAHAM SMALNIK. | 182. ZALMAN RUTMAN. |
| 156. BEN TZIYON SMALNIK. | 183. IMMANUEL SHAHAR. |
| 157. SHULAMIT SMALNIK. | 184. SHERYA SHAHAR. |
| 158. HAIYIM BEN SHAUL RUTMAN. | 185. MIRYAM SHAHAR. |
| 159. FEIGA COHEN STOCK. | 186. AVIGDOR FISHER. |
| 160. SIMA HUT-ORI. | 187. SHELOMO FISHER. |
| 161. EFRAYIM SHTERNIN. | 188. HELENA FISHER. |
| 162. HAIYIM WEINSTEIN. | 189. DAVID SCHLOSINGER. |
| 163. HARRY TSEVI SHARGARODSKY. | 190. DAVID LEVUTCHKIN. |
| 164. SAMUEL SHAR YEHUSHAA
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| 165. WOLF SHERRY ZEEV
SHARGARODSKY. | 192. PENINA (SCHMIDT) BLUMERSON. |
| 166. SHELOMO SHARGARODSKY. | 193. HAYA (ZIVIK) ARIEL. |
| 167. NATAN NATA' LERMAN. | 194. URIYA ZIVIK |
| 168. NATA MOSHE LERMAN. | 195. YONA GUREVITCH. |
| 169. ZEHAVA SHAPIRA. | 196. ZEEV GUREVITCH. |
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| 175. YEFET MILNER. | 202. TSEVI ELHANAN GUTERMAN. |
| 176. YA'AQOV. PILOSOFF. | 203. FANIA (FEIGE) SPIRO. |
| 177. MATITYAHU NAHUMI. | 204. TANIA RAZEMOVSKA. |
| 178. MOSHE LUBIN. | 205. RAHEL (RU) SOIKANEN. |
| 179. NAHMAN LUBIN. | 206. YITZHAQ LAMBURG. |
| 180. YA'AQOV BEN SHAUL RUTMAN. | 207. SHIMON ZIHAVI. |
| 181. YOSEF RUTMAN. | 208. THE PALESTINE AGUDÁT
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(Defendants) Respondents. |

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In the Privy Council.

No. 17 of 1944.

ON APPEAL FROM THE SUPREME
COURT OF PALESTINE.

THE VILLAGE SETTLEMENT COMMITTEE OF
ARAB EN NUFEI'AT ... (Plaintiffs) Appellants
AND
AHARON SAMSONOV AND OTHERS ... (Defendants) Respondents.

10

RECORD OF PROCEEDINGS.

No. 1.

Case No. 12/Nufei'at.

MEMORANDUM OF CLAIM, No. 374.

Sub-District : Haifa.

No. of Claim : 374.

Village : Hadera-Nufei'at.

Reg. Block : Name.....No. 10572.

Prov. Parcel No. : 10572/1c+2b+3a+5
+6 ; 10570/53b, 10580/1d+11a.Before the
Settlement
Officer,
Haifa.No. 1.
Memoran-
dum of
Claim
No. 374
25.11.36.

20

1. The Village Settlement Committee of Arab en Nufei'at, on their own behalf and on behalf of all the Arabs en Nufei'at whose names appear in the Schedule attached to Memorandum of Claim No. 361.

Arab en-
Nufei'at In
whole

2. Miri.

3. Ownership.

4. By inheritance and possession for a period exceeding the legal prescriptive period.

5. Not registered.

6. —

30

7. Grazing, arable and camping.

North : Blocks 10570, 10580 : Barret el Hawakir esh Sharqieh &
Barret el Hawakir el Gharbieh.

East : Block 10571 : Ali el Abdallah Suleiman.

South : Parcels 6, 12, 7—Ali Abdallah Suliman, Abbas Husein Ali
and Muhammad Mihsen el-Ukkasheh.

West : Block 10581 : Barret el 'Urf.

Before the
Settlement
Officer,
Haifa.

No. 1.
Memoran-
dum of
Claim
No. 374
25.11.36.

8. 100 dunums approximately.
9. ———
10. ———
11. ———
12. Tithe records and evidence of witnesses.
13. ———
14. We, the village settlement committee of En-Nufei'at, hereby take oath and swear that the particulars stated by us in the Memorandum of Claim are true and correct and that all information affecting the validity of our claim is truly set forth therein.

10

(Sgd.) ALI EL ABDALLAH.
 „ ALI HASSAN ES-SAYYED.
 „ FAHIM IBRAHIM EL-HAJIBI.

Read over to signatories and sworn to and signed by them in my presence.

(Sgd.) M. ALHASSID,
Assistant Settlement Officer.

Date : 25.11.1936.

Area : Haifa.

15. We, the undersigned, hereby declare that to the best of our knowledge and belief the above statement is true and correct. 20
 Date : 25.11.1936. Village Settlement Committee Nufei'at.
 Place : Arab en Nufei'at.

(Sgd.) ABDALLAH EL HASSAN.
 „ DEEB ?

Claim No. 374.

<i>Block No.</i>	<i>P.P. No.</i>	<i>F.P. No.</i>	<i>Govt. Claim.</i>	<i>Jewish Claim.</i>
10572	1c		—	88
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10572	3a		—	83
10572	5		—	88
10572	6		—	89
	—		—	
10570	53b		—	54
	—		—	
10580	1d		—	265
10580	11a		—	275

30

No. 2.
Case No. 25/Nufei'at.

Before the
Settlement
Officer,
Haifa.

MEMORANDUM OF CLAIM, No. 387.
(Land Settlement Ordinances, 1928-33.)

No. 2.
Case
No. 25/
Nufei 'at
Memoran-
dum of
Claim
No. 387
25.11.36.

Part A. (For official use only.)

Sub-District—Haifa.

No. of Claim 387

Village : Hadera-Nufei'at.

Reg. Block : Name No. 10573

Provisional Parcel No. 2, etc.

See page 4 hereof.

Final Parcel No.

10

Part B. (To be made out by Claimant.)

- | 1. Name of person in whose favour right to registration is claimed. | Full address of same. | Interest or share claimed. |
|---|-----------------------|-------------------------------|
| Village Settlement Committee Arab en Nufei'at on their own behalf and on behalf of all members of Arab en Nufei'at whose names are mentioned in the Schedule appended to Memorandum of Claim No. 361. | Arab en Nufei'at | In whole and the shares equal |

20

2. Category of Land :—Miri.
3. Nature of Right claimed :---Proprietorship.
4. How acquired :

<i>Part or Share</i>	<i>Date</i>	<i>From whom</i>	<i>Manner of Acquisition</i>
			By inheritance and old possession for a period exceeding the prescriptive period.

5. Registration in Land Registry (if not registered, state so).

30 *Deed No.* *Date* *Name and interest of person registered*

Not registered.

6. By whom is Rural Property Tax Paid : (State annual amount).
7. Description of Parcel : (a) Land—Grazing, camping, wood cutting and arable.

Boundaries : North—Block 10581—Barret el 'Urf.
East— Parcel 2, Parcel 3, Road and Plot 10574—
Muhammad Ali el Muhallab and his
partner, Birket el Sarakhiye and Road.
South—Block 10582—Barret I'liyeh.
West— Parcels 4 and 6—Masha' of Arab Nufei'at.

40

Before the
Settlement
Officer,
Haifa.

No. 2.
Case
No. 25/
Nufei 'at
Memoran-
dum of
Claim
No. 387
25.11.36.

8. Area Claimed :—500 dunums approximately.
9. Other rights affecting Parcel (or Share) :—
 - (a) Servitudes to which the Parcel is subject :—
 - (b) Servitudes over other land enjoyed by the Parcel :—
10. Is Partition desired (in case of a claim to undivided parcel or village Masha') :—
 - (a) By Government.....
 - (b) By agreement.....
11. Charges on Parcel or Share.
(Mortgage, attachment, lease of more than three years, etc.) 10

<i>Nature of Charge</i>	<i>In favour of</i>	<i>If registered,</i>	<i>Particulars where</i>
		<i>Deed No.</i> <i>and Date</i>	<i>charge is not</i> <i>registered</i>

No Charges

12. Supporting Documents :—Tithe records and evidence of witnesses.
13. Additional statement or Details (if any) :—
(If recorded in Unofficial Land Book state also Village Parcel No..... and Unofficial Land Book folio No.....)
All Arabs en Nufei'at exercise possession over these lands, graze their cattle thereon, build their houses, cultivate them 20
ab antiquo and for a period exceeding the prescriptive period, legally recognized.
14. I/We, Members of the Village Settlement Committee of the Arabs en Nufei'at hereby take oath and swear (or solemnly affirm) that the particulars stated by us in the Memorandum of Claim are true and correct and that all information affecting the validity of our Claim is truly set forth therein.

(Sgd.) ALI EL 'ABDULLAH.
 „ ALI HASSAN ES SAIYID.
 „ FAHIM IBRAHIM EL HAJIBI. 30

Read over to signatories and sworn to and signed by them in my presence.

(Sgd.) ALHASSID,
Assistant Settlement Officer.

Date : 25.11.1936.

Area—Haifa.

15. We, the undersigned, hereby declare that to the best of our knowledge and belief the above statement is true and correct.

(Sgd.) ABDALLAH EL ?
 „ DEEB ?
Members of Village Settlement Committee 40
of Arab en Nufei'at.

Date : 25.11.1936.

PRELIMINARY INVESTIGATION.
(To be completed by Asst. Settlement Officer.)

Before the
Settlement
Officer,
Haifa.

1. Observations regarding Claim as submitted :—

This claim includes the area covered by an ancient Moslem cemetery which is indicated on the plan as P.P.N. 10573/2d—
not disputed.

(Intd.) M. C. A.

No. 2.
Case
No. 25/
Nufei'at
Memoran-
dum of
Claim
No. 387
25.11.36.

Claim No. 387.

Case 25/Nuf.

	Block No.	P.P.N.	F.P.N.	No. of Govt. Claim.	No. of Jewish Claim.
10	10573	2			124
	10573	3			103
	10573	4			104
	10573	5			105
	10573	6			106
	10573	8c			108
	10573	9			109
	10573	10			110
20	10573	11			111
	10573	12			112
	10573	13			113
	10573	14			114
	10573	15			115
	10573	16			116
	10573	17			117
	10573	18			118
	10573	19			119
	10573	20			120
30	10573	21			121
	10573	22			122
	10573	23			123
	10581	16c			291
	10581	15b			290
	10573	2d	—	—	

is an ancient Moslem Cemetery
(not used now) and is not
disputed either by Government
or by the Jewish claimants.

(Intd.) M. C. A.

Before the
Settlement
Officer,
Haifa.

No. 3.

Case No. 27/Nufei'at.

No. 3.
Case
No. 27/
Nufei at
Memoran-
dum of
Claim
No. 389
25.11.36.

MEMORANDUM OF CLAIM, No. 389.

Sub-District : Haifa.

Village : Hadera Nufei'at.

Reg. Block : Name.....No. 10573 .
Prov. Parcel No. : 8.

1. The Village Settlement Committee of Arab en Nufei'at on behalf of all the Arabs en Nufei'at whose names are mentioned in the Memorandum of Claim No. 361. In whole.
In equal shares among them. 10
2. Miri.
3. Proprietorship.
4. By inheritance and possession ab antiquo, exceeding the prescriptive period.
5. Not registered.
6. —
7. Watering place for the cattle of the Arabs : grazing place and planted eucalyptus before 1931.
Boundaries :— North :—Road.
East :—Road. 20
South :—Parcel 1, Masha' Sarakhieh.
West :—Parcel 1. Masha' Sarakhieh.
8. 100 dunums approximately.
9. —
10. —
11. No charges.
12. —
13. —
14. We, members of the village Settlement Committee of Arab en-Nufei'at, hereby take oath and swear that the particulars stated by us in the Memorandum of Claim are true and correct and that all information affecting the validity of our Claim are truly set forth therein. 30

(Sgd.) ALI EL ABDALLAH.
„ ALI HASSAN ES-SAYYED.
„ FAHIM IBRAHIM EL-HAJIBI.

Read over to signatories and sworn to and signed by them in my presence.

(Sgd.) M. ALHASSID,
Assistant Settlement Officer.

Date : 25.11.1936.

Area : Haifa.

15. We, the undersigned, hereby declare that to the best of our knowledge and belief the above statement is true and correct.

VILLAGE SETTLEMENT COMMITTEE.
ARAB EN NUFEI'AT.
(Sgd.) ABDALLAH EL HASSAN.
„ ZEID AL TAWI (?)

Date : 25.11.36.

Place : Arab en Nufei'at.

Claim No. 389.

Block No.	P.P. No.	F.P. No.	Govt. Claim	Jewish Claim	Case 27/Nuf.
10 10573	8	—	—	108	

Before the
Settlement
Officer,
Haifa.

No. 3.
Case
No. 27/
Nufei'at
Memoran-
dum of
Claim
No. 389
25.11.36.

No. 4.

Case No. 68/Nufei'at.

MEMORANDUM OF CLAIM, No. 430.

Sub-District : Haifa.

No. of Claim : 430.

Village : Hadera Nufei'at.

Reg. Block : Name.....No. 10575.
Prov. Parcel No. : 10575/3g+4b+4c+
10577/1a+6a+7a+10577/8a+9a+16+
17+18+31b.

- 20 1. Members of Village Settlement Committee of Arab In whole
Arab en Nufei'at on behalf of themselves and en and in
all members of Arab en Nufei'at whose names Nufei'at equal
are shown in the schedule appended to shares.
Memorandum of Claim No. 361.
2. Miri.
3. Ownership.
4. By inheritance and old possession for a period exceeding the
prescriptive period.
5. Not registered.
6. —
- 30 7. Grazing, camping, wood-cutting and cultivable.
- North :— Parcels 5, 6, 7, : Ali Ahmad Ali, Isa Abdalla Ata and
Ali Abdalla Suleiman.
- East :— Block 10578 ; Masha' Birket 'Atta.
- South :— Block 10577 : Masha' Raml 'Atta near the Birka.
- West :— Block 10577 : Masha' Raml 'Atta near the Birka.

No. 4.
Case
No. 68/
Nufei'at
Memoran-
dum of
Claim
No. 430
20.12.36.

Before the
Settlement
Officer,
Haifa.

No. 4.
Case
No. 68/
Nufei'at
Memoran-
dum of
Claim
No. 430
20.12.36.

8. 100 dunums approximately.

9.

10.

11.

12.

13.

14. We, Village Settlement Committee of Arab en Nufei'at, hereby take oath and swear that the particulars stated by us in the Memorandum of Claim are true and correct and that all information affecting the validity of our Claim is truly set forth therein.

10

(Sgd.) ALI EL ABDALLAH.

„ ALI HASSAN ES-SAYYED.

„ FAHIM IBRAHIM EL HAJIBI.

Read over to signatories and sworn to and signed by them in my presence.

(Sgd.) M. ALHASSID,
Assistant Settlement Officer.

Date : 20.12.1936.

Area : Haifa.

15. We, the undersigned, hereby declare that to the best of our knowledge and belief the above statement is true and correct.

VILLAGE SETTLEMENT COMMITTEE ARAB NUFEI'AT.

(Sgd.) ABDALLAH EL HASSAN.

„ DEEB ?

Date : 20.12.1936.

Place : Arab en Nufei'at.

Claim No. 430.

<i>Block No.</i>	<i>P.P. No.</i>	<i>F.P. No.</i>	<i>Govt. Claim</i>	<i>Jewish Claim</i>	<i>Case 68/Nuf.</i>
10575	3g		—	155	
10575	4b		—	156	
10575	4c		—	157	30
—	—		—	—	
10577	1a		—	185	
10577	6a		—	190	
10577	7a		—	191	
10577	8a		—	192	
10577	9a		—	193	
10577	16		—	200	
10577	17		—	201	
10577	18		—	202	
10577	31b		—	185	40

No. 5.

Case No. 70/Nufei'at.

Before the
Settlement
Officer,
Haifa.

MEMORANDUM OF CLAIM, No. 432.

No. 5.

Sub-District : Haifa. Reg. Block : Name No. 10576/3, etc.

Village : Hadera-Nufei'at. Prov. Parcel No. :—

Case
No. 70/
Nufei'at
Memoran-
dum of
Claim
No. 432
20.12.36.

1. Village Settlement Committee, Arab en Nufei'at, on their own behalf and on behalf of all members of the Arabs en Nufei'at whose names are mentioned in the Schedule appended to Memorandum of Claim No. 361.

10 Arab en Nufei'at.
In whole.

2. Miri.
3. Ownership.
4. By inheritance and old possession for a period exceeding the prescriptive period.
5. Not registered.
6. —

7. Cultivable land. North : Block 10582, Masha' Barret el Misa'.
East : Block 10584 : Masha' Barret 'Atta-al-Wasta.
20 South : Parcel 1, Masha' Barret 'Atta and
Ka'ouriyeh.
West : Parcel 1, Masha' Barret 'Atta and
Ka'ouriyeh.

8. 250 dunums approximately.

9. —

10. —

11. —

12. —

13. —

- 30 14. We, Village Settlement Committee of Arab en Nufei'at, hereby take oath and swear that the particulars stated by us in the Memorandum of Claim are true and correct and that all information affecting the validity of our claim is truly set forth therein.

(Sgd.) ALI EL ABDALLAH.
„ ALI HASSAN ES-SAYYED.
„ FAHIM IBRAHIM EL HAJIBI.

Read over to signatories and sworn to and signed by them in my presence.

(Sgd.) M. ALHASSID.
Assistant Settlement Officer.

40

Date : 20.12.1936.
Area : Haifa.

Before the
Settlement
Officer,
Haifa.

15. We, the undersigned, hereby declare that to the best of our knowledge and belief the above statement is true and correct.

VILLAGE SETTLEMENT COMMITTEE EN NUFEI'AT.

(Sgd.) ABDALLAH EL HASSAN.

No. 5.
Case
No. 70/
Nufei'at
Memoran-
dum of
Claim
No. 432
20.12.36.

Date : 20.12.1936.

Place : Arab en Nufei'at.

Claim No. 432.

Case No. 70/Nuf.

<i>Block No.</i>	<i>P.P. No.</i>	<i>F.P. No.</i>	<i>Govt. Claim.</i>	<i>Jewish Claim.</i>	
10576	3		—	167	10
10576	4		—	168	
10576	5		—	169	
10576	6		—	170	
10576	7		—	171	
10576	10a		—	174	
—	—		—	—	
10584	1		—	333	20
10584	2		—	334	
10584	4a		—	336	
—	—		—	—	
10582	30c		—	321	

No. 6.
Case
No. 81/
Nufei'at
Memoran-
dum of
Claim
No. 443
20.12.36.

No. 6.

Case No. 81/Nufei'at,

MEMORANDUM OF CLAIM, No. 443.

Sub-District : Haifa.

Village : Hadera-Nufei'at.

Reg. Block : Name.....No. 10580/1&c.

Prov. Parcel No. : 10580/1. 1c, 1e, 2, 3, 4,
5, 6, 7, 8, 9, 10, 11, 12.

10571/1, 2, 3, 4, 5, 6, 11c, 13a, 14b, 16, 17,
17b, 18, 19, 20, 21, 22b, 23b.

10572/8a.

10570/52a, 53b.

10572/1b, 3e.

30

- Village Settlement Committee of Arab en Nufei'at on their own behalf and on behalf of all members of Arab en Nufei'at whose names are mentioned in the Schedule appended to Memorandum of Claim No. 361. Arab en Nufei'at. In whole and equal shares

2. Miri.
 3. Ownership.
 4. By inheritance and old possession for a period exceeding the prescriptive period.
 5. Not registered.
 6. ———
 7. Cultivable. North : Lands of Hefzi Bah.
 East : Block 10571 : Mawqa' Es Safra & Insikh.
 South : Blocks 10571, 10572 : Mawqa' es Safrawal-Sibh & Mawqa' EL-'Urf.
 West : Block 19570 : Barret el Hawakir el-Gharbieh.
 8. 600 dunums approximately.
 9. ———
 10. ———
 11. ———
 12. ———
 13. ———
 14. We, Village Settlement Committee of Arab en-Nufei'at hereby take oath and swear that the particulars stated by us in the Memorandum of Claim are true and correct and that all information affecting the validity of our claim is truly set forth therein.

Before the
Settlement
Officer,
Haifa.

No. 6.
Case
No. 81
Nufei'at
Memoran-
dum of
Claim
No. 443
20.12.36.

(Sgd.) ALI EL-ABDALLAH.
 „ ALI HASSAN ES-SAYYED.
 „ FAHIM IBRAHIM EL-HAJIBI.

Read over to signatories and sworn to and signed by them in my presence.

(Sgd.) M. ALHASSID,
Assistant Settlement Officer.

Date : 20.12.1936.

30 rea : Haifa.

15. We, the undersigned, hereby declare that to the best of our knowledge and belief the above statement is true and correct.

VILLAGE SETTLEMENT COMMITTEE OF ARAB EN NUFEI'AT

(Sgd.) ABDALLAH EL HASSAN.
 „ DEEB TANTAWI.

Date : 20.12.1936.

Before the
Settlement
Officer,
Haifa.

No. 6.

Case
No. 81/
Nufei'at
Memoran-
dum of
Claim
No. 443
20.12.36

Claim No. 443.

Case No. 81/Nuf.

<i>Block No.</i>	<i>P.P. No.</i>	<i>F.P. No.</i>	<i>Govt. Claim No.</i>	<i>Jewish Claim. No.</i>	
10580	1		—	265	
10580	1c		—	265	
10580	1e		—	265	
10580	2		—	266	
10580	3		—	267	
10580	4		—	268	10
10580	5		—	269	
10580	6		—	270	
10580	7		—	271	
10580	8		—	272	
10580	9		—	273	
10580	10		—	274	
10580	11		—	275	
10580	12		—	276	
—	—		—	—	
10571	1		—	56	20
10571	2		—	57	
10571	3		—	58	
10571	4		—	59	
10571	5		—	60	
10571	6		—	61	
10571	11c		—	66	
10571	13a		—	68	
10571	14b		—	69	
10571	16		—	71	
10571	17		—	72	30
10571	17b		—	72	
10571	18		—	73	
10571	19		—	74	
10571	20		—	75	
10571	21		—	56	
10571	22b		—	76	
10571	23b		—	77	
—	—		—	—	
10572	8a		—	91	
—	—		—	—	40
10570	52a		—	53	
10570	53a		—	54	
—	—		—	—	
10572	1b		—	88	
10572	3e		—	83	

No. 7.

Case No. 82/Nufei'at.

Before the
Settlement
Officer,
Haifa.

MEMORANDUM OF CLAIM, No. 444.

Sub-District : Haifa.
Village : Hadera-Nufei'at.

Reg. Block : Name No. 10581/2 etc.
Prov. Parcel No. : 2, 3, 4, 5, 6, 7, 8, 9,
10, 11, 12, 13, 14, 15, 16, 16a, 17. 10570/34a,
35a, 36a, 37b, 38b, 39a, 13r, 1d, 2a, 1f,
2c, 3a.

No. 7.
Case
No. 82/
Nufei'at
Memoran-
dum of
Claim
No. 444
20.12.36.

- 10 1. Village Settlement Committee of Arab en-Nufei'at, on their own behalf and on behalf of all members of Arab Infi'at whose names are shown in the Schedule appended to Memorandum of Claim No. 361. Arab en Nufei'at. In whole and the shares equal.
2. Miri.
3. Ownership.
4. By inheritance and old possession for a period exceeding the prescriptive period.
5. Not registered.
6. —
- 20 7. Cultivable land. North : Block 10670 : Barret el Hawakir el-Gharbieh.
East : Block 10572 and Parcels 2, 3, 4, 5, 6 :
Mauqa' el 'Urf and Husein el
Ukasheh, Ali Abdallah Marzuq,
Eucalyptus trees, Sa'ad Abu
Tamam and Muhammad el-Muhallab.
South : Block 10573 : Barret el Sarakhiya.
West : Parcel 7—Masha' Shatt-el-Bahr.
8. 500 dunums approximately.
9. —
- 30 10. —
11. —
12. —
13. —
14. We, the Village Settlement Committee of Arab en Nufei'at hereby take oath and swear that the particulars stated by us in the Memorandum of Claim are true and correct and that all information affecting the validity of our claim is truly set forth therein.

(Sgd.) ALI EL ABDALLAH.
,, ALI HASSAN ES-SAYYED.
,, FAHIM IBRAHIM EL HAJIBI.

40

Read over to signatories and sworn to and signed by them in my presence.

(Sgd.) M. ALHASSID.
Assistant Settlement Officer.

Date : 20.12.1936.
Area : Haifa.

Before the
Settlement
Officer,
Haifa.

No. 8.
Case
No. 82/
Nufei'at
Memoran-
dum of
Claim
No. 444
20.12.36.

15. We, the undersigned, hereby declare that to the best of our knowledge and belief the above statement is true and correct.

VILLAGE SETTLEMENT COMMITTEE OF NUFEI'AT.

(Sgd.) ABDALLAH EL HASSAN.
DEEB TANTAWI.

Date : 20.12.1936.

Place : Arab en Nufei'at.

Claim No. 444.

Case No. 82/Nuf.

<i>Block No.</i>	<i>P.P. No.</i>	<i>F.P. No.</i>	<i>Govt. Claim No.</i>	<i>Jewish Claim No.</i>	
10581	2		—	277	
10581	3		—	278	
10581	4		—	279	
10581	5		—	280	
10581	6		—	281	
10581	7		—	282	
10581	9		—	284	
10581	10		—	285	
10581	11		—	286	20
10581	12		—	287	
10581	13		—	288	
10581	14		—	289	
10581	15		—	290	
10581	16 + 16a		—	291	
10581	17		—	292	
10570	34a		—	35	
10570	35a		—	36	
10570	36a		—	37	
10570	37b		—	39	
10570	38b		—	41	30
10570	39a		—	22	
10572	13r		—	95	
10572	1d		—	88	
10572	2a		—	82	
10572	1f		—	88	
10573	2c		—	124	
10573	3a		—	103	

No. 8.

Case No. 85/Nufei'at.

Before the
Settlement
Officer,
Haifa.

MEMORANDUM OF CLAIM, No. 447.

Sub-District : Haifa.

Reg. Block : Name.....No. 10572/13q.

Village : Hadera-Nufei'at.

Prov. Parcel No. : 13q.

No. 8.
Case
No. 85/
Nufei'at
Memoran-
dum of
Claim
No. 447
20.12.36.

1. Village Settlement Committee of Arab en Nufei'at, on their own behalf and on behalf of all members of the Arab en-Nufei'at, whose names are shown in the Schedule appended to Memorandum of Claim No. 361. In full—equal shares.
- 10 2. Miri.
3. Ownership.
4. By inheritance and old possession for a period exceeding the prescriptive period.
5. Not registered.
6. —
7. Planted eucalyptus before 1331.
North : Parcel 3, Ali Abdullah Marzuq.
East : Block 10582, Sa'd Saqr Suleiman.
South : Parcel 5, sa'd Abu Tamam.
West : Parcel 1, Masha' Barret el 'Urf.
- 20 8. 6 dunums approximately.
9. —
10. —
11. —
12. —
13. —
14. We, the Village Settlement Committee of Arab en Nufei'at, hereby take oath and swear that the particulars stated by us in the Memorandum of Claim are true and correct and that all information affecting the validity of our claim is truly set forth therein.

30

(Sgd.) ALI EL ABDALLAH.
 „ ALI HASSAN ES SAYYED.
 „ FAHIM IBRAHIM EL HAJIBI.

Read over to signatories and sworn to and signed by them in my presence.

(Sgd.) M. ALHASSID,
Assistant Settlement Officer.

Date : 20.12.1936.

Area : Haifa.

Before the
settlement
Officer,
Haifa.

No. 8.
Case
No. 85/
Nufei'at
Memoran-
dum of
Claim
No. 447
20.12.36.

15. We, the undersigned, hereby declare that to the best of our knowledge and belief the above statement is true and correct.

VILLAGE SETTLEMENT COMMITTEE OF ARAB EN NUFEI'AT.

(Sgd.) ABDALLAH EL HASSAN.
” ?

Date : 20.12.1936.

Place : Arab en Nufei'at.

Claim No. 447.

Case No. 85/Nuf.

<i>Block No.</i>	<i>P.P. No.</i>	<i>F.P. No.</i>	<i>Govt. Claim.</i>	<i>Jewish Claim.</i>	
10572	13q		—	95	10

No. 9.
Case
No. 90/
Nufei'at
Memoran-
dum of
Claim
No. 452
20.12.36.

No. 9.

Case No. 90/Nufei'at.

MEMORANDUM OF CLAIM No. 452.

Sub-District : Haifa.

Reg. Block : Name No. 10582/3 etc.

Village : Hadera-Nufei'at.

Prov. Parcel No. : 3, 4, 5, 6, 7, 8, 9, 10,
11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21,
22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 23c,
24.

1. Village Settlement Committee of Arab en Nufei'at, on their behalf 20
and on behalf of all members of Arabs Inf'at whose names are shown
in the schedule appended to Memorandum of Claim No. 361. Arab
en Nufei'at. In whole and the shares equal.
2. Miri.
3. Ownership.
4. By inheritance and old possession for a period exceeding the
prescriptive period.

5. Not registered.
6. ———
7. Grazing land, camping place, places for wood-cutting and cultivable.
 North : Block 10573 ; Masha' Barret es Sarakhiya.
 East : Road and Block 10583 ; Road and Bayaret el Malisah.
 South : Block 10576 : Masha' Barret 'Ata and Ka'ouriyeh.
 West : Parcel 1 : Raml Masha' Barret el Malissa.
8. 450 dunums approximately.
9. ———
- 10 10. ———
11. ———
12. ———
13. ———
14. We, the village settlement committee of Arab en Nufei'at, hereby take oath and swear that the particulars stated by us in the Memorandum of Claim are true and correct and that all information affecting the validity of our claim are truly set forth therein.

Before the
Settlement
Officer,
Haifa.

No. 9.
Case
No. 90
Nufei'at
Memoran-
dum of
Claim
No. 452
20.12.36.

(Sgd.) ALI EL ABDALLA.
 ,, FAHIM IBRAHIM EL HAJIBI.
 ,, ALI HASSAN ES SAYYED.

20

Read over to signatories and sworn to and signed by them in my presence.

(Sgd.) M. ALHASSID,
Assistant Settlement Officer.

Date : 20.12.1936.

Area : Haifa.

15. We, the undersigned, hereby declare that to the best of our knowledge and belief the above statement is true and correct.

VILLAGE SETTLEMENT COMMITTEE NUFEIAT.

(Sgd.) ABDALLAH EL HASSAN,
 ,, ?

30

Date : 20.12.1936.

Place : Arab en Nufei'at.

Before the
Settlement
Officer,
Haifa.

Claim No. 452.

No. 9.

Case

No. 90/

Nufei'at

Memoran-

dum of

Claim

No. 452

20.12.36

<i>Block No.</i>	<i>P.P. No.</i>	<i>F.P. No.</i>	<i>Govt. Claim.</i>	<i>Jews' Claim.</i>
10582	3		—	294
10582	4		—	295
10582	5		—	296
10582	6		—	297
10582	7		—	298
10582	8		—	299
10582	9		—	300
10582	10		—	301
10582	11		—	302
10582	12		—	303
10582	13		—	304
10582	14		—	305
10582	15		—	306
10582	16		—	307
10582	17		—	308
10582	18		—	309
10582	19		—	310
10582	20		—	311
10582	21		—	312
10582	22		—	313
10582	23		—	324
10582	24		—	315
10582	25		—	316
10582	26		—	317
10582	27		—	318
10582	28		—	319
10582	29		—	320
10582	30		—	321
10582	31		—	296
—	—		—	—
10573	23c		—	123
10573	24		—	105
—	—		—	—

10

20

30

No. 10.

Case No. 91/Nufei'at.

Before the
Settlement
Officer,
Haifa.

MEMORANDUM OF CLAIM, No. 453.

Sub-District : Haifa. Reg. Block : Name.....No. 10573.

Village : Hadera-Nufei'at. Prov. Parcel No. : 25c.

No. 10.
Case
No. 91/
Nufei'at
Memoran-
dum of
Claim
No. 453
25.11.36.

1. The Village Settlement Committee of Arab en Nufei'at on their behalf and on behalf of all Arabs en Nufei'at.
Interest or share claimed :—In whole.
2. Miri Matroukeh.
- 10 3. Public Road for 'Arab en Nufei'at.
4. Public Road for 'Arab en Nufei'at.
5. Not registered.
6. ———
7. Public Road. North : From the East Parcel No. 2, and
East : from North as shown in the plan.
South :
West :
8. As in plan.
9. ———
- 20 10. ———
11. ———
12. ———
13. ———
14. We, the Village Settlement Committee of Arab en Nufei'at, hereby take oath and swear that the particulars stated by us in the Memorandum of Claim are true and correct and that all information affecting the validity of our claim is truly set forth therein.

(Sgd.) ALI EL ABDALLAH.
 „ FAHIM IBRAHIM EL-HAJIBI.
 30 „ ALI HASSAN ES-SAYYED.

Read over to signatories and sworn to and signed by them in my presence.

(Sgd.) M. ALHASSID,
Assistant Settlement Officer.

Date 25.11.1936.

Area : Haifa.

Before the
Settlement
Officer,
Haifa.

No. 10.
Case
No. 91/
Nufei'at
Memoran-
dum of
Claim
No. 453
25.11.36.

15. We, the undersigned, hereby declare that to the best of our knowledge and belief the above statement is true and correct.

MEMBERS OF VILLAGE SETTLEMENT COMMITTEE
OF ARAB EN NUFEI'AT.

Date : 25.11.1936.

Place : Arab en Nufei'at.

Claim No. 453.

Case No. 91/Nuf.

Block No.	P.P. No.	F.P. No.	Govt. Claim.	Jewish. Claim.	
10573	25c		—	105	10

No. 11.
Case
No. 101/
Nufei'at
Memoran-
dum of
Claim
No. 463
20.12.36.

No. 11.

Case No. 101/Nufei'at.

MEMORANDUM OF CLAIM, No. 463.

Sub-District : Haifa. Reg. Block : Name.....No. 10583/8. &c.
Village : Hadera-Nufei'at. Prov. Parcel No. : 8+9f+111+14a+15
+16.

1. Village Settlement Committee of Arab en- Arab en In whole.
Nufei'at on their own behalf and on behalf of Nufei'at. And
all members of Arab en Nufei'at whose names equal
appear on the Schedule attached. shares. 20
2. Miri.
3. Ownership.
4. By inheritance and possession for a period exceeding the prescriptive
period.
5. Not registered.
6. —
7. Arable land. North : Parcels 1, 8, 12, and Road, Grove and Abdel
Fattah Mas'ud and Road and Abdel Azbeh.
East : Block 10580 : Masha' Raml 'Atta near the
Birket.
South : Block 10585 : Masha' Barret 'Atta esh-Sharkieh.
West : Parcel 1 ; Grove. 30

8. 115 dunums approximately.
 9. ———
 10. ———
 11. ———
 12. ———
 13. ———
 14. We, the Village Settlement Committee of Arab en Nufei'at, hereby
 take oath and swear that the particulars stated by us in the
 Memorandum of Claim are true and correct and that all information
 affecting the validity of our claim is truly set forth therein.
- Before the
Settlement
Officer,
Haifa.
— —
No. 11.
Case
No. 101/
Nufei'at
Memoran-
dum of
Claim
No. 463
20.12.36.
- (Sgd.) ALI EL ABDALLAH.
 „ FAHIM IBRAHIM EL-HAJIBI.
 „ ALI HASSAN ES-SAYYED.

Read over to signatories and sworn to and signed by them in my
 presence.

(Sgd.) M. ALHASSID,
Assistant Settlement Officer.

Date : 20.12.1936.

Area : Haifa.

- 20 15. We, the undersigned, hereby declare that to the best of our knowledge
 and belief the above statement is true and correct.

VILLAGE SETTLEMENT COMMITTEE NUFEI'AT.

(Sgd.) ABDALLAH EL JIZZ.
 „ ?

Date : 20.12.1936.

Place : Arab-en-Nufei'at.

Claim No. 463.

Case No. 101/Nuf.

	<i>Block No.</i>	<i>P.P. No.</i>	<i>F.P. No.</i>	<i>Govt. Claim.</i>	<i>Jews' Claim.</i>
30	10583	8		—	324
	10583	8f.		—	325
	10583	111		—	327
	10583	14a		—	330
	10583	15		—	331
	10583	16		—	332

Before the
Settlement
Officer,
Haifa.

No. 12.
Case No. 108 Nufei'at.

MEMORANDUM OF CLAIM, No. 470.

No. 12.
Case
No. 108/
Nufei'at
Memoran-
dum of
Claim
No. 470
20.12.36.

Sub-District : Haifa. Reg. Block : Name No. 10584.
Village : Hadera-Nufei'at. Prov. Parcel No. : 1b+2b+3+4+5+6+7
+8+9+10+11+12+1a+4f+4e+3a+4a
+5a+6a+8a.

1. Village Settlement Committee, Arab en Arab en In whole,
Nufei'at, on their own behalf and on behalf Nufei'at. and in
of all members of the Arab en-Nufei'at whose equal 10
names are mentioned in the schedule
appended to Memorandum of Claim No. 361.
2. Miri.
3. Ownership.
4. By inheritance and old possession for a period exceeding the
prescriptive period.
5. Not registered.
6. —
7. Cultivable and wood-cutting. North: Block 10583: Groves of Malissa.
East : Block 10585: Masha' Barret
Ata Sharkieh. 20
South : Block 10579: Masha' Barret
Ata near Abu Zaboura.
West : Block 10576: Masha' Barret
Ata and Ka'ouriye.
8. 550 dunums approximately.
9. —
10. —
11. —
12. —
13. — 30
14. We, Village Settlement Committee of Arab en Nufei'at, hereby take
oath and swear that the particulars stated by us in the Memorandum
of Claim are true and correct and that all information affecting the
validity of our claim is truly set forth therein.

(Sgd.) ALI EL ABDALLA.
FAHIM IBRAHIM EL-HAJIBI.
ALI HASSAN ES-SAYYED.

Read over to signatories and sworn to and signed by them in my
presence.

(Sgd.) M. ALHASSID,
Assistant Settlement Officer.

Date : 20.12.1936.
Area : Haifa.

15. We, the undersigned hereby declare that to the best of our knowledge and belief the above statement is true and correct.

Before the
Settlement
Officer,
Haifa.

VILLAGE SETTLEMENT COMMITTEE ARAB EN NUFEI'AT.

(Sgd.) ABDALLA EL—?
„ DEEB TANTAWI.

Date : 20.12.1936.

Place : Arab en Nufei'at.

No. 12.
Case
No. 108/
Nufei'at
Memoran-
dum of
Claim
No. 470
20.12.36.

Claim No. 470.

Case 108/Nuf.

	<i>Block No.</i>	<i>P.P. No.</i>	<i>F.P. No.</i>	<i>Govt. Claim.</i>	<i>Jews' Claim.</i>
10	10584	1b		—	333
	10584	2b		—	334
	10584	3		—	335
	10584	4		—	336
	10584	5		—	337
	10584	6		—	338
	10584	7		—	339
	10584	8		—	340
	10584	9		—	341
20	10584	10		—	342
	10584	11		—	343
	10584	12		—	333
	—	—		—	—
	—	—		—	—
	10585	1a		—	347
	10585	4f		—	349
	10585	4e		360	349
	10579	3a		—	236
	10579	4a		—	237
	10579	5a		—	238
	10579	6a		—	239
30	10579	8a		—	241

Before the
Settlement
Officer,
Haifa.

No. 13.

Case No. 110/Nufei'at.

MEMORANDUM OF CLAIM, No. 472.

No. 13.
Case
No. 110/
Nufei'at
Memoran-
dum of
Claim
No. 472
20.12.36.

Sub-District : Haifa.

Reg. Block : Name.....No. 10585/1 &c.

Village : Hadera Nufei'at.

Prov. Parcel No.: 1+2+3+4+4d+16b+
6a+12a+9b.

1. The Village Settlement Committee of Arab en Nufei'at on their behalf and on behalf of Arab en Nufei'at. In whole and in equal shares. 10
all Members of the Arab en Nufei'at whose names are mentioned in the Schedule appended to Memorandum of Claim No. 361.
2. Miri.
3. Ownership.
4. By inheritance and old possession for a period exceeding the prescriptive period.
5. Not registered.
6. —
7. Cultivable. North : Block 10583 : Masha' Mawqa' el Malisa el Junibuei.
East : Block 10577 : Masha' Raml Atta near the 20 Birket.
South : Parcel 1 : Masha' Raml Barret 'Atta esh-Sharkieh.
West : Block 10584 : Masha' Barret 'Atta el Wasta.
8. 750 dunums approximately.
9. —
10. —
11. —
12. —
13. —
14. We, the Village Settlement Committee of Arab en Nufei'at, hereby 30
take oath and swear that the particulars stated by us in the
Memorandum of Claim are true and correct and that all information
affecting the validity of our claim is truly set forth therein.

(Sgd.) ALI EL ABDALLAH.
" FAHIM IBRAHIM EL-HAJIBI.
" ALI HASSAN ES-SAYYED.

Read over to signatories and sworn to and signed by them in my
presence.

(Sgd.) M. ALHASSID,
Assistant Settlement Officer. 40

Date : 20.12.1936.
Area : Haifa.

15. We, the undersigned, hereby declare that to the best of our knowledge and belief the above statement is true and correct.

VILLAGE SETTLEMENT COMMITTEE NUFEI'AT.

(Sgd.) ABDALLAH ?

„ ?

Date : 20.12.1936.

Place : Arab en Nufei'at.

Before the
Settlement
Officer,
Haifa.

No. 13.
Case
No. 110/
Nufei'at
Memoran-
dum of
Claim
No. 472
20.12.36.

Claim No. 472.

	<i>Block No.</i>	<i>P.P. No.</i>	<i>F.P. No.</i>	<i>Govt. Claim.</i>	<i>Jews' Claim.</i>
10	10585	1		—	347
	10585	2		—	348
	10585	3		—	347
	10585	4		—	349
	10585	4d		360	349
	—	—		—	—
	10584	16b		—	333
	10584	6a		—	338
	10584	12a		—	333
20	10584	9b		—	341
<i>Case 110/Nuf.</i>					
	10583	8a		—	324
	10583	9g		—	325
	10583	11m		—	327
	10583	15a		—	331
	10583	16a		—	332
	10583	17a		—	325
	—	—		—	—
	10575	1c		—	153
	—	—		—	—
30	10577	2a		—	186
	10577	24a		—	185

No. 14.

No. 14.

Before the
Settlement
Officer,
Haifa.

Case No. 12/Nufei'at.

BEFORE THE SETTLEMENT OFFICER,
HAIFA SETTLEMENT AREA.

Settlement
Area, Case
No. 12/
Nufei'at
2.1.40.

<i>Cl. No.</i>	<i>P.P. No.</i>	<i>Plaintiff :—</i>	<i>Share.</i>
374	10572/1c	The Village Settlement Committee	In whole
	„ /2b	of 'Arab en Nufei'at lands.	
	„ /3a		
	„ /5		
	„ /6		
	10570/53b		10
	10580/1d		
	„ /11a		
<i>Defendants :—</i>			
88 (In Case No. 2/Nufei'at)	10572/1c	1. The Government of Palestine	In whole
88 (In Case No. 2/Nufei'at)	„ /5		
265	10580/1d		20
82	10572/2b	2. Alexander Aharonson ...	In whole
83	„ /3a	3. Rahel Goldberg ...	4
		4. Shemuel Goldberg ...	3
		5. Hanna Tolkovski ...	3
		6. Yehudith Klibanoff ...	3
		7. Shulamith Hochfeld ...	3
			16
89	10572/6	8. The heirs of Mikhael Nasatosin	In whole
54	10570/53b	9. Wilhelm Zeev Bruenn ...	do. 30
275	10580/11a	10. Hadera Founders Association Ltd.	do.

Hadera, 2nd January, 1940.

Parties : present : ANAS EFF. representing plaintiffs.

Mr. J. KAISERMAN, representing defendants 2-10 incl.

Plaintiffs'
Evidence.
Muhammad
Musa Abu
Tamam
2.1.40.

Plaintiffs' Evidence—Muhammad Musa Abu Tamam.

1st Witness—On oath : MUHAMMAD MUSA ABU TAMAM. Aged 40-45.
Living at Arab en Nufei'at. Labourer. I know the Safra locality and
used to cultivate there the plot of land I inherited from my father about
13 years ago. It was cultivated by me one year after the prevention order. 40

As far as I remember my father cultivated there but I do not know how long. Perhaps more than twenty to thirty years. No one objected to our cultivation. The parcel belongs to our family and it was cultivated by us in masha, and the land belongs to the Arabs and should be registered in their names. My father cultivated the land for 20 to 25 years before me. I saw him. No one else cultivated the land, certainly no Jews.

No. 14.

Before the
Settlement
Officer,
Haifa.

Examined by Mr. KAISERMAN :—I do not know the area we cultivated. About 40 dunums perhaps. Some years I cultivated myself, some years I could not afford to do so, and other people did so. I cultivated the land for one year only—the year after the prevention. I have two brothers, one is in Infiat and one is in prison for 15 years. I cannot remember if my father always cultivated the land. The land is out of the masha' and my father put his hand on it. Sometimes my brother helped me in cultivating the land. Before my father died I worked in Hadera as driver. I worked for Rutman for four to five years at odd times. It may be eight years but I cannot remember, and was paid weekly 600 Mils. My father is from the Arab en Nufei'at and not from the Ghaname near Zichron. Part of the land is grazing land. My father had a pair of ploughing animals. I cannot say how many people belong to the Arab en Nufei'at. Today I have no work.

Plaintiffs'
Evidence.
Muhammad
Musa Abu
Tamam
2.1.40—
continued.

Examined by S.O. :—I cultivated the land immediately after the death of my father and then the prevention order was issued—the animals used belonged to my father.

Re-examined by ANAS EFF. :—The boundaries of the land we cultivated was : E.—Ali Abdulla, N.—Road, S.—Masha', W.—Said Abu Tamam. The crops were barley, wheat, water melons and tomatoes.

Plaintiffs' Evidence—Said Ahmad Abu Tamam.

Said
Ahmad Abu
Tamam
2.1.40.

2nd Witness—On oath. SAID AHMAD ABU TAMAM. Aged 50. Living at Arab en Nufei'at. Cultivator. I was born in the Arab en Nufei'at and know the Safra locality, and cultivated in the locality about 35–40 dunums with barley, melons and beans. The land belongs to the Arabs en Nufei'at in masha'. It was cultivated by me for 20 to 25 years and before me by my father. I paid taxes, tithes. I know Mohammad Abu Tamam : he cultivated land to the East. The father of Mohammad cultivated many years, perhaps ten to fifteen years. My land is bounded as follows :—E.—Mohammad Abu Tamam, W.—Said es Saghir, N.—Road and land of Fuqara, S.—Land of Abit and Dhahr. I have no objection if the land is registered in the name of the Arab en Nufei'at as it is masha'. No one ever objected to our possession. No one outside the Arab en Nufei'at ever cultivated the land. So far as I know Abu Mohammad never gave any part of the crops as rent, nor did I. My cultivation extended over 20–25 years before the prevention order.

Examined by Mr. KAISERMAN :—I have a younger brother alive. We have land in the mafrouz, and also another parcel in the masha' east of

No. 14. the Tleil. My father left both parcels to me. Now I say he left the parcels to my elder brother as well; he died about four years ago and was a cultivator. My brother worked for Hankin, and I also worked in Hadera, during the cultivating season I worked the land. At other times as a labourer and contractor for zif-zif. Hassan Saiyid was Mukhtar and Sheikh of the Arab en Nufei'at for many years—he was a respected man. Plaintiffs' Ali Abdulla was Mukhtar but not Sheikh. The Mukhtar never took from Evidence. us cash or crops for any purpose. Mohammad is my cousin, he cultivated Said for five or six years after his father's death and saw him doing so. He Ahmad Abu never cultivated the land after the death of his father. There are about 10 Tamam 6-700 persons in the Arab en Nufei'at—five or six families. All the Safra 2.1.40— locality is capable of cultivation. There is no grazing. continued.

*Examined by S.O. :—*All the land is cultivable and was cultivated by us. I have a share in the masha', no land, only a share. I have two shares. I do not know how many shares there are in all. If we do not cultivate our holding equal to a share it remains fallow. If we leave the land another person would use it, without paying us anything for it. My area may be equal to two or three or four shares. It has never occurred that we wanted to camp and cultivate at the same time. Before the war it was paid in cash and during and after the war in kind, took the crops off the threshing 20 floors and paid in Haifa. A collector named Sirhan called and collected the tithes in cash, each paid individually and I obtained receipts; they are with Mahmud el Madi. I paid about 20 to 30 piastres on the winter crops. I paid from $1\frac{1}{2}$ to $2\frac{1}{2}$ years in the years when the collector was lenient. I paid as much as £P.2 to £P.3 on vegetables. I cannot remember how many nuuk on the cereals.

*Re-examined by ANAS EFF. :—*I know of other systems of masha' in Zeita and 'Attil, but not the details of the system. The masha' was never parcellated by the Arabs.

Ali Abdalla
Abed el
Marzuq
2.1.40.

Ali Abdalla Abed el Marzuq.

30

3rd Witness for Defendant : 'ALI 'ABDALLA ABED EL MARZUQ. Aged 55 years. Living at Arab en Nufei'at. Cultivator. I always lived in Arab en Nufei'at and cultivated there. E.—Awad es Sakkar, W.—Said el Sakka, N. and S.—Ali Abdulla. The land is masha' of the Arab en Nufei'at, and for 40 years I cultivated the land: it is about 5 keils and was opened by me. No taxes or tithes were paid by me. I have no objection if the land is registered in the name of the Arabs. It is cultivated now by me.

*Examined by Mr. KAISERMAN :—*The land of Muhammad is to the North, and his father cultivated the land until he died 12 years ago. I know Said 40 Abu Tamam, the fathers of Muhammad and Said were brothers and their land is adjoining each other's. Both brothers died around the same time, a year or so between them. No one paid any tithe for the masha' land, only on the mafruz. The tithe was collected on the ground. Hassan es Saiyid

was our Mukhtar, then Nimer, then Ali Abdulla. I never paid anything to Hassan es Saiyid, or to Ahmad Bey of Caesaria.

*Examined by S.O. :—*My land is to the South of Muhammad and Said. Their fathers were already cultivating the land. They are from the 'Arabs and not villagers.

*Re-examined by ANAS EFF. :—*No one pays tithe on masha' land, we did not pay.

Before the
Settlement
Officer,
Haifa.

Plaintiffs'
Evidence.
Ali Abdalla
Abed el
Marzuq—
2.1.40
continued.

Plaintiffs' Evidence—Saad es Salkar.

4th Witness for Plaintiff. On oath. SAAD ES SALKAR—aged about
10 50–55 years : of Arab en Nufei'at. Cultivator. I am from the Arab en
Nufei'at and know the Safra locality and grew potatoes, melons and beans
there. E.—Ridge and Said Abu Tammam, W.—White Sand, N.—Ard
el Fuqara ; S.—Ali Abdulla. For 20–25 years I have cultivated the land,
it belongs to the Arab en Nufei'at and have no objection if it is registered
in the name of the Arabs. Ali Abed cultivated land to the east of mine,
many years as long as I remember so did Muhammad Musa, he did so for
a year or two after the death of his father who cultivated the land himself
for more than 20 years. Saad Abu Tammam cultivated the same as
Muhammad. I used from six to eight keils to sow my land. Tithes were
20 paid by me, no other charges.

Saad es
Salkar
2.1.40.

*Examined by Mr. KAISERMAN :—*We are from the Arab en Nufei'at but
I cannot say how many we are, no one has ever joined us. Hassan es
Saiyid was Mukhtar and Sheikh, then Nimer his son, then Ali 'Abdulla was
Mukhtar. Sometimes the Mukhtar was present at our discussions when
we divided the land. Ahmad and Mustafa Bey often came to us from
Caesaria to collect debts and taxes. I have ploughing owners and need
four to plough my share in the masha'. I cannot say how many cattle
Musa had. Saad had 4, 'Ali had 4. I have no idea how many tents there
are in the Arab. I cannot remember how much tax I paid, perhaps
30 4–5–10 pounds, and have receipts.

*Examined by S.O. :—*The land was opened before I went into possession,
by whom I do not know. There is some land that is sandy and
uncultivable. For 20 years or so I cultivated the land before the
prevention order, alternate years. Some years my neighbours change,
sometimes they retain the same holdings, but I cannot say who exchanged.
The Arabs used to camp on my land. Any person who had animals could
plough the masha', and as much as he could work within his resources.
There was no allotment, when I am dead my land will go to the Arabs
and my children, as Arabs will enjoy some benefit. I know of no instance
40 where persons inherit land in the masha'.

ANAS EFF. :—Mauq el Hawakit is a locality distant from Safra : it is
to the West and adjoins it.

No. 14.

Plaintiffs' Evidence—Abd el Fattah Musa Abu Tamam.

Before the
Settlement
Officer,
Haifa.

Plaintiffs'
Evidence.
Abd el
Fattah
Musa Abu
Tamam
2.1.40.

5th Witness for the Plaintiff: ABD EL FATTAH MUSA ABU TAMAM. Aged 48. Living at Arab en Nufei'at; cultivator; brother of witness No. 1. I know the Safra locality:—Masha'—and used to cultivate the land jointly with my brother with vegetables and cereals. Before us my father cultivated the land all his life. I do not know how big the land is, about 5–7 keils, it belongs to the Arabs. Saad used to cultivate and his father before him. He was 75 when he died and I believe always cultivated the land. Saad cultivated for 3 to 5 years. Ali has cultivated for all his life. Saad es Sakkar cultivated for more than 25 years.

10

Examined by Mr. KAISERMAN:—My family comes from the Arab en Nufei'at. I have 5 oxen. The Mukhtar is reputed to have the greatest number of cattle. Witness says he now has only two horses. The five oxen were the property of my father, brother and myself. For many years I worked in Hadera as a monthly labourer.

Examined by S.O.:—I cultivated the land for two or three years after my father died, then the prevention order came along. There is some of the land incapable of cultivation, it is hilly, a ridge, and is not our land. I do not remember ever seeing anyone else using the land, though they could do so if they wished. We came into possession of the land by inheritance from our father. It is our custom to inherit our father's holdings. Safra locality is not one of the best of the masha, it is medium. It is a bit sandy, and light and when the Birket was undrained it was malarious. We used to camp about 20–30 metres west of the Birket.

ANAS EFF. :—This closes our case so far as concerns cultivation.

Mr. KAISERMAN :—I ask for this case to be consolidated with Cases Nos. 25, 27, 67, 68, 70, 73, 75, 76, 81, 82, 85, 90, 91, 101, 108 and 110, for the defence.

S.O. RULING :—Agreed.

Hadera, 2.1.40.

(Initialled) C.K.

30

Hadera, 8th January, 1940.

Present :—OSMAN BUSHNAQ and ANAS EFF. KHAMRA, representing the plaintiffs.

Mr. J. KAISERMAN, representing the defendants 2–10.

Plaintiffs' Evidence—Suleiman Daoud Abu Tamam.

Suleiman
Daoud Abu
Tamam
8.1.40.

6th Witness for Plaintiff. On oath. SULEIMAN DAOUD ABU TAMAM. Aged 37: living at Arab en Nufei'at; cultivator and Member of the V.S.C. of Nufei'at :—I have lived in the Arab en Nufei'at since my birth and know the masha' lands: the boundaries are :—E.—Cultivable land; 40 S.—Abu Samara; W.—Government Sand Dunes; N.—Government

sand dunes and Birket Safra. The Arabs have proprietary rights in the land for hundreds of years. By Arab en Nufei'at I mean the tribe, and by masha' I understand the land to be for their general benefit, wood-cutting, grazing, camping and cultivating in parts. Only the Arab en Nufei'at have these rights over the land; a stranger to the tribe would be prevented from cultivating, but not from camping. The Arab en Nufei'at never camp on the lands of Arab Samara or Wadi Hawarith. We have also water holes for watering our cattle. Before 15-20 years the Arabs earnt their living by cultivation. The Arabs never go to other lands for grazing or woodcutting. No one of us knows what the shares are in the masha' and there was never any dispute between. As to cultivation each cultivated as much as he was able, and it was unnecessary for any person to know the amount and extent of his area. The mafruz lands were insufficient for them and the Arabs were obliged to cultivate parts of the masha'. So far as I know the Arabs have increased in numbers during the past fifty years, and the increase in population is the reason for going into the masha' for cultivation. The system of common masha' exists in Zeita and 'Attil, Qalamansuwa and El Taiyibe and Et Tira. No one has ever interfered with us until 1928; and we never paid any sums in taxes or other charges such as rent to the colonists of Hadera. We paid taxes, tithe, on the masha', to the Government and also animal tax. The Turkish Government took steps to safeguard the interests of the Arabs by setting aside for our use Birket 'Atta, Breikhtas, and white sand dunes and saris. The Turkish Government's idea was that the land belonged to us? We cultivated the masha' with melons, barley and beans. We leased no part of the land from any person, and we have never considered ourselves to be tenants. I saw persons cultivating the masha' and witness states names of persons, including Mahmud 'Atiya.

*Examined by Mr. KAISERMAN :—*All the masha' land was under our cultivation and possession. There is a large orange grove on the boundary of the masha', about 200 dunums, and it was planted by the Jews. Before the grove was established the land was cultivated by Haj Ali Abdulla as a mafruz parcel. We have today between 100-115 tents and number about 639 persons, that was two years ago, and the number includes everyone—they are the Arab en Nufei'at and are the shareholders in the masha': every person has an equal share. There are less than one hundred parcels cultivated in the masha'. All the mafruz is owned by Arab en Nufei'at, but not all the Arabs have mafruz parcels—some have in the masha', though every one has a share in the masha'. There are about 70 to 80 heads of families; and I cannot say how many cultivated in the masha'. Fahim has about 30-40 dunums in the masha' and has more than five parcels in the mafruz. Abd el Qader has a parcel in the masha', about 15 dunums, and has also one piece in the mafruz. Fahim has a wife and five children. Abd el Qader has a wife, no children yet. Fahim has inherited his mafruz from his father. Fahim's father was a fellah and cattle owner, in summer he used to graze the animals in Nufei'at, and employed ploughman to cultivate his land. I remember Hassan es Saiyid, he was

No. 14.

Before the
Settlement
Officer,
Haifa.Plaintiffs'
Evidence.
Suleiman
Daoud Abu
Tamam
S.I.40—
continued.

No. 14. our Mukhtar and an old man and honest. My father was a cultivator principally but did other work at times. I have one parcel in the mafruz and one in the masha' and a cave. My masha' parcels is about 20-22 dunums, my mafruz about 70-80 dunums, the latter from my father. I remember my father cultivating. The cave was used as a store for tibn and cattle. There are about 40-50 caves, they are all mafruz.

Plaintiffs' Evidence.
Suleiman Daoud Abu Tamam
8.1.40—
continued.

*Examined by S.O. :—*We would not permit strangers to cut wood, only to camp; we granted mafruz to those in distress. Nasir el Khouli, Ali Suleiman Mubarak, Ali es Said el Daleel, I cannot remember any more: there may be others. All these persons are old members of the tribe, 10 their fathers were members. I do not know where they cultivated before they went into the masha'. It is true that most of the mafruz holders have cultivated the masha', but human beings are greedy and seek as much land as they can obtain. The members of the tribe who do not cultivate are cattle breeders and also work as labourers with the Jews. The Turkish Government set aside these areas for a reason I know not. I am young and do not know the reason. Perhaps the Arabs needed them, to-day they do, as most of the grazing is there in the summer. Years ago it was still more necessary as the number of cattle were greater. Years ago there were more cattle, now there are more people. The latter began to decrease during 20 and after the war. I cannot say why the Arabs permitted the extension of the cultivation into the masha' and then reduced the area for grazing.

From my personal knowledge we used to take great care of cattle breeding, now we care more for cultivation. I know nothing about long cultivation from time immemorial, only cultivation for twenty three years.

Ali Hassan es Saiyid
8.1.40.

Plaintiffs' Evidence—Ali Hassan es Saiyid.

7th Witness. On oath. ALI HASSAN ES SAIYID. Aged 25-26 of Arabs en Nufei'at, Mukhtar and Member of V.S.C. :—I have lived in the Arab en Nufei'at since my birth and know the masha' lands to be bounded on the S.—Arab es Samara, W.—Sea, N.—Arab el Fuqara, 30 E.—Mafruz. The lands have belonged to the Arabs for many years, and has been used for camping, woodcutting, grazing, watering cattle, and for cultivation in parts. The masha' is held in equal shares, and has been so held for many years. There was never any need to partition the land. Strangers never camp on our land, nor do they cultivate or cut wood. We do not graze on other lands. Cultivation has been carried on in the masha' since time immemorial. The lands have never been leased by us from anyone, and no one has objected to our possession, and we never paid any monies to Hadera on behalf of the land. To the Government we paid tithes on the cultivated land in the masha'. All the receipts went to 40 Mahmud el Madi our advocate. The Colonists of Hadera never had possession of the land. I do not know the reason why the Turkish Government set aside part of the Birket Atta and Breikhtas. I cannot say if the system of Zeita and 'Attil is the same. Barley, wheat, melons, sometimes

beans. I cannot say whether the masha' or mafruz was first cultivated. The mafruz was cultivated first. No. 14.

Mr. KAISERMAN :—The Arab en Nufei'at now number about 800–1000 persons, about 90 tents, and about 90 heads of families. There are strangers with us now, not part of the 90 tents, from Wadi Hawarith, not cultivating with us ; they worked in Hadera, and have been here two or three years. In the masha' every person has an equal share, in the masha' I have a share like any other member : my holding is about 20 dunums in Birket 'Atta. Every person is free to cultivate as much as he likes, in Mulleisa about 20–23 dunums, in all about 40–43 dunums. There are 639 share owners. Witness states the names of about 29 persons cultivating in the masha'—there are 31 persons cultivating the masha', and there are many who do not cultivate. I have five mafruz parcels, all from my father, he was Mukhtar and he was on good neighbourly terms with Hadera. No one pays any money for nothing. I do not think it is possible that my father leased lands from the Jews for lands in the Arab en Nufei'at. My brother and I cultivated in 1924–28. My father died about 1924, either in the beginning or end, I cannot say. Nimer, my brother, was Mukhtar for seven years, until 1931, then Haj Ali Abdulla. There is no Jewish land within the mafruz, or masha', but between the two, an orange grove of 200 dunums ; the land used to be Haj Ali's. A person can sell the mafruz if he so wishes. I know nothing of the transaction. There is a grove of S. Gordon in the mafruz : it belonged to Haj 'Ali also. I know nothing of the transaction. Wheat can be cultivated on the masha' : we did so in Sarakhiya in 1924.

Before the
Settlement
Officer,
Haifa.

Plaintiffs
Evidence.
Ali Hassan
es Saiyid
8.1.40—
continued.

*Examined by S.O. :—*The masha' was first divided into shares at the request of the S.O., before that it was common land. The Arab en Nufei'at alone number about 800 souls, the greater number are cattle breeders, today there is a tendency to turn to cultivation. I cannot say now if there are more cattle breeders than cultivation or not. I cannot say if the Arabs were cattle breeders in the past or not. As to the eucalyptus, I heard that it was planted by the Health Department of the Turkish Government. I believe the statement to be true. The trees around Birket Sarakhiye were also planted by the Turkish Health Department. I know nothing about any ruins north of Birket Sarakhiye.

*Re-examined by ANAS EFF. :—*The schedule contains the names of no strangers. The strangers use our land with our permission.

Plaintiffs' Evidence—Fahim Ibrahim Eissa el Hajabi.

8th Witness for Plaintiff. On oath. FAHIM IBRAHIM EISSA EL HAJABI. Aged 40–41. Arab en Nufei'at : cultivator : member of V.S.C. of Arab en Nufei'at. I have lived in the Arab en Nufei'at since my birth. The masha' is bounded by E. Muftalah, S. Wadi Hawarith, W. Government

Fahim
Ibrahim
Eissa el
Hajabi
8.1.40.

No. 14. land, N. Ard el Fuqara. Some of the land was cultivated, used as camping sites, for grazing and woodcutting. The land was cultivated by the Arab en Nufei'at as owners by long possession, and it has never been in any one else's possession and was never leased to us by the colonists of Hadera. The Arabs never paid Khums to the colonists. The masha' was never partitioned and we only submitted a schedule to the Land Settlement. 10
 — Before the Settlement Officer, Haifa. The area is extensive and there was no necessity to divide the land or define the shares. The lands of Arab en Nufei'at are of two classes, the mafruz and the masha'. The mafruz was cultivated first, that is my impression. Sometimes persons camped on our land when they sought refuge from other villages, they obtained permission. The Arab Hawarith do not live on our lands and we do not live on other lands. We paid tithe on the cultivated land and the receipts are with Mahmud el Madi.
 Plaintiffs' Evidence. Fahim Ibrahim Eissa el Hajabi 8.1.40—
continued.

Mr. KAISERMAN :—There were no almond plantations in the masha' ; and no buildings north of the Sarakhiye and have never been any ruins or a well there. I have an idea that there are 700–800 persons in the Arab en Nufei'at. Two years ago we submitted a schedule containing 639 names. The new number is 800. [Increase of 160 in ten years.] Today the 'Arab en Nufei'at are labourers, workmen, cultivators, shepherds. Today there are several away from the tribe. In the past a greater number 20 cultivated. The orange grove lies between the mafruz and masha' is about 200 dunums planted 12 years ago, immediately after action commenced, that was before August 1929 : the time of the disturbances of that year. You are wrong if you say the grove was first planted in 1927. Ali Abdulla was the owner of the land. I cannot say if the land was bought from him or stolen from him. I saw no quarrel with Haj 'Ali. I never heard the land was stolen from him. The Turkish Government planted the trees in Birkat Sarakhiya and the Arabs did some work also. I cannot remember the planting of Breikhtas, it was planted by the trees. About 90–100 tents now in Nufei'at. 20 years ago,—I do not know the number 30 of tents, though they were less than today. One parcel in Masha, Mulleise, about 30 dunums in Mafruz, 4 plots, and a threshing floor and a store house. The four plots measure 30, 28, 40 and 60 except 158 dunums. All these lands are miri except one that is in partnership with two others, one with one other. In 'Atta my father was a partner, in the other parcels he was sole owner, and a wealthy man.

*Examined by S.O. :—*The reason why my father cultivated the masha' was in order to get more money. Haj Ali was never angry with the whole of the Arab en Nufei'at and I do not think he could ever had signed a document that the land of the Arab en Nufei'at did not belong to the 40 Arabs. He was never angry with the Arab en Nufei'at. There was no greater number cultivating in the past than have presented claim today. About 8–9–10 persons live in a tent. We have grown by 160 in two years, 320 in four years. We have never paid khums to Hassan es Saiyid, nor rent for any land anywhere.

Plaintiffs' Evidence—'Ali Mohammad Sheikh Ali.

No. 14.

9th Witness. On oath. 'ALI MOHAMMAD SHEIKH ALI. From Wadi el Hawarith, merchant and shopkeeper, aged 50–54 years.

Before the
Settlement
Officer,
Haifa.

Since my birth I have lived on the lands of Wadi el Hawarith and Arab en Nufei'at. The masha' of the latter is north of my land. The Nufei'at do not leave their lands for others. The Arabs were cattle breeders and cultivators. They brought their firewood from the land and watered their cattle from the water holes in 'Atta and Mulleisa. The Hadera colonists never had possession of the land. The boundaries are Wadi
10 Hawarith, Arab el Fuqara, Sea, E. Arab es Sidr, near the Asphalt road. Patches in the masha' were cultivated with barley. Each person should know his share in the masha'. I have no knowledge that the Arabs leased the land.

Plaintiffs'
Evidence.
'Ali
Mohammad
Sheikh Ali
S.1.40.

Mr. KAISERMAN :—I live near the boundary of the Arab en Nufei'at and know the tribe and the people. I also knew Hassan es Saiyid and he was a fine man, but cannot say if he ever leased land from the Jews. I also knew Samsonov the late Mukhtar of Hadera, but know nothing about their partnership. I have seen wheat and melons in the north of the masha'. Some years there were from 15 to 30 plots cultivated. Witness
20 names five persons who cultivated the land near the Wadi el Hawarith boundary. Each year the same plots were cultivated (arable) by the same people. There is the Ard Samra and also stoney soil ; it all belongs to the Arabs and is held in private ownership. I heard that the mafruz belongs to the Arabs, it is to the North of masha'. Birkat Sarakhiye is mafruz, n.w. is masha', north is cleaned land, mafruz, the land covered with bushes is masha'. I cannot remember when the Birkat Sarakhiya was planted nor by who it was planted.

Witness has no idea of numbers.

*Examined by S.O. :—*I am entitled to a piece of land on payment of
30 badl misl in Wadi Hawarith. I am a shopkeeper in Wadi Hawarith and my business in Arab en Nufei'at was as a visitor only. I never had any business there. Sometimes there were as many as 100 to 200 men at the wedding feasts. Today there is many more men than hitherto. The Arabs are Bedu, not fellahin, they are ploughmen, cultivation is their usual method of living. The Arabs used to be about 5 to 10 to 15 times more than the present number (35 men).

Plaintiffs' Evidence—Hassan el Attar.

Hassan
el Attar
S.1.40.

10th Witness. On oath. HASSAN EL ATTAR. Aged 80–85 years. Wadi Hawarith. Retired. I have lived in Wadi Hawarith after leaving
40 the Arab el Fuqara and spent the last 35 years in Wadi Hawarith. The masha' land is west, light land, east cultivable land. The western part is camping ground, woodcutting areas and slight cultivation. The Arabs have never left the land, the land to the West of the eucalyptus is occupied by them and belongs to the Infiat. Boundaries : E.—Road eucalyptus,

No. 14.
—
Before the
Settlement
Officer,
Haifa.

Plaintiffs'
Evidence.
Hassan
el Attar
8.1.40—
continued.

S.W.—Hawarith, W.—Sea, N.—Arab el Fuqara. I never saw the Jews in the masha': it was cultivated with barley, wheat and melons, lentils. They never paid khums to my knowledge, and I have never seen any strangers cutting wood or cultivating. I often crossed the lands every few days: 6–7 days.

Mr. KAISERMAN :—I often crossed over the land to see my daughters in Infi'at and Fuqara. The eastern boundary of the masha' is the small channel of Birket Safra and then the road along the eucalyptus and then to the East of Atta and then to the land of Tyan. There is no other land of the Arab en Nufei'at and that is their land. The hollows are cultivated 10 and the high lands are common to the tribe—the hollows belong to persons, I do not know who. The Arabs also cultivated some parcels in the East, each parcel by some person. I saw the masha' cultivated in the hollows but I cannot remember who cultivated. 'Awad was cultivating in many places. I do not know the boundaries of any of the individual persons. I saw many ploughmen on the land east of Sarakhiya. I never spoke to them. They were always far away. Hassan es Saiyid was an important man and a good one, I often greeted him. There is an orange grove east of Sarakhiya: it was planted about 15–16 years ago. I never saw any 20 almonds growing along the road or saw them being destroyed. I cannot say if the grove belongs to Haj Ali or the Jew. The southern part belongs to Haj Ali. I saw his ploughmen there, they were far away. I never spoke to them. I saw his cattle.

Witness cannot recollect if he has any children or if he has any relatives.—C. K.

Examined by S.O. :—I cannot remember when Breikhtas was planted, nor Sarakhiya. I heard of the P.H.D. of the Turkish Government but never heard they ever did any work in Arab en Nufei'at. My sister married into the Arab en Nufei'at. I do not remember his name, or that of his 30 sons or daughters, or my sister's name.

Case adjourned until 8.30 a.m. 9th January, 1940.

8.1.40.

(Sgd.) CECIL KENYON.

Hadera, 9th January, 1940.

Present :—ANAS EFF. KHAMRA and OSMAN EFF. BUSHNAQ, representing the Plaintiffs.

Mr. J. KAISERMAN, representing the defendants.

Muhammad
el Maliek
9.1.40.

Plaintiffs' Evidence—Muhammad el Maliek.

11th Witness. On oath. MUHAMMAD EL MALIEK. Aged 42. Of Arab en Nufei'at—Member of Village Settlement Committee and cultivator. 40

I have known the masha' land all my life. The boundaries are : N.—Birket es Safra and Arabs el Fuqara : S.—Wadi el Hawarith ; E.—cultivable ; W.—Sand dunes. The Arabs are owners of the land and

have lived there all their lives. The land was used for grazing, camping, woodcutting, etc. and part cultivable. Part of the cultivation is old and part is new; it is all older than fifteen years. I believe the Mafruz cultivation was first, that is as far as I know and think. Some cultivation in the masha' is mine. No part of the masha' was ever leased to us, and we never leased any part of it. It was cultivated with barley, wheat, lupines; water-melons, beans and potatoes, summer crops: we paid tithes.

10 Mr. KAISERMAN :—The land is not registered in our name, neither the masha' or the mafruz. We have never paid werko. I do not think 30 persons cultivate the masha', less probable. I cannot say how many persons cultivate in the masha'; it could be any number. Fahim Ibrahim does cultivate. Abd el Fattah does cultivate. Hassan Abd-el Karim does not cultivate. (Mukhtar says he does.) There are those with ability and strength and means to plough. Not everyone in the tribe has a mafruz parcel, the reason is that the mafruz is the separate property of individuals and their property from their fathers. There are persons who have neither cultivated the masha' nor the mafruz. I cannot say how many, although I have been a member of the V.S.C. for 12 years. The recent cultivation mentioned by me is land that I remember being uncultivated and which 20 has been opened since I can remember.

Examined by S.O. :—Werko is paid by land owners, no werko was paid on the land in dispute. I first heard that possession was a ground for ownership at the date of this case. Previously I knew that the man in occupation or possession was the owner. I cannot say whether the owner of the land was also the Kushan holder. No one asked me to apply for a Kushan—no one has asked me to apply for a Kushan. I do not know how long one has to be in possession in order to obtain a title. My possession is a Kushan. I did discuss the evidence given yesterday with the other witnesses.

30 Witness evades answering any question concerning the claim to ownership as opposed to cultivation.

ANAS EFF. :—We should not have raised a case if there had been no land settlement here. Cultivation by one person amounts to possession by the whole tribe.

Plaintiffs' Evidence—Mahmud el Atiya.

12th Witness. On oath. MAHMUD EL ATIYA. Aged 55 years. Living at Arab en Nufei'at. Cultivator. I have known the masha' land all my life and at no time did the Arabs leave the land. It is not a custom for strangers to come and live on our land, except in those instances where 40 refuge is sought. The masha' is cultivated in parts with barley and melons, the land is light. Other parts were used for grazing, woodcutting, areas and camping sites. The cultivation in the masha' is from older times. The land is the property of the Arabs the people of Hadera never collected any payments from us, and no one of us ever leased the land. The number

No. 14.

Before the Settlement Officer, Haifa.

Plaintiffs' Evidence. Muhammad el Maliek 9.1.40 — continued.

Mahmud el Atiya 9.1.40.

No. 14.
—
Before the
Settlement
Officer,
Haifa.

Plaintiffs'
Evidence.
Mahmud
el Atiya
9.1.40—
continued.

of persons who cultivated in the masha' is many (28-29), Witness names 15. No one of us ever paid Khums to Hassan es Saiyid. Before the war we always believed that we were living on our land. No one ever leased land from the Jews of Hadera.

Mr. KAISERMAN :—We have no kushan for the land, we only paid tithes, never werko. We now number 700-800 persons, and number 90-105 tents. All the members have rights in the masha', equal rights, men, women, boys and girls the same. Any one who wishes to cultivate may do so, every one has not a right in the mafruz. I cannot say how many persons have no rights in the mafruz: there is no Jewish land 10 except the orange grove that previously was the property of the Haj Ali: it is on the boundary between the masha' and mafruz, and I cannot explain. The garden was planted in 1928 by a Jew. I never spoke to any person at all about the orange grove and never heard that there was any trouble. I cannot remember any buildings or ruins north of Sarakhiya or any well there though I know the land well. I never saw any almonds north of Sarakhiya, nor any acacia fence. I cultivate 40-50 mi'nams in two parcels in the masha' and have done so all my life and my father before me. No one is entitled to take my parcel as long as I need it. They can take any piece. Haj 'Ali cultivated about 70 mi'nams in two parcels, his share is 20 larger. Hassan es Saiyid was our Mukhtar and was paid by the Government. He never collected any money from us for expenses.

Examined by S.O. :—The eucalyptus in Barret el Urf was planted by the Turks; the land belongs to the Government. We camped in the middle of the trees. I believe that the trees surround a small swamp. The eucalyptus around the Berket es Sarakhiya was planted by the Turkish Government. I do not know when. My father told me this about five years prior to his death, five years before the War. The trees were already big in both places. Only the inhabitants of 'Arab en Nufei'at are entitled to ownership. Because I was born on the land I am entitled to ownership. 30 I think there is enough room for everyone of the remaining members of the tribe to cultivate if they so wish, but there will be no grazing land or camping sites for us if this happened.

ANAS EFF. :—The child of a stranger has no share in the masha'.

ANAS EFF. KHAMRA :—I wish to submit extracts of the tithe records.

Mr. J. KAISERMAN :—My witness is Mr. Botkovsky and he is ill; he is the only one and I regret he is not present. He was to produce the original account books of the Colony shewing payments made to various persons for watching, guarding and other matters.

*Case adjourned until 10th January, 1940, at Hadera.
Hadera, 9.1.40.

40

(Sgd.) CECIL KENYON.

No. 15.

Defendants' Evidence.

Hadera, 10th January, 1940.

Present: ANAS EFF. KHAMRA, representing the Plaintiff.

Mr. J. KAISERMAN, representing the Defendants.

Zvi Botkovsky.

No. 15.

Before the
Settlement
Officer,
Haifa.

Defendants'
Evidence.
Zvi
Botkovsky
10.1.40.

1st Witness for the Defendant: On oath. ZVI BOTKOVSKY. Aged 53. Living at Hadera. Farmer. I have lived in Hadera for 46 years, 1894, and have been Mukhtar, President of the Colony Committee. I know the land in dispute; it belongs to the Kushan holders, the farmers of
10 Hadera. The lands were purchased from Shaker Pasha and Selim Khoury in 1891. We purchased all the land in 15 kushans, 1 in the name of Hadera, Dardara, and 13 in the name of the Arab en Nufei'at. The general boundaries of the Infiat lands are N. Sandy land of Hefzi Bah and Arab el Fuqara and Part of the Wady Hadera: S.—Wadi Hawarith and the sands leading to Abu Zabura on the west. The land case during the last ten years concerns three Kushans out of thirteen. One is Jazirat el Basha. Bein el Birkatein, Birket Safra and Ayun esh Shamal. Throughout all the years we have paid werko, a Turkish road tax and other taxes. I cannot recollect. No one paid landlords' tax to the Government
20 throughout all these years except us. The tithe was paid by the tenants, it is not a landlords' tax. The lands were purchased as masha', and partitioned among the Kushan holders in accordance with an official map confirmed by the Government under the Correction of Land Registers Ordinance. The land was partitioned both on the plan and on the ground and marked with iron pegs. This was done before the year 1926, and the surveyor was E. Beloch assisted by Jewish workmen. During the 40 years or so we cultivated part, planted almond and orange groves, and leased parts not used by us, either in whole or in part to the Mukhtar of the Arab en Nufei'at. Some years we leased the land to Mustafa Bey of
30 Qisariya and have contracts to that effect. The Mukhtar always cultivated part himself and the rest he sub-leased to between 20–25 persons of the Arabs in Nufei'at. The Mukhtar rented the land and paid the sums shewn in the books of the Colony.

ANAS EFF. :—I object to the production of the account books as they contain entries only in favour of Defendant..

S.O. RULING :—It is unreasonable to expect the witness to recollect exact figures over a period of 40 years, and he may explain the entries in the books.

Witness, continuing:—The book is an account book of the Colony Committee for the years 5683 (1923), 5685 (1925). On page 24 the account
40 is headed leasing of lands. There are two credit entries, the first is dated Ab 5683. Cash on account from Hassani es Saiyid LP.10. The second is the month of Tishrin 5684: balance of the lease of the Barrat LE.18.

No. 15.
 ———
 Before the
 Settlement
 Officer,
 Haifa.
 Defendants'
 Evidence
 Zvi Bot-
 kovsky
 10.1.40—
continued.

The first entry refers to number 763. By Barrat we mean the land lying between Breikhtas to the sea : it was known to us and to the Arabs as Barrat Infi'at.

Page 71. There is a credit entry dated Elul 1924. Cash Hassan es Saiyid. 5683. LE.800 piastres. The second entry is dated Ab 5684, sundry debts, Barrat LE.35.000.

Page 104. There is a credit entry Hassan es Saiyid, 4 Elul 5685 (1925), Sundry debtors accounts, lease of the Barrat, LP.11.44 mms.

The second account book belongs to the Colony Committee 5681 (1921).

Páge 29. There is an entry. For the khums from Hassan es Saiyid, 10 529 francs 89 centimes.

Page 85. From the cash account on the account of the fifth from Hassan es Saiyid, 35 tins of barley, 420, Sivan 5678 (1918). I think 420 refers to bishliks, but I am not certain.

Page 138. Lease Account for 5679 (1919). There are four entries on this page, receipt entries. 3 Kislev. From Cash Account of Hassan es Saiyid in respect of 5679. Amount 2830. I think the number refers to bishliks.

The second entry is dated the 9th of Kislev. For lease from Cash Account of Hassan es Saiyid : 500. The 3rd entry, do., same day, 150. 20 The 4th entry 13th Tishri 5680 (1920)—do. 1750. I think the amounts are expressed in bishliks : the last entries may be Egyptian piastres.

Page 174. Lease Account. 5680. 1st entry. Cash account from Hassan es Saiyid : lease of the Barrat 5680—15th Ilul 5500. 2nd entry : Same account : 5681 (1921)—3000. I think the entries are in Egyptian piastres.

Page 244. Lease of Lands Account. 5681 (1921). From balance account : payment Hassan es Saiyid for the year 5681—3000. The second entry. From cash account from Hassan es Saiyid, 3000. On the same page there is a cash account, five receipt entries for the year 5682 30 (1922).

The 1st. From Cash Account. Payment Hassan Saiyid : 5682 ($\frac{1}{4}$) 1250. Kislev.

The 2nd. do. Nissan. 1000.

The 3rd. do. Tishrin. 2200.

The 4th. From Current Account. 550.

The 5th. From Cash Account from Hassan es Saiyid on account of Barrat land. 5683. 1500.

To my knowledge the Arab en Nufei'at numbered about 25–30 families. I had intimate knowledge of the tribe. After the death of Hassan we 40 leased the land to Nimer his son, and then to Haj Ali Abdulla. I was a witness in the first trial of these claims and submitted contracts. 14 in all. See file No. 153/32/2. Contracts 27 Nisan 5684, Hassan Saiyid and self. Exhibit Z. Lease of Barrat with the exception of the parcel cultivated by the owners themselves. E.—eucalyptus continuing from

Birket Safra to the extremity of Breikhtas from the North. From the North and South the boundary of the Colony land. W.—Sea. 5684. Rent LE. 35.000. Hassan Saiyid put his finger print on the contract in my presence.

No. 15.

Before the
Settlement
Officer,
Haifa.

Exhibit Y. Bears my signature, that of the Secretary and the seal of Hassan es Saiyid. Hassan Saiyid sealed in my presence in the office of the Committee of the Colony.

Defendants'
Evidence.

Exhibit X. 5682 (1922). Sealed by Hassan Saiyid, his private seal and the Mukhtar seal. The amount is LE. 50.000.

Zvi
Botkovsky
10.1.40—
continued.

10 *Exhibit W.*—5681 (1921). This contract is sealed by Hassan Saiyid. The duplicate bears my signature and is with Hassan Saiyid.

Exhibit V. 5680 (1920). Signed by Z. Ben-Yehuda and Hassan Saiyid : rent LE. 150. : for cultivation of the Barrat and for the needs of Birkat 'Atta for mat making.

20 *Exhibit T.* I cannot read T. but I recognize it as a contract of lease between the Mukhtars of Hadera and the two Mukhtars of Arab en Nufei'at. It bears the signature of Samsonov, the late Mukhtar of Hadera, in latin characters. I recognise his signature. On the second page of the same Exhibit is a note in my handwriting in Hebrew to the effect that the lease of the Infi'at lands to Hassan Saiyid and Mustafa Abdulla for the years 1914–1915. Mustafa 'Abdulla was one of the Arab en Nufei'at and a headman.

Exhibit S. : is similar : 1912–1913.

Exhibit Q. : is one of the last contracts, dated 1928–1929. Signed by Meirson, Barron, and Ali 'Abdulla, the tenant. The lease refers to specific parcels referred to in a map and totalling 440 dunums.

30 I know that Mustafa Bey of Qisariya, he was one of the principal Bushnaqs and a cereal merchant and had much to do with Jews and Beduins in the district. His brother Ahmad was Mudir. Mustafa Bey had business relations with the people of Hadera. Sometimes he sub-leased lands from the Arabs that we leased to them. Hassan es Saiyid was Mukhtar and we never had any difficulties with him over these lands. As long as he was head of the tribe we never had any trouble whatsoever. The Arabs worked in the Colony until this dispute arose.

40 Qadima reminds me that in 1897–1898 there was an enterprise to settle the settlers of Hadera in wooden huts near the sea owing to malaria in the Colony. Qadima is North of Birket Sarakhiya and in order to enable us to live there an avenue of eucalyptus was planted. I never lived there. At the first trial of the claim I visited the site and we found traces of buildings and a well. The Arabs camp in different places. I remember the planting of Nassotissin orange grove and there was no trouble. I remember the almond plantation of Aronsohn nearby. At the beginning of this case we found traces of the acacia hedge and fence that surrounded it. The eucalyptus nearby were planted by Nassotissin's agent and the work was carried out without interruption. I know the eucalyptus around Sarakhiya,

No. 15. it was planted by I.C.A. and not by the Turkish Public Health Department. There was never any planting of trees by the Turkish Government. The Arab en Nufei'at used to graze their cattle on these lands, we had cattle and used to graze them on the same land. We were not interfered with. The dispute commenced at the end of 1929, and before that there was never any dispute. I personally cultivated in the lands a part east of Sarakhiya : about 50-60 dunums. The Arabs worked for me as paid workmen. I have never heard that the Arabs have any masha' or mafruz land.

Before the Settlement Officer, Haifa.

Defendants' Evidence. Zvi Botkovsky

10.1.40—*continued.*

Examined by ANAS EFF.:—The dispute commenced before land settlement which started in 1930 by Mr. Lowick. The last contract was signed before the dispute arose and 'Ali 'Abdulla gave evidence to that effect. The Arabs have always lived here : they did so 70 years ago, and camped in different places and the lands are well defined by registration : and they camped there. Since the time we were here they have cultivated with our permission. The Arabs cultivated a very small part when we purchased the land. The Arabs also cultivated land in Hadera by lease. We received the land with the kushans, the Arabs were there and there was no dispute about their presence. These events took place in the lifetime of my father. From my general knowledge I know that there was no dispute and the Arabs took the land from us on lease. I do not know that the Turkish Government made a reference to drainage and allotted one third of the land in Birkat 'Atta in order that the Arabs may remain on the land. I cannot explain such an action. The Arab en Nufei'at were well to do in the days of Hassan es Saiyid, several of them cultivated land leased from us, and some were working as labourers. They disposed of their crops through Haifa and shipped melons from Zabbura. Not many of the Arabs were cultivators, most of them were labourers. Hassan Saiyid did not lease large areas, or small ones in Hadera. Mustafa Bey was a cultivator. The thirteen kushans cover about 20,000 dunums : he leased an area out of the three kushans. The contracts are signed by Samsonov and I do not know the land, except that it was out of the general area. The three kushans refer to about 4,000 dunums, the plans shew the area to be about 8,000 dunums. The boundaries of the contract cover all the land of the three kushans. Exhibit P. All the lands shewn on the map (Block diagram). All the cultivable land was leased. The contracts differ and refer to boundaries and not areas : 136 families lived here. We always dealt with the Mukhtar : it was customary to do so. I am not aware that we ever have loans to the Mukhtar. I cannot say how long Nimer was Mukhtar : there are no leases signed by Nimer. I cannot remember if the land was leased every year since we purchased the land. The accounts that I have given evidence on concern the land dispute and no other. The amounts in our Colony books are stated in the currency in use at the time. The area was planted between 1895-1905. The entries in the books were not written by me.

Re-examined by Mr. KAISERMAN:—I remember a conversation a few days ago concerning Birkat 'Atta 1/3rd. I am a Bank manager and do not make every entry in my books myself.

ANAS EFF. :—As the evidence is lengthy I ask for an opportunity to peruse the evidence and to submit a statement in writing within fifteen days.

Mr. KAISERMAN :—I ask for another hearing in order to reply.

Case adjourned until January 25, 1940.

(Sgd.) CECIL KENYON.

Hadera, 10.1.40.

Before the
Settlement
Officer,
Haifa.

Defendants'
Evidence.
Zvi
Botkovsky
10.1.40—
continued.

No. 16.

Advocates' Addresses.

No. 16.

Advocates'
Addresses
25.1.40.

10 Haifa, 25th January, 1940.

Present : ANAS EFF. KHAMRA, representing the Plaintiffs.

Mr. J. KAISERMAN, representing Defendants.

ANAS EFF. :—I produce a tithe record shewing the names of members of the Arab en Nufei'at who have paid tithe for the years 1920–1927. Tithe receipts were submitted during the early hearings of this action before Mr. Lowick.

The Arabs have been on the land for a long period. At least 200 years : and have improved the land during their occupation. They are farmers and not a nomadic people and it is admitted that they have
20 been there alone during this period. Evidence of long cultivation has been led, far in excess of the prescriptive period. Cultivation by masha' or individually is the same. Article 20 Land Code. Possession by one is possession by all ; p. 1234, L.R.P. 121/26 is the leading case. Possession by one is possession by all. The Defendants admit Plaintiffs' occupation but claim that Plaintiffs were tenants. Land leased to Hassan es Saiyid not proved. No proof that any one of the cultivators paid any part of the produce to Hassan es Saiyid. If Hassan es Saiyid signed lease in his personal capacity, no authorization from Plaintiffs to Hassan es Saiyid to bind them. Admission by partner not binding on other partner.
30 Mejelle Article. Chief witness for Defendant did not know boundaries of area cultivated. No part of produce paid to Hassan es Saiyid, tithe paid by individuals ; no khums paid. Existence of Arabs on the land not denied. They lived there : camping, woodcutting, grazing, etc. : is this possession or not. No one objected to their presence. It is possession, it is occupation, they never quitted the land, remained resident for centuries. Possession is matter of degree. Case 178/37. *Levy v. Khamra*. The expert produced by Plaintiffs gave evidence that the land was cultivated. Cross-examination of witnesses. Area planted with eucalyptus, 6 dunums or so, planted for health reasons alone, and positive acts of possession. Area small and does not affect the main question. Birket Atta,

No. 16. demarcation to be made by the Court if agreement cannot be reached.
 — The entries in the account books of the Colony in francs and the lease
 Before the Settlement Officer, Haifa. cannot be reconciled. Account books no evidence against my clients.
 Ali Abdulla's lease of 400 dunums not an honest transaction. No contract
 made with Nimr es Saiyid. Hassan es Saiyid signed on documents that
 he could not read. The evidence of the leases is the only evidence of
 Defendants. Graves. O.—in Case page 2625, Sections 2, 3. Land Appeal
 Advocates' 2/33. Supreme Court held that Cemeteries were Holy Places. 53/32.
 Addresses 25.1.40— I ask for registration of the land for the Arabs in common. L.A. 57/25 :
 continued. non-registration of shares. Article 8 of Land Code.

10

Mr. J. KAISERMAN :—The tithe record has not been seen by me.
 Entries in books of account. Money received by Colony and not due from
 the Plaintiffs. Not more than 30–40 persons claimed to have ever
 cultivated the land. The Arabs claim to number 80 heads of families,
 700–800 souls. No werko paid. So-called masha' was cultivated by these
 people who claim to be heirs of previous cultivators. Proviso in decision
 of Settlement Officer : prescription. Two types of claim. Masha' and
 mafruz ; masha' never cultivated. Witness 8, Case 108. Witness 7,
 Case 12. Before survey came, no distinction between masha' and mafruz.
 If masha' is ancient then it could not have been suddenly known 10 years
 ago. Experts' evidence is that the land *cultivable*, not more : no evidence
 that the land was cultivated : no trace of cultivation in Inspection record.
 In Zeita, Attil, and other villages, each masha' has a share and no specific
 plot. In this case no one has a share, but some claim specific parcels.
 Witness 6, Case 12. Witness 2, Case 70. Strong and able people : not
 boys and girls. Contradictions in evidence. No contribution made by
 inhabitants or Arabs to Mukhtar : no tithe or payment to Mukhtar. 3/12.
 Witness 6, Case 108. Khums used to be paid to Selim Khoury. Tithe
 paid on masha'. Contradiction. Witness 3, Case 12 : no one paid tithe
 on masha'. Jews of Hadera leased the land to Arabs. Hassan es Saiyid
 signed and sealed as Mukhtar. All the lands leased were not cultivated :
 these lands have become the so-called masha'. The boundaries of the
 masha' coincide and are actually marked with the iron marks of the Jews.
 The Jews are the registered owners and no evidence has been led that
 upsets our title. Before 1929 no one Arab ever attempted to obtain
 a title : and the onus of proof is on the Plaintiffs and they have failed to
 prove the cultivation of the land under the system claimed by them.

20

30

ANAS EFF. KHAMRA :—I beg you to take into consideration the social
 state of my clients. They are not learned people : they are simple folk.
 As to the signature and seal of the Mukhtar does not bind the Arabs :
 there is no law or rule to support the view that a Mukhtar can bind the tribe.

Decision to be delivered on a date to be notified to the parties.

(Signed) CECIL KENYON.

Haifa, 25.1.40.

No. 17.

Case No. 25/Nufei'at.

Inspection Report.

No. 17.

Before the
Settlement
Officer,
Haifa.

<i>Cl. No.</i>	<i>P.P. No.</i>	<i>Plaintiff :—</i>	<i>Share.</i>	<i>Case</i>
387	10573/2-6	The Village Settlement Committee of 'Arab en-Nufei'at.	In whole	Case No. 25/ Nufei'at Inspection Report 25.10.39.
	„ /8c			
	„ /9-23			
	10581/16c			
	„ /15b			
10		<i>Defendants :—</i>		
	124}	1. Hadera Founders Association Ltd.	In whole	
	108}			
	103}	2. Levy Yits-haq Madourski ...	—do—	
	104}			
	105}	3. The Government of Palestine ...	—do—	
	291}			
	106}	4. Tanhum Hankin ...	—do—	
	110}			
	109	5. Yosef Aharon Halevi ...	In whole	
20	110	6. Mendel Hankin ...	1/2	
	111}	7. Rahel Samsonov ...	1	
	112}	8. Penina Samsonov ...	1	
		9. Ofira Samsonov Neiderman ...	1	
		10. Aryé Samsonov ...	1	
			—	
			Out of	4
	113}	11. Yits-haq Hack ...	In whole	
	114}			
	115}	12. Shelomo Meirson ...	1	
30	116}			
		13. Barouch Ram ...	1	
		14. Yissakhar Ram ...	1	
			—	
			Out of	3
	117}	15. Tzevi Botkovsky ...	In whole	
	118}			
	119	16.} Tzevi Kantarji ...	1	
		17.} Dov Kantarji ...	1	
			—	
			Out of	2
	120	18. Gensia Halevi ...	4/16	
	120}	19. Yokhevet Har-Zahav ...	4/16	
	121}			
40	120}	20. Shoshana Madourski ...	In whole	
	122}			
			1/16	
			1/4	

No. 17.	Cl. No.	P.P. No.	Defendants :—			Share.
Before the Settlement Officer, Haifa.	120	10573/20	21.	Tzevi Madourski	...	3/16
	122	„/22				3/4
	120	10573/20	22.	() wife of Zalman Madourski		1/16
			23.	() daughter of „ „		3/16
Case No. 25/ Nufe'at Inspection Report 25.10.39— <i>continued.</i>	123	10573/23	24.	Levi Yits-haq Shneerson	...	1
			25.	Mendel Shneerson	...	1
						2
	290	10581/15b	26.	Ephraim Sternin	...	In whole 10

25th October, 1939.

Inspection Report. Land inspected in the presence of Ali Hassan es Saiyid ; Suleiman Daoud Abu Tammam, Fahim Ibrahim, Mohammad el Meheli, all members of V.S.C. of Arabs en Nufei'at, represented by Anas Eff. Kharmā, advocate by power of attorney. Mamur Awqaf represented by Anas Eff. Kharmā by power of attorney. Mendel Schneerson, Member of V.S.C. of Hadera, and Defendant 25.

Land found to be hilly with five depressions. All covered with scrubs, sarris, and carob trees. No trace of cultivation. Soil black, light and sandy towards the West. Moslem cemetery on top of hill—cemetery 20 marked with angle irons. Hill itself steep and stony, no trace of cultivation. One below, known as No. 5, fairly clear of sarris, others fully covered. Few tents. High parts of hill stony. Considerable tract of sandy soil near Berkāt Sarakhiya.

(Sgd.) CECIL KENYON.

Present :—ALI HASSAN ES SAIYID

SULEIMAN DAOUD ABU TAMMAM

FAHIM IBRAHIM

MOHAMMAD EL MAHSIR

Represented by ANAS EFF. KHAMRA, advocate, by power 30 of attorney.

MAMUR AWQAF, Northern District, by ANAS EFF. KHAMRA. P/A.

MENDEL SCHNEERSON, Member V.S.C. of Hadera, and Defdt. 25.

ANAS EFF. :—On behalf of the Mamur Awqaf. I claim the cemetery on the top of the hill containing the tomb of Sheikh Zarad. I understand the area is about 30 dunums. In regard to the rest of the land, we have no claim.

ANAS EFF.—Cont. :—On behalf of the Arabs en Nufei'at I claim that the hollows we have seen were in the possession of the Arabs. The remaining parts were used for camping sites, for woodcutting and other common 40 purposes of the village. The Defendants were never in possession of the land and I ask that the hollows be registered in the name of the Arabs and that after registration they will make partition between themselves. Their possession is joint and evidence will be led to prove this fact.

Plaintiffs' Evidence—Aish el Husein.

No. 17.

1st Witness for Plaintiff. Sworn. AISH EL HUSEIN. Aged 42 years—
 living at Arab en Nufei'at :—I was born in Arab en Nufei'at, and know the
 first hollow we saw this morning. It was cultivated by me, it is the land
 of the Arabs en Nufei'at as part of their masha'. On the edges of the land
 where it is high it was used as grazing land. It was cultivated 22 to
 25 years ago. It was cultivated by me when the prevention order was
 issued.

Before the
 Settlement
 Officer.
 Haifa.

Case
 No. 25/
 Nufei'at.

Examined by S.O.:—The prevention order was issued by
 10 Mr. Lowick, he was present. I think it was Mr. Lowick. Government
 prevented us cultivating two years before Mr. Lowick came, about
 four years. The order was issued 11 years ago. Nothing in particular
 happened when the prevention order was made. Mr. Lowick inspected
 the land. I was present. I said nothing to him. It was uncultivated
 at the time, it was beginning of summer. During the year the inspection
 was made the land was uncultivated.

Plaintiffs'
 Evidence.
 Aish el
 Husein
 25.10.39.

Re-examined by ANAS EFF.:—The land was left uncultivated by
 order of the Government.

Plaintiffs' Evidence—Mohammad es Saiyid Hadade.

Mohammad
 es Saiyid
 Hadade
 25.10.39.'

20 *2nd Witness for Plaintiff.* On oath. MOHAMMAD ES SAIYID HADADE.
 Aged 45 years. Living at Arab en Nufei'at. I was born in Arab en
 Nufei'at and saw the second hollow, it was ploughed by my father and
 then by me. The land belongs to Arab en Nufei'at in masha' and cannot
 be sold by any person. It has been cultivated 30 years. I do not
 remember if the Jews ever had possession of the land. The side of the
 hills were used as camping sites and grazing land.

Examined by S. O.:—Being a member of the tribe, I could not
 sell although I owned a share in the land. Any person at random could
 cultivate here or there as he wished. If I left the Arabs, my share remained
 30 with me. If a person died, his share descended to his heirs. It was an
 old custom. My father did not appear to have any shares—nor have I.
 I have no definite share. I cultivate. There is no specific plot to a definite
 person. We used to agree among ourselves as to the plots we should
 cultivate. When we were in need we used to cultivate all the hollows.
 When we were not in need they were left as grazing land. I cultivated
 the land myself.

Re-examined by ANAS EFF.:—If the lands had been sold I should be
 entitled to a share of the proceeds. It is well known, now and before
 that no one ever had a specific share. I do not know the extent of the
 40 cemetery. I have seen the iron marks around the cemetery. I do not
 know if there are graves outside the iron marks.

No. 17.

Plaintiffs' Evidence—Muhammad Ali el Mahlaq.

Before the
Settlement
Officer,
Haifa.

Case
No. 25/
Nufei'at

Plaintiffs'
Evidence.
Muhammad
Ali el
Mahlaq
25.10.39.

3rd Witness for Plaintiff. On oath. MUHAMMAD ALI EL MAHLAQ. Aged 35 years. Living at Arab en Nufei'at :—I saw the hollow this morning and it is the one cultivated by my father ; it is masha' and belongs to the Arab en Nufei'at. It has been cultivated for a long time. I ceased to cultivate the land about 8 to 10 years ago by order of Government ; it was cultivated for about 12 years as far as I remember. The adjoining high lands were used as grazing land.

*Examined by S.O. :—*I was born in Arab en Nufei'at and lived here all the time. I am a cultivator. Sheikh Zarad is my western boundary 10 it is a cemetery. Abdalla Mubarak is my eastern neighbour. Mohammad es Saiyid was to the South and Saad el Ahmad to the North. The cemetery was about 60–70 metres from my land ; a road was between us. There are iron marks around the cemetery, there are no graves outside the marks. I grew barley in the land, until prevented by the Government. The police prevented me from cultivating. The land was inspected by police and an officer named Kramer. After the prevention order the settlement came. Below the cemetery there are stones, many stones, then road, then to the East of that there is sand and saris, and then my land. Witness hesitates to describe his neighbours. 20

Saad
Ahmad Abu
Tammam
25.10.39.

Plaintiffs' Evidence—Saad Ahmad Abu Tammam.

4th Witness for Plaintiff. On oath. SAAD AHMAD ABU TAMMAM. Aged 49 years. Living at Arab en Nufei'at. I was born here and saw the land this morning. The land is sandy, the hollow was cultivated with barley by me. The land surrounding was covered with bushes, and was used for woodcutting. The land was masha' and not for sale. My possession was joint possession. It has been cultivated for 26 years as far as I remember.

*Examined by S.O. :—*I have no share in the masha', each one who has ability and means cultivates where he can. The extent of land cultivated 30 depended upon the number of animals and money a man had. Some years we camped in one place and other years we camped in another place. We cultivated the lands away from our camps. When we camped on the land it was rested (fallow). In winter we camped in the hollows, in the summer we camped in the arable land. The masha' is not the best land, it is poor compared with the mafruz, and is used mainly for woodcutting. Saris grows quickly and strongly and is very difficult to uproot and spreads a lot. First of all we clear the saris and then cultivate. Part of the saris has grown since the prevention order, part was there beforehand. The Arabs have plenty of land, mafruz and masha'. 40 Originally the land was used for camping and that is why we cleared part of the saris. It is true that if saris is completely uprooted that it will never grow again. The land in which we are sitting was cleared of saris and it is now clear, although it has not been cultivated since the prevention order. Mohammad el Mahlaq was my southern neighbour.

Plaintiffs' Evidence—'Ali Abdulla el 'Abeed.

No. 17.

5th Witness for Plaintiff. On oath. 'ALI ABDULLA EL 'ABEED. Aged 80 years. Living at Arab en Nufei'at. I cultivated land in the eastern lands and also the western part in the masha'; it is near the trees. It was cultivated by me for many years, perhaps 15-16 years. The land belongs to the Arabs, young and old.

Before the Settlement Officer, Haifa.

Examined by S.O.:—The cultivation by me was for 15 years from the prevention order, that is 25-27 years ago. It was hollow land, covered with a little saris. The high land was covered with woods and used as camping sites. It was used as a camping site. The land by nature had no saris. No bushes were cut out by the Jews. I had no partner. I do not know if S. Abu Tammam cultivated the land. Some years the soil was rested by me. Birket Sarakhiya is a very bad place. I cultivated nearby in the spring. The land was cultivated by me with melons, wheat and barley, i.e. winter and summer crops.

Case No. 25/ Nufei'at.

Plaintiffs' Evidence. 'Ali Abdulla el 'Abeed 25.10.39.

ANAS EFF. :—May the case be adjourned for an expert to see the land.

'ABDULLAH HASSAN MUBARAK. Aged 45 years—living at Arab en Nufei'at. On oath. I went with you this morning around the land in dispute. Mohammad el Mahlaq has a parcel in the masha' and in the mafruz. I am on the eastern side of the mafruz parcel. I am not a neighbour of Mohammad in the masha' and have no land there.

MOHAMMAD ES SAIYID. Reminded that he is on oath.

Between me and Mohammad el Mahlaq there is a slope; he is to the North of my land; his land is to the east of the white sand.

Hadera, 2nd January, 1940.

Consolidation Order.

Present: ANAS EFF. KHAMRA, advocate, representing the V.S.C. of Arab en Nufei'at.

Consolidation Order 2.1.40.

Mr. J. KAISERMAN, advocate, representing Defendants 1 to 10 inclusive, 12-20, and 22 to 26 inclusive.

Defendants 11 and 21 absent from the country and represented by Mr. KAISERMAN representing the V.S.C. of Hadera.

Mr. KAISERMAN :—I ask for this case to be consolidated with Nos. 12, 27, 67, 68, 70, 73, 75, 76, 81, 82, 85, 90, 91, 101, 108 and 110 for the defence.

S.O. RULING :—Agreed.

(Sgd.) CECIL KENYON.

Hadera, 2.1.40.

For evidence of the Agricultural expert see Case 70/Nufei'at.

(Intd.) C.K.

For evidence as to the claim other than cultivation, see Case 12/Nufei'at. Hadera, 8.1.40.

(Sgd.) CECIL KENYON.

No. 18.

Before the
Settlement
Officer,
Haifa.

Case
No. 27/
Nufei'at
Consolida-
tion Order
8.1.40.

No. 18.

Case No. 27/Nufei'at—Consolidation Order.

BEFORE THE SETTLEMENT OFFICER,
HAIFA SETTLEMENT AREA.

<i>Cl. No.</i>	<i>P.P. No.</i>	<i>Plaintiff :—</i>	<i>Share.</i>
389	10573/8	The Village Settlement Committee of Arab en-Nufei'at.	In whole

Defendants :—

108	10573/8	Hadera Founders Association Ltd. ...	In whole	10
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(In Case
No. 25/
Nufei'at)

Hadera, 2nd January, 1940.

Present :— ANAS EFF. KHAMRA, advocate, representing the Plaintiffs.
Mr. J. KAISERMAN, advocate, representing the Defendants.

ANAS EFF. KHAMRA :—Our claim to this land is that the land is common for the village and that no cultivation was ever carried on in the Birkat. Our claim to the land is similar to our general claim and I ask if my statement may be made when we deal with the general question of grazing and camping, etc.

20

S.O. :—Agreed.

(Sgd.) CECIL KENYON.

Hadera, 2.1.40.

Mr. KAISERMAN :—I ask for this case to be consolidated with Cases Nos. 12, 25, 67, 68, 70, 73, 75, 76, 81, 82, 85, 90, 91, 101, 108 and 110, for the defence.

S.O. RULING :—Agreed.

(Sgd.) CECIL KENYON.

Hadera, 2.1.40.

For evidence on the general claim, see record in Case 12/Nufei'at.

30

(Sgd.) CECIL KENYON.

Hadera, 8th January, 1940.

No. 19.

Case No. 68/Nufei'at.

BEFORE THE SETTLEMENT OFFICER,
HAIFA SETTLEMENT AREA.

No. 19.

Before the
Settlement
Officer,
Haifa.

Case
No. 68/
Nufei'at
2.1.40.

<i>Cl. No.</i>	<i>P.P. No.</i>	<i>Plaintiff :—</i>	<i>Share.</i>
430	10575/3g	The Village Settlement Committee	In whole
	„ /4b	of Arab en-Nufei'at	
	„ /5c		
10	10577/1a		
	„ /6a		
	„ /7a		
	„ /8a		
	„ /9a		
	„ /16-18		
	„ /31b		
		<i>Defendants :—</i>	
	155	1. Yehuda Slutzkin	2
	(In Case No.	2. Yits-haq Ya'aqov Slutzkin ...	1
	60/Nufei'at)	3. Hayim Fradkin	2
20			—
		Out of	5
	156	4. Mikhael Tutelman	In whole
	(In Case No.		
	62/Nufei'at)		
	157	5. Aharon Kongretzki	1
	(In Case No.	6. Matel Kongretzki	1
	62/Nufei'at)	7. Binyamin Sachsenhaus	2
			—
		Out of	4
30	185	8. The Government of Palestine	In whole
	„ /31b		
	190	9. Ben-Tsiyon Ben-Yehuda Ritov	do.
	191	10. Beila Gutovitch	do.
	192	11. Shaul David Sachs	do.
	193	12. Leib Schaf	do.
	200	13. Benayahu Wa'edya	1
		14. Hilel Wa'edya	1
		15. Nissim Wa'edya	1
			—
		Out of	3
40	201	16. Ya'aqov Eli'ezer Zaltser ...	In whole
	202	17. Yosef Glusgal	do.

No. 19. Hadera, 2nd January, 1940.

Before the
Settlement
Officer,
Haifa.

ANAS EFF. KHAMRA, representing Plaintiffs.

Mr. J. KAISERMAN, representing Defendants.

Plaintiffs' Evidence—Mohammad el Haj 'Ali Abdulla.

Case

No. 68/
Nufei'at

2.1.40—

continued.

Plaintiffs
Evidence.
Mohammad
el Haj 'Ali
Abdulla
2.1.40.

1st Witness for Plaintiff. On oath. MOHAMMAD EL HAJ 'ALI ABDULLA
Aged 29 years. Living at Arab en Nufei'at. Cultivator.

I know Birket Atta, and we used to cultivate a plot there.
E.—Birket Atta, N.—Mafruz land, W.—Masha' (ridge), S.—Masha' and
plot of Hajaini. It was cultivated with winter crops only. My father
cultivated 6 or 7 years before the prevention order in 1928 or 1929. The 10
land is about 40 dunums. 7 or 8 keils. The land belongs to the Arabs,
but we cultivate it and have no objection if it is registered in the names
of the Arabs. Many persons cultivated were of our parcel. Mustafa
Masaud and others. We paid tithe for the land, but no other payments on
account of the land : no one disturbed us in our possession.

*Examined by Mr. KAISERMAN :—*My grandfather's name was Abdulla
Suleiman. Nimer Hasan es Saiyid was Mukhtar before my father.
I cannot identify the signature of my father on Exhibit Q or R or AA.

*Examined by S.O. :—*I always lived in the Arab en Nufei'at and not
in Charkass, although my father lived in Charkass. I cannot remember 20
anything before I was 12, and know nothing about the opening of the
land. I have a right to graze, camp, and cultivate the land because it
is masha'. All the members of the Arab en Nufei'at have an equal share,
men and women, boys and girls. There is plenty of land and any person
who occupied the land may cultivate it according to their abilities, but
they may not have more than two or three plots, we have two, and as far
back as I remember we have always had the two. A person who had
animals would occupy the land for a few years ; cultivate it ; then leave it
and another would take his place. Apart from the Arab en Nufei'at no
other Arabs may use the land. We had no system of allotment, total 30
shares, or made any contributions to any village fund in cash or kind, or to
persons who were not cultivating—every person cultivated what he was
able to and had means to finance.

Mustafa
Masaud
2.1.40.

Plaintiffs' Evidence—Mustafa Masaud.

2nd Witness for Plaintiff. On oath. MUSTAFA MASAUD. 55 years.
Living at Arab en Nufei'at. Cultivator. I was born in the Arab en Nufei'at
and know the land in dispute. My land is west of the ridge between me
and Haj Ali. N. and S. Masha'. E. Ridge of Haj Ali. W. Hassan es
Saiyid. Cultivated with barley. About 20 dunums ; in a hollow.
Cultivated land for 20 years prior to 1928–29. The land belongs to the 40
Arab en Nufei'at. Haj Ali cultivated the land for 20 to 25 years.
I opened the land, it is good for barley only, not for melons. I paid tithe,
15–20–25 piastres a time, whenever I cultivated. To the west of my
parcel the land is grazing land.

Examined by Mr. KAISERMAN :—I do not want the land to be registered in my name. It is the only masha' parcel I have. I have two oxen. On the mafruz my tithe was LP. 1-1½ a year. Haj Ali was from en Nufei'at. Abu Tamam was born in Nufei'at. I know both Ahmad Bey and Mustafa Bey of Caesaria, the first was tax collector, the second was a merchant and came to collect his debts.

No. 19.

Before the
Settlement
Officer,
Haifa.

Examined by S.O. :—Before I opened the land in the masha' I cultivated the mafruz. Haj Ali opened his land about the same time. The land was opened before the war; during the war we raised barley. My
10 tithe receipts are with Mahmud el Madi. We paid the tithe during the war to Z. Abu Haj. Tawfiq Deeb esh Stawi cultivated land west of me in the masha' 15 years prior to the war in 1900 or 1899. The father of esh Stawi commenced first 15 years before me. Witness then says at the same time. The land of Haj Ali was previously cultivated.
(Witness unable to reply to Cross-examination.)

Case
No. 68/
Nufei'at
2.1.40—
continued.

Plaintiffs'
Evidence.
Mustafa
Masaud
2.1.40—
continued.

Consolidation Order.

Mr. KAISERMAN :—I ask for this case to be consolidated with Cases Nos. 12, 25, 27, 67, 70, 73, 75, 76, 81, 82, 85, 90, 101, 108 and 110 for the defence.

Consolida-
tion Order
9.1.40.

20 S.O. Ruling :—Agreed.

(Intd.) C.K.

Hadera, 2.1.40.

For the statements and evidence concerning the general claim to the masha' land, see the Record in Case 12/Nufei'at.

(Sgd.) CECIL KENYON.

Hadera, 9.1.40.

No. 20.

No. 20.

Case No. 70/Nufei'at—Inspection Report.

30 BEFORE THE SETTLEMENT OFFICER,
HAIFA SETTLEMENT AREA.

Case
No. 70/
Nufei'at
Inspection
Report
23.10.39.

Cl. No.	P.P. No.	Plaintiff :—	Share.
432	10576/3-7	The Village Settlement Committee	In whole
	„ /10a	of Arab en Nufei'at	
	10582/30c		
	„ /2		
	„ /4a		

No. 20.	Cl. No.	P.P. No.	Defendants :—	Share.
Before the Settlement Officer, Haifa.	167}	10576/3}	1. The Government of Palestine	In whole
	333}	10583/1}		
Case No. 70/ Nufei'at Inspection Report 23.10.39— <i>continued.</i>	(In Case No. 69/Nufei'at)			
	168	10576/4	2. Shim'on Gordon	do.
	(In Case No. 69/Nufei'at)			
	169	10576/5	3. Matityahu Shemuelson	In whole
	170	„ /6		1/2 10
	(In Case No. 69/Nufei'at)			
	170	10576/6	4. Mikhael Shemuelson	1/2
	(In Case No. 69/Nufei'at)			
	171	10576/7	5. Shemuel Shternin	In whole
	(In Case No. 69/Nufei'at)			
	174}	10576/10a}	6. Zeev Gurevitz	do.
	321}	10582/30c}		
	(In Case No. 69/Nufei'at)			20
	334	10584/2	7. Dov Yemini	1
	(In Case No. 69/Nufei'at)		8. Zeev Lipkis	1

23rd October, 1939.

30

Present : Ali Hassan es Saiyid ; Fahim Ibrahim ; Suleiman Abu Tammam ; Muhammad el Mahsin ; Muhammad Haj Ali Abdulla ; Members of V.S.C. of Arab en Nufei'at—represented by ANAS EFF. KHAMRA, advocate, by power of attorney.

Mamur Awqaf represented by ANAS EFF. KHAMRA by power of attorney.

Mendel Shneerson and Aharon Samsonov, Members of V.S.C. of Hadera.

Land in dispute inspected in the presence of parties as mentioned above. Found to consist of undulating low hills with hollows and 40 depressions. All the land covered with sarris and bush growth ; no trace of cultivation. One or two tents. Higher parts of hills rocky in parts.

Soil fine and sandy towards the west. Few scattered carrobs and signs of recent grazing and woodcutting. No one of the hollows or depressions completely cleared of sarris. No defined paths, tracks or cemeteries.

(Sgd.) CECIL KENYON.

24th October, 1939.

No. 20.
—
Before the
Settlement
Officer,
Haifa.

Present : Ali Hassan es Saiyid, Mukhtar }
Fahim Ibrahim }
Suleiman Abu Tammam } V.S.C. of Arab en Nufei'at.
Muhammad el Mahshi }
Mohammad el Haj Ali Abbulla }

01 Also represented by ANAS KHAMRA by power of attorney,
advocate.

Mamur Awqaf, Northern District, represented by ANAS KHAMRA,
by power of attorney, advocate.

Mendel Schneerson } Members of V.S.C. of
Aharon Samsonov } Hadera.

Case
No. 70.
Nufei'at
Inspection
Report
23.10.39—
continued.

ANAS EFF. KHAMRA :—On behalf of the Mamur Awqaf, I am instructed to state that there is no claim to any waqf land in the land in dispute in this case.

20 ANAS EFF. KHAMRA :—The depressions in the land in dispute have been cultivated from time immemorial by the Arabs. The plateaus and sandy places were used as camping sites, grazing areas and for woodcutting. Since 1929 the land has been left without cultivation as the Arabs were prevented from cultivating by Government order. I ask for registration of the cultivated hollows in the names of the Arabs, for the other lands to be described as grazing lands, etc. I understand that the question as to whether the land is within the kushan or not has been decided.

S.O. :—Yes, that is so. See judgment of the Settlement Officer in
30 Case 111/29. Inf'i'at.

Plaintiffs' Evidence—Fahim Ibrahim.

1st Witness. FAHIM IBRAHIM. On oath. 48 years of age. Living at Arab en Nufei'at. :—I was born on the land. Yesterday I saw the hollow : it was cultivated, partly by me, and partly by Suleiman Abu Tammam. He cultivated the western part. It was cultivated in masha' form. We cultivated up to 1929. Then the Government prevented us from cultivation. The sides of the hollow were used for woodcutting, camping and grazing purposes. There was a little sarris in the cultivated land, it was cut by the person cultivating. The land is masha' of the
40 Arab en Nufei'at. As far back as I remember, say 25 years, the land was cultivated without dispute.

Plaintiffs'
Evidence.
Fahim
Ibrahim
24.10.39.

Examined by S.O. :—I paid the taxes on the land : it is Malluse

No. 20. locality. I used to cut the sarris that grew in my land, I uprooted it. It grows quickly and in six months after uprooting it will grow again quite high. I grew melons and barley alternatively and beans. I cultivated the land for between 10 to 15 years, some years the land was fallow. Perhaps 15 to 16 years. I remember it was cultivated before I used the land. I do not remember by whom. Suleiman Abu Tammam was also cultivating in the same hollow all the time I was there, perhaps a year or two less. We have a large area 12,000 dunums and we made no contribution of any kind to the tribe for the use of the land. I used the pieces of land all the time myself, and had no partner. The Arab en Nufei'at were 10 a less in number than today. There is about 1,000 persons in the Arab Nufei'at. There are 629 to 639 persons entitled to rights in land. By persons entitled to rights I mean those persons whose ancestors were registered in the Land Registry. The rights they are entitled to are ownership of land, right to take water, woodcutting, camping, etc. The V.S.C. represents only the official Arab en Nufei'at. I made no other payments except tithes for the land. I do not know why my predecessor ceased to cultivate.

Before the
Settlement
Officer,
Haifa.

Case
No. 70/
Nufei'at.

Plaintiffs'
Evidence.
Fahim
Ibrahim
24.10.39—
continued.

Plaintiffs' Evidence—Suleiman Abu Tammam.

Suleiman
Abu
Tammam
24.10.39. SULEIMAN ABU TAMMAM. On oath. Aged 37. Living at Arab en Nufei'at. I was born here, and know the land in dispute: there is a hollow there. The land comprises arable land, grazing land, etc. The arable land is in the hollow and the high land is grazing land. I, among others, cultivated the hollow in masha' form. I know the land for about twenty-two years. I grew barley, melons and beans, etc. The land belongs to the tribe and should be so registered. I had the western part; Fahim had the eastern part.

Examined by S.O.:—Only Fahim and myself cultivated: before me others cultivated. I cultivated for five years before being prevented by Government. Before me Mahmud 'Atiya cultivated. There was no sarris there: at least very little—there was not much when I took it over. I paid *money* as tithes and obtained receipts. Meleisa locality. I made no payments for the use of the land. Had a partnership with my uncle. By agreement with the Arabs of the tribe I used the land. At the beginning of the season we used to meet and decide upon who should use the land. About 30 to 40 persons who had ability to cultivate were to get parcels, I do not know if they all had the same parcels every year. My parcel is strong. The 30 to 40 persons who used to cultivate employed ploughmen from the Arab en Nufei'at. Years ago those that had power and ability used to cultivate: there was no question of shares then. The 639 persons 40 having rights were fixed a couple of years ago. In short, I, with other strong and able men, took the land we wanted for ourselves. The 600 persons or so who are now share-owners have some rights, that is why I agreed to the Schedule.

Re-examined by ANAS EFF.:—I have no objection to any Arab coming now to cultivate the land if such was possible. The parcel is not mafruz

and not disposable by me. My brothers were partners with me. Fahim had ploughmen. I do not know if the 30 or 40 persons used to employ ploughmen for wages or if they were co-partners. The assistants were double the number of "landlords." Some members of the Arab en Nufei'at were shepherds, labourers, etc.

ANAS EFF. :—I ask for an adjournment in order that an expert can give an opinion.

December 7th, 1939—On the ground. Arab en Nufei'at.

Present : Same persons as at first hearing except Mr. A. Samsonov.

10 ANAS EFF. KHAMRA :—I have brought Habib Sarrah.

No. 20.
—
Before the
Settlement
Officer,
Haifa.

Case
No. 70/
Nufei'at.

Plaintiffs' Evidence—Habib Sarrah.

Witness for Plaintiff. On oath. HABIB SARRAH. Aged 53 years. An agricultural expert. I am an agricultural engineer ; trained in Salonica, and employed as an agricultural expert by the Turkish and British Governments for 32 years in all. The hollow is cultivable and the high land is not. The colour of the uncultivable land is known as Khasfeh. An analysis of the soil will not disclose if the land has been cultivated or not after a period of two years or so. The high lands are covered with bushes, but the hollow is covered with saris. If the saris is not removed it grows
20 up annually. In order to clean land of saris one must dig at least 50 metres deep. The growth of saris is checked by grazing, etc.

Plaintiffs'
Evidence.
Habib
Sarrah
24.10.39.

Cross-examined by Mr. SHNEERSON :—(Member of the V.S.C. of Hadera). The hollow has been cultivated. I cannot state how long the saris has been growing. The cultivators cut off the bush to cultivate the land.

Cross-examined by S.O. :—I have never seen the land before 5th November of this year. There is a difference between the land twenty metres away. I cannot say how long it has been cultivated, but it may have been left uncultivated for more than eight years. If the land had not been cultivated the hollow would be filled with bushes as all the water collects there. My belief is that if the hollow had not been cultivated
30 the saris would be much thicker. I have no particular knowledge of saris.

Re-examined by ANAS EFF. :—The subsoil of the high places is stony, in the hollows it is not so and thus the rain runs away.

S.O. proceeds on inspection.

HABIB SARRAH, after inspecting all the hollows :—It is impossible to state whether any of these lands have been cultivated continuously for a period of 10 years prior to 1929 or for any period several years ago. If this land is allowed to be fallow for any period of three years or more, shrubs and bushes will grow again and it will revert to its original state. All that I can say with certainty is that the hollows are cultivable, and
40 shew traces of having been cultivated.

(Sgd.) CECIL KENYON.

Ard en Nufei'at, December 7th, 1939.

No. 20.

Consolidation Order.

Before the
Settlement
Officer,
Haifa.

Mr. KAISERMAN :—I ask for this case to be consolidated with Cases Nos. 12, 25, 27, 67, 68, 73, 75, 76, 81, 82, 85, 90, 91, 101, 108 and 110, for the defence.

S.O. Ruling :—Agreed.

Case
No. 70/
Nufei'at

Hadera, 2.1.40.

(Sgd.) CECIL KENYON.

For general statement and evidence concerning the claim to masha', see the record in Case 12/Nufei'at.

(Sgd.) CECIL KENYON.

10

Hadera, 9.1.40.

Consolida-
tion Order
2.1.40.

No. 21.**Case No. 81/Nufei'at—Consolidation Order.**

No. 21.

Case
No. 81/
Nufei'at
Consolida-
tion Order
3.1.40.

BEFORE THE SETTLEMENT OFFICER,
HAIFA SETTLEMENT AREA.

<i>Cl. No.</i>	<i>P.P. No.</i>	<i>Plaintiff :—</i>	<i>Share</i>
443	10570/52a	The Village Settlement Committee of Arab en-Nufei'at.	In whole
	„ /53a		
	10571/1-6		
	„ /11c		
	„ /13a		
	„ /14b		
	„ /16-17		
	„ /17b		
	„ /18-21		
	„ /22b		
	„ /23b		
	10572/1b		
	„ /3e		
	„ /8a		
	10580/1		30
	„ /1c		
	„ /1e		
	„ /2-12		

Defendants :—

53 (In Case No. 111/Nufei'at)	10570/52a	1. Efraim Pinhas Margolin	... In whole
54 (In Case No. 12/Nufei'at)	10570/53a	2. Wilhelm Zeev Bruenn	... In whole

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	<i>Cl. No.</i>	<i>P.P. No.</i>	<i>Defendants (Contd.)</i>	<i>Share</i>	<i>No. 21.</i>			
	56 & 88 (In Case No. 2/Nufei'at)	10571/1 " /21 10572/1b 10580/1	3. The Government of Palestine	In whole	Before the Settlement Officer, Haifa.			
	265 (In Case No. 12/Nufei'at)	/1c /1e						
10	57	10571/2				4. Keren Kayemeth Leisrael Ltd.	In whole	Case No. 81/ Nufei'at Consolida- tion Order 3.1.40— <i>continued.</i>
	58	10571/3				{ 5. Nahum Muntz	1	
			{ 6. Morritz Shapira	1				
				—				
	59	10571/4		Out of	2			
			{ 7. Tanhum Hankin	1				
			{ 8. Mendel Hankin	1				
				—				
				Out of	2			
20	60 (In Case No. 7/Nufei'at)	10571/5	9. Hadera Founders Association Ltd.	In whole				
	275 (In Case No. 12/Nufei'at)	10580/11						
	276 (In case No. 111/Nufei'at)	10580/12						
	61	10571/6				10. Hasya Shalupsky	In whole	
	66 (In Case No. 7/Nufei'at)	10571/11c	{ 11. Robert Barrach	1				
			{ 12. Gertrud Riese	1				
			{ 13. Edith Manasse	1				
30				—				
				Out of	3			
	68 (In Case No. 6/Nufei'at)	10571/13a	14. Shelomo Bahn	In whole				
	69 (In Case No. 6/Nufei'at)	10571/14b	15. Yona Hurvitz	1				
			{ 16. Ariel Hurvitz	1				
			{ 17. Romamti-'Ezer Hurvitz	1				
			{ 18. Yits-haq Hurvitz	1				
				—				
				Out of	4			
40	71 (In Case No. 6/Nufei'at)	10571/16	19. Yosef Tartakowski	In whole				
	272	10580/8						
	72 (In Case No. 5/Nufei'at)	10571/17 " /17b				20. Yosef Eliyash	In whole	
	271	10580/7						

No. 21.	Cl. No.	P.P. No.	Defendants (Contd.)	Share
Before the Settlement Officer, Haifa. Case No. 81/Nufei'at Consolidation Order 3.1.40— <i>continued.</i>	73 (In Case No. 5/Nufei'at)	10571/18	21. Aharon Meirson	In whole
	268 (In Case No. 5/Nufei'at)	10580/4		
	74 (In Case No. 5/Nufei'at)	10571/19	22. David Zolterov	In whole
	75 (In Case No. 4/Nufei'at)	10571/20	23. Binyamin Shulami	In whole 10
	76 (In Case No. 2/Nufei'at)	10571/22b	24. Yosef Ya'akov Bervitz ...	In whole
	77 (In Case No. 2/Nufei'at)	10571/23b	25. Moshe Ben-Tsiyon Sussman	In whole
	83 (In Case No. 12/Nufei'at)	10572/3e	26. Rahel Goldberg	4
			27. Shemuel Goldberg	3
			28. Hanna Tolkovski	3
			29. Yehudit Klibanoff	3
			30. Shulamit Hochfeld	3
			Out of	16
	91 (In Case No. 2/Nufei'at)	10572/8a	31. Menashe Schwartzstein ...	In whole
	266 (In Case No. 111/Nufei'at)	10580/2	32. Avraham Labzovsky	In whole
	267	10580/3	33. Benayahu Wa'adya	16
			34. Hillel Wa'adya	16
			35. Nissim Wa'adya	16
			36. Ben-Tsiyon Hodjainoff ...	69
			37. Avraham Hayin Hodjainoff	9
			38. Mordekhai Hodjainoff ...	9
			39. Avraham Hayim Yadgaroff	9
			40. Oholiav Hayim Shauloff ...	24
			41. Eliyahu Kimigaroff	24
			Out of	192
	269	10580/5	42. The Anglo Palestine Bank Ltd.	In whole
	270	10580/6	43. Haiyim Peretz Rabinovitch	1
			44. Meir Rabinovitch	1
			Out of	2

<i>Cl. No.</i>	<i>P.P. No.</i>	<i>Defendants (Contd.)</i>	<i>Share</i>	<i>No. 21.</i>
273	10580/9	{ 45. Avraham Smalnik 46. Ben-Tsiyon Smalnik (Small) 47. Shulamit Smalnik	1 1 1 —	Before the Settlement Officer, Haifa.
274	10580/10	48. Haiyim Ben-Shaul Rotman	3 In whole	Case No. 81/ Nufei'at Consolidation Order 3.1.40— <i>continued.</i>
<i>Third Party :—</i>				
270	10580/6	1. Shalom Rabinovitch	Attachment	
53	10570/52a	2. Palestine Jewish Colonization Association Ltd.	Mortgage & temporary attachment	

10 (In Case No. 111/Nufei'at)

Arab en Nufei'at, 3rd January, 1940.

The evidence given in Case 12/Nufei'at concerns the land in dispute in this case as well and no further evidence is required concerning cultivation by individuals. Evidence concerning the general claim to have used the land for camping sites, grazing land, woodcutting areas, and allied uses is recorded in the record of case———Nufei'at.

(Sgd.) CECIL KENYON.

Arab en Nufei'at, 3rd January, 1940.

20 Mr. KAISERMAN :—I ask for this case to be consolidated with Cases Nos. 12, 25, 27, 67, 68, 70, 73, 75, 76, 82, 85, 90, 91, 101, 108 and 110, for the defence.

S.O. RULING :—Agreed.

Hadera, 3.1.40.

No. 22.

Case No. 82/Nufei'at—Consolidation Order.

BEFORE THE SETTLEMENT OFFICER,
HAIFA SETTLEMENT AREA.

<i>Cl. No.</i>	<i>P.P. No.</i>	<i>Plaintiff :—</i>	<i>Share.</i>
30	444	The Village Settlement Committee of Arab en-Nufei'at	In whole
	„ /35a		
	„ /36a		
	„ /37b		
	„ /38b		
	„ /39a		

No. 22.
Case No. 82/ Nufei'at Consolidation Order 8.1.40.

No. 22.	Cl. No.	P.P. No.	Plaintiff (contd.)	Share.
Before the Settlement Officer, Haifa.		10572/13r		
		„ /1d		
		„ /1f		
		„ /2a		
Case No. 82/ Nufei'at Consolida- tion Order 8.1.40— <i>continued.</i>		10573/2c		
		„ /3a		
		10581/2-7		
		„ /9-17		
		„ /16a		10
<i>Defendants :—</i>				
	35 (In Case No. 111/Nufei'at) 286	10570/34a	1. Aharon Samsonov ... 2. Rahel Samsonov ... 3. Penina Samsonov ... 4. Ofira Samsonov Neiderman 5. Aryé Samsonov ...	In whole 1 1 1 1
		10581/11		
	36	10570/35a		
	37	10570/36a	6. Moshe Goldenberg ... 7. Yehezkel Goldenberg ...	Out of 4 1 1
				20
	39 In Case No. 111/Nufei'at) 41 (In Case No. 111/Nufei'at) 22 (In Case No. 111/Nufei'at) 88 (In Case No. 2/Nufei'at) 291 (In Case No. 25/Nufei'at) 95 (In Case No. 11/Nufei'at) 82 (In Case No. 12/Nufei'at)	10570/37b 10570/38b 10570/39a 10572/1d „ /1f 10581/16 „ /16a 10572/13r 10572/2a	8. Noah Milner ... 9. Mordekhai Ben Binyamin Rodin 10. The Government of Palestine 11. Alexander Aharonson ...	Out of 2 In whole In whole In whole
				30
				40

	<i>Cl. No.</i>	<i>P.P. No.</i>	<i>Defendants (contd.)</i>	<i>Share</i>	<i>No. 22.</i>
	124 (In Case No. 25/Nufei'at)	10573/2c	12. Hadera Founders Association	In whole	Before the Settlement Officer, Haifa.
	277 (In Case No. 111/Nufei'at)	10581/2			
	103 (In Case No. 25/Nufei'at)	10573/3a	13. Levi Yits-haq Madoursky ...	In whole	Case No. 82/Nufei at Consolidation Order 8.1.40—
10	278 (In Case No. 111/Nufei'at)	10581/3	{ 14. Tanhum Hankin 1		<i>continued.</i>
			{ 15. Mendel Hankin 1		
				Out of	2
			{ 16. Tsevi Yuval 1		
			{ 17. Zeev Yuval 1		
			{ 18. Yerahmiel Yuval 1		
	279	10581/4	{ 19. Lea Lubin 1		
			{ 20. Pesia Bernitski 1		
20			{ 21. Henya Segal 1		
			{ 22. Yona Zaltsman 1		
				Out of	7
	280	10581/5	23. Haiyim Labutskin	In whole	
	281 (In Case No. 111/Nufei'at)	10581/6	24. Eli'ezer Beloch	In whole	
			{ 25. Geita Hasman 4		
			{ 26. Hana Hasman 1		
	282	10581/7	{ 27. Batya Yuval (Hasman) 1		
30			{ 28. Leib (Luba) Hasman 1		
			{ 29. Ya'aqov Hasman 1		
				Out of	8
	284	10581/9	30. Aharon Tsevi Aharonson ...	In whole	
	285	10581/10	{ 31. Haiyim Ben Mordekhai Rotman	5	
			{ 32. Nahman Rotman 3		
				Out of	8
			{ 33. David Kastel 1		
			{ 34. Moshe Kastel 1		
			{ 35. Shabetai Kastel 1		
40	287	10581/12	{ 36. Avraham Kastel 1		
	292	" /17	{ 37. Simha (Bekhora) Mizrahi 1		
			{ 38. Mazal Bekhar 1		
			{ 39. Malka Scheinman 1		
				Out of	7

No. 22.	Cl. No.	P.P. No.	Defendants (contd.)				Share
Before the Settlement Officer, Haifa.	288	10581/13	{40.	Feiga Kohenstock	1
			{41.	Sima Hut-Ori	1
						Out of	2
Case	289	10581/14	42.	Tanhum Frank	In whole
No. 82/ Nufei'at Consolida- tion Order 8.1.40— continued.	290	10581/15	43.	Efraim Sternin	In whole
	(In Case No. 25/Nufei'at)						

Mr. KAISERMAN :—I ask for this Case to be consolidated with Cases Nos. 12, 25, 27, 67, 68, 70, 73, 75, 76, 81, 85, 90, 91, 101, 108 and 110, for 10 the defence.

S.O. Ruling :—Agreed.

(Sgd.) CECIL KENYON.

Hadera, 2.1.40.

Hadera, 8th January, 1940.

Present : ANAS EFF. KHAMRA, representing the Plaintiff.

Mr. J. KAISERMAN, representing the Defendants 1-9, 11-43.

ANAS EFF. KHAMRA :—Our claim is that the land is masha' and our evidence and statements in Case 12/Nufei'at concern this land and I ask for our statements and evidence to be taken into consideration in this 20 case and the decision given accordingly.

Agreed.

(Sgd.) CECIL KENYON.

Hadera, 8.1.40.

No. 23.

No. 23.

Case No. 85/Nufei'at—Consolidation Order.

Case
No. 85/
Nufei at
Consolida-
tion Order
2.1.40.

BEFORE THE SETTLEMENT OFFICER,
HAIFA SETTLEMENT AREA.

Cl. No.	P.P. No.	Plaintiffs :—	Share
447	10572/13q	The Village Settlement Committee of Arab en-Nufei'at.	In whole 30

Defendant :—

95	10572/13q	Alexander Aharonson	In whole
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(In Case No. 11/Nufei'at)

Mr. KAISERMAN :—I ask for this case to be consolidated with Cases

Nos. 12, 25, 27, 67, 68, 70, 73, 75, 76, 81, 82, 90, 91, 101, 108 and 110, for the defence. No. 23.

S.O. RULING :—Agreed.

(Initialled) C.K.

Hadera, 2.1.40.

Before the
Settlement
Officer,
Haifa.

Hadera, 8th January, 1940.

Case
No. 85/
Nufei'at
Consolida-
tion Order
2.1.40—
continued.

Present :—ANAS EFF. KHAMRA, representing the Plaintiff.

Mr. J. KAISERMAN, representing the Defendant.

ANAS EFF. KHAMRA :—Our claim to this parcel planted with
10 eucalyptus is part of our general claim and our statements in case
———Infi'at are applicable to our claim to this land and I ask for those
statements to be considered in this case.

Agreed.

(Sgd.) CECIL KENYON.

Hadera, 8.1.40.

No. 24.

No. 24.

Case No. 90/Nufei'at—Inspection Report.

Case
No. 90/
Nufei'at
Inspection
Report
23.10.39.

BEFORE THE SETTLEMENT OFFICER,
HAIFA SETTLEMENT AREA.

	Cl. No.	P.P. No.	Plaintiff :—	Share
20	452	10573/23c	The Village Settlement Committee	In whole
		„ /24	of Arab en-Nufei'at	
		10582/3-31		
			Defendants :—	
	123	10573/23c	{1. Levi Yitshaq Shneerson ...	1
	(In Case No.		{2. Mendel Shneerson ...	1
	25/Nufei'at)			
			Out of	2
30	105	10573/24	} 3. The Government of Palestine	In whole
	(In Case No.			
	25/Nufei'at)			
	296	10582/5		
		„ /31		
	294	10582/3	4. Haiyim Ben Shaul Rotman	In whole
	295	10582/4		
	297	10582/6	5. Haiyim Weinstein ...	In whole

No. 24.	Cl. No.	P.P. No.	Defendants (contd.)	Share
Before the Settlement Officer, Haifa Settlement Area.	298 (In Case No. 89/Nufei'at)	10582/7	{ 6. Harry (Tsevi) Shargarodsky 7. Samuel Shar (Yehoshua Shargarodsky) 8. Wolf Sherry (Zeev Shargarodsky)	1 1 1 <hr/>
			Out of	3
	299 (In Case No. 89/Nufei'at)	10582/8	{ 9. Shelomo Shargarodsky ... 10. Natan Nata' Lerman ... 11. Nata' Moshe Lerman ...	In whole 2 1 <hr/>
	300	10582/9		10
Case No. 90/ Nufei'at Inspection Report 23.10.39— <i>continued.</i>	301	10582/10		2 1 <hr/>
			Out of	3
	302	10582/11	12. Zehava Shapira ...	1
	303	„ /12	13. Shoshana Fried ...	1
			14. Haviva Blumberg ...	1
			15. Yehudit Shapira ...	1
			16. Shulamit (Shapira) Ben- Yehuda	1 <hr/>
			Out of	5
	304 (In Case No. 89/Nufei'at)	10582/13	17. Noah Milner ...	In whole
	305	10582/14	18. Yefet Milner ...	In whole
	306	10582/15	19. Simha Ambash ...	In whole
	307	10582/16	20. Ya'aqov Pilossof ...	In whole
	308 (In Case No. 89/Nufei'at)	10582/17	21. Matityahu Nahumi ...	In whole
	309	10582/18}	22. Moshe Lubin ...	1
	310	„ /19}	23. Nahman Lubin ...	1 <hr/>
			Out of	2
	311 (In Case No. 89/Nufei'at)	10582/20	24. Ya'aqov Ben Shaul Rotman	In whole
	312	10582/21	{ 25. Yosef Rotman ... 26. Zalman Rotman ...	1 1 <hr/>
			Out of	2

	<i>Cl. No.</i>	<i>P.P. No.</i>	<i>Defendants (contd.)</i>			<i>Share</i>	<i>No. 24.</i>
	313	10582/22	{ 27. 'Imanuel Shahar			3	Before the Settlement Officer, Haifa Settlement Area.
			{ 28. Shraya Shahar			3	
			{ 29. Miryam Shahar			2	
				Out of		8	
	314	10582/23	{ 30. Avigdor Ficher			2	Case No. 90/ Nufei'at Inspection Report 23.10.39— <i>continued.</i>
			{ 31. Shelomo Ficher			1	
			{ 32. Helena Ficher			1	
				Out of		4	
10	315	10582/24	33. David Schleisinger			In whole	
	316	10582/25	34. David Levutskin			In whole	
	(In Case No. 89/Nufei'at)						
	317	10582/26	35. Zeev Darjewitz			In whole	
	(In Case No. 89/Nufei'at)						
	318	10582/27	36. Penina (Schmidt) Blumrosen			In whole	
	319	10582/28	{ 37. Haya (Zivik) Ariel			6	
			{ 38. Uriya Zivik			1	
				Out of		7	
20	320	10582/29	39. Yona Gurevitch			In whole	
	(In Case No. 89/Nufei'at)						
	321	10582/30	40. Zeev Gurevitch			In whole	
	(In Case No. 69/Nufei'at)						

23rd October, 1939.

Land inspected in the presence of parties as set out in Case 70/Nufei'at. Found to consist of small rolling hills with depressions between them covered with sarris. Few carob trees and scattered bushes. No trace of cultivation except near the orange groves of Nissim : plot of land cultivated with vegetables. Signs of camping places and evidence that sarris had been uprooted recently. No one of the hollows completely cleared of sarris. Soil, black light, and sandy towards the west. No defined track or pathways or cemeteries.

(Sgd.) CECIL KENYON.

24th October, 1939.

Present : Same parties as in Case 70/Nufei'at.

ANAS EFF. on behalf of the MAMUR AWQAF :—I state we have no claim to the land in dispute : on behalf of the V.S.C. the same plea as 70/Nufei'at.

No. 24.

Before the
Settlement
Officer,
Haifa
Settlement
Area.

Case
No. 90/
Nufei'at
Inspection
Report
23.10.39—
continued.

Plaintiffs'
Evidence.
Eli el
Ahmad
24.10.39.

Plaintiffs' Evidence—Eli el Ahmad.

1st Witness : ALI EL AHMAD. Aged 65 years, of Arab Nufei'at.

I have lived here all my life, and known the hollow near the eucalyptus. (S. of 10/AN.) It is used for cultivation : the high land was used for camping and grazing land. I cultivated the arable land myself. The last time I cultivated the hollow was four to five years before 1929. Barley, wheat and water melons alternately. Before I came to the land it was cultivated. The land is masha' and I was not entitled to sell it. I paid tithe and nothing else. The land is masha' for all the Arab en Nufei'at. I used to camp here and my animals grazed here. 10

*Examined by S.O. :—*I cultivated the land for about 10 to 15 years. Mohammad es Mahsin cultivated after me. I do not remember who ploughed before me. I cultivated the land before the eucalyptus trees were grown. They are in the masha' land. The site of the eucalyptus was covered with saris. There was much vacant land and anyone could take what they wanted. There was no system of distribution of land. There were never any disputes concerning the allotment of the land. As far back as I remember the system in vogue was for any person who saw a piece of vacant land to use it, so I adopted the same procedure. No one ever interfered with my use of the land. 20

*Re-examined by ANAS EFF. :—*The eucalyptus were planted when there was a quarrel between the Jews and Arabs, and the orange grove was planted at the same time.

Mohammad
el Mahsin
24.10.39.

Plaintiffs' Evidence—Mohammad el Mahsin.

2nd Witness for V.S.C. : MOHAMMAD EL MAHSIN. 40 years. Living at Arab en Nufei'at. I have lived here all my life, and know the land in dispute. The hollows were cultivated with barley, wheat and melons. I cultivated the land before 1929, it is masha' of the Arab en Nufei'at ; it is not my own land. The tithe was paid by me. The land was cultivated before I came to the land by Ali Ahmad. No one disputed my possession. 30

*Examined by S.O. :—*I cultivated the land about five years before the prevention, after the eucalyptus was planted. I told 'Ali Ahmad that I wanted to cultivate winter crops, so he left the land. This was an arrangement between us. I did not consult any other masha' share-owner. There was plenty of land fit for cultivation and Ali Ahmad went to another plot. All the cultivable land was cultivated.

Witness is unable to explain how he came into cultivation of the land without displacing any other cultivator.

Plaintiffs' Evidence—Abd el Fattah el Hasari.

No. 24.

ABD EL FATTAH EL HASARI. *3rd Witness for Plaintiff.* On oath. About 38 years. Living at Arab en Nufei'at. I planted the land in front of us (West of 10/AW) and have done so for about 18 to 20 years. It is masha' for the Arab en Nufei'at. The well is for the Arabs and the one inside the garden is for vegetables. The land belongs to all the Arabs. I have a partner Abdullah Mustafa.

Before the
Settlement
Officer,
Haifa
Settlement
Area.

- Examined by S.O.:*—I am a member of the Arab en Nufei'at. Before I cultivated the land my father did so. He died before the war.
- 10 My father cultivated the land immediately before me. I was not prevented from cultivating the land. I had no order from the S.O. I paid tithe when I entered the land, and then stopped payment. By agreement with the Arabs I used the land. There are about 40 cultivators. Some of the Arabs work as partners, some as labourers. I put the fence there about nine years ago. I make no contribution to the Arabs for the land I use. This locality is Mulleisa. All the land was cultivated from 10 to 15 years ago. People changed their plots by exchange. Exchanges were done openly.

Case
No. 90/
Nufei'at
Inspection
Report
23.10.39—
continued.

Plaintiffs'
Evidence.
Abd el
Fattah
el Hasari
24.10.39.

Plaintiffs' Evidence—Abdulla Mubarak.

- 20 *4th Witness for V.S.C.:* ABDULLA MUBARAK. On oath. Aged 45 years. Living at Arab en Nufei'at. I know the land in dispute. It was cultivated by me with barley and melons. The land was cultivable, taxes paid by me. Mulleisa locality; it is masha'. The consent of the Arabs was required. The high land was used as grazing land and camping place and woodcutting areas. I know the land to have been cultivated for 30 years.

Abdulla
Mubarak
24.10.39.

- Examined by S.O.:*—I cultivated the land 15 years, up to the prevention order. [Witness amends his statement and says he ceased to cultivate 1½ years before the prevention order.] Witness amends his
- 30 statement again and says the land was fallow. I cultivated the land during the war, my father's family cultivated before me. Perhaps there are from 70 to 100 cultivators. We used to hold meetings to decide what plots should be cultivated. All the land was cultivated. Exchanges used to take place publicly at the beginning of each season. We had plenty of land and anyone could take a piece who so wanted. I cultivated alone, my neighbour was Haj 'Ali Abdulla.

Plaintiffs' Evidence—Ali Hassan es Saiyid.

Ali Hassan
es Saiyid
24.10.39.

- ALI HASSAN ES SAIYID. On oath. Aged 25. Living at Arab en Nufei'at. Mukhtar. I was born here. And know Saris Ghartisya and
- 40 have been there with my brother cultivating the land. It is masha' and belongs to the Arab en Nufei'at. It was cultivated by us before the prevention order. We have a share of 629 masha' owners, and have no objection if the land is registered in the name of the Arab en Nufei'at. As

No. 24.

Before the
Settlement
Officer,
Haifa
Settlement
Area.

Case
No. 90/
Nufei'at
Inspection
Report
23.10.39—
continued.

Plaintiffs'
Evidence.
Ali Hassan
es Sayid
24.10.39—
continued.

far as I remember my brother and myself cultivated for three years. My father cultivated before me for a time. I cannot remember. It has always been cultivated.

Examined by S.O.:—My intention is that the land of Arab en Nufei'at should be recorded in the names of 639 persons only and not all the Arabs. I do not know how many persons remain without rights. We fixed the number of shares by calculating the inheritance from the original Arabs. We do not admit strangers. We were asked to submit a schedule by the S.O. and that is how the shares were fixed. I do not know how many shares there were before the schedule. The division used to be based on the number of living souls. Ten years ago the number of shares was unknown. The land used never to be distributed: everyone cultivated as much as he could, whenever he could: there was no proper system. There were never any difficulties over the cultivation, our lands were wide and there was plenty for everyone. My brother paid the tithe: no other sums were paid by us for the land, nor did we make any contribution to the tribe. 10

Mahmud
'Atiya
24.10.39.

Plaintiffs' Evidence—Mahmud 'Atiya.

MAHMUD 'ATIYA. On oath. Aged 55 years. Living at Arab en Nufei'at. I was born here and know the land in dispute Soret Gharbi. It is cultivated by me as my own property: the land is masha': the produce is mine. Taxes were paid by me. It has been cultivated for about 20 years by me up to 1929. Before me Sa'ad Dilan used the land. Ali Hassan cultivated in the same Joret. I have no objection to the registration of the land in the name of the Arab en Nufei'at. I could not sell the land. The sides of the hollows were used as grazing land, camping sites. 20

Examined by S.O.:—The land was used for camping at summer time. We ceased to camp when we ceased to cultivate the land, after 1929.

Muhammad
Haj 'Ali
Abdulla
24.10.39.

Plaintiffs' Evidence—Muhammad Haj 'Ali Abdulla.

MUHAMMAD HAJ 'ALI ABDULLA. On oath. Aged 29 years. Living at Arab en Nufei'at. I was born here, and know the Joret to the south-west; we used to cultivate it. My father cultivated the land, for how long I do not know. Our neighbour was Abdulla Mubarak: he was on the east. The cultivation was in the hollow, the high land was not cultivated. I can remember it being cultivated for about 19 years. The land is masha'. 30

Examined by S.O.:—My father employed ploughmen. Some of them used to receive 1/4 produce, others got wages. Hussein 'Atta and Mustafa Masoud. They were from the Arab en Nufei'at. They were old members of Arab en Nufei'at. They had shares in the masha' but being poor they had no animals to cultivate the land. 40

Case adjourned for expert to give his opinion on the cultivation of the land.

Consolidation Order.

MR. KAISERMAN :—I ask for this Case to be consolidated with Cases Nos. 12, 25, 27, 67, 68, 70, 73, 75, 76, 81, 82, 85, 91, 101, 108 and 110, for the defence.

S.O. RULING :—Agreed.

Hadera, 2nd January, 1940.

No. 24.

Before the
Settlement
Officer,
Haifa
Settlement
Area.

Case
No. 90/
Nufei'at
Inspection
Report
23.10.39—
continued.

Consolida-
tion Order
2.1.40.

No. 25.**Case No. 91/Nufei'at—Inspection Report.**

No. 25.

Case
No. 91/
Nufei'at
Inspection
Report
24.10.39.

BEFORE THE SETTLEMENT OFFICER,
10 HAIFA SETTLEMENT AREA.

<i>Cl. No.</i>	<i>P.P. No.</i>	<i>Plaintiff :—</i>	<i>Share</i>
453	10573/25c	The Village Settlement Committee of Arab en-Nufei'at.	In whole

Defendant :—

105 (In Case No. 25/Nufei'at)	10573/25c	The Government of Palestine ...	In whole
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24th October, 1939.

See Inspection Report—Case 25/Nufei'at.

20 27th October, 1940.

(Sgd.) CECIL KENYON.

No. 26.

Before the
Settlement
Officer,
Haifa.

No. 26.

Case No. 101/Nufei'at—Consolidation Order.

BEFORE THE SETTLEMENT OFFICER,
HAIFA SETTLEMENT AREA.

Case
No. 101/
Nufei'at
Consolida-
tion Order
2.1.40.

<i>Cl. No.</i>	<i>P.P. No.</i>	<i>Plaintiff :—</i>	<i>Share</i>
463	10583/8	The Village Settlement Committee	In whole
	„ /9f	of Arab en-Nufei'at	
	„ /111		
	„ /14a		
	„ /15		10
	„ /16		
<i>Defendants :—</i>			
324	10583/8	1. Yesha'ya Ben Shemuel Slik	do.
325	10583/9f	2. The Government of Palestine	do.
(In Case No. 73/Nufei'at)			
327	10583/111	3. Hadera Founders Association Ltd.	do.
(In Case No. 40/Nufei'at)			
331	10583/15		20
330	10583/14a	4. Shemuel Sternin	do.
332	10583/16	5. Yitshaq Okrainetz	do.
<i>Third Party :—</i>			
332	10583/16	Keren Hayesod Ltd.	Mortgage

Mr. KAISERMAN :—I ask for this case to be consolidated with Cases Nos. 12, 25, 27, 67, 68, 70, 73, 75, 76, 81, 82, 85, 90, 91, 108 and 110, for the defence.

S.O. RULING :—Agreed.

Hadera, 2.1.40.

(Intd.) C.K. 30

Hadera, 8th January, 1940.

Present :—ANAS EFF. KHAMRA, representing Plaintiffs.

Mr. J. KAISERMAN, representing the Defendants 1, 3, 4, 5.

Defendant 2 and Third Party not present.

ANAS EFF. KHAMRA :—The land in dispute in this case is part of our general claim to masha', and the evidence and statements given in Case——— Nufei'at apply to this land and I ask for them to be considered in this case and the decision to be delivered accordingly.

Agreed.

Hadera, 8.1.40.

(Sgd.) CECIL KENYON. 40

No. 27.

Case No. 108 Nufei'at Proceedings.

BEFORE THE SETTLEMENT OFFICER,
HAIFA SETTLEMENT AREA.

No. 27.

Before the
Settlement
Officer,
Haifa.

Case
No. 108/
Nufei'at
Proceedings
2.1.40.

<i>Cl. No.</i>	<i>P.P. No.</i>	<i>Plaintiff :—</i>	<i>Share.</i>
470	10579/3a	The Village Settlement Committee	In whole
	„ /4a	of Arab en-Nufei'at.	
	„ /5a		
	„ /6a		
	„ /8a		
10	10584/1b		
	„ /2b		
	„ /3-12		
	10585/1a		
	„ /4f		
<i>Defendants :—</i>			
236	10579/3a	1. Efraim Sternin	In whole
(In Case No. 69/Nufei'at)			
20 237	10579/4a	2. Ester Shneerson	do.
238	10579/5a	3. Haiyim Ben Shaul Rotman...	do.
239	10579/6a	4. Shelomo Shargarodsky ...	do.
(In Case No. 69/Nufei'at)			
241	10579/8a	5. Penina (Schmidt) Blumrosen	do.
(In Case No. 69/Nufei'at)			
333	10584/1b	6. The Government of Palestine	do.
(In Case No. 69/Nufei'at)	„ /12		
30 347	10585/1a		
(In Case No. 110/Nufei'at)			
334	10584/2b	7. Dov Yemini	1
(In Case No. 69/Nufei'at)		8. Zeev Lipkus	1
			—
335	10584/3	9. Dov Ben Avraham Lavitas... Out of	2
(In Case No. 69/Nufei'at)			In whole
40 336	10584/4	10. Tanhum Frank	do.
(In Case No. 69/Nufei'at)			
337	10584/5	11. Tsevi Elhanan Guterman ...	do.

No. 27.	Cl. No.	P.P. No.	Defendants :—	Share.
Before the Settlement Officer, Haifa.	338	10584/6	12. Hadera Founders Association Ltd.	do.
	341	10584/9		
	342	„/10		
	349	10585/4f		
Case No. 108/ Nufei'at Proceedings 2.1.40— <i>continued.</i>	339	10584/7	13. Fania (Feige) Spiro ...	2.326
			14. Tania Razemovska ...	3.487
			15. Rachel (Ru) Soikanen ...	3.487
			16. Yitzhaq Lamburg ...	18.600
				27.900
	340	10584/8	17. Shim'on Zehavi ...	In whole 10 do.
	343	10584/11	18. The Palestine Agudat Neta'im Ltd.	

Hadera, 2nd January, 1940.

Present : ANAS EFF. KHAMRA }
OSMAN EFF. BUSHNAQ } Representing Plaintiff.
Mr. KAISERMAN, representing Defendants.

Plaintiffs'
Evidence.
Ali Eff.
Hassan
es Saiyid
2.1.40

Plaintiffs' Evidence—Ali Eff. Hassan es Saiyid.

1st Witness for Plaintiffs : On Oath. ALI EFF. HASSAN ES SAIYID. Aged 25. Mukhtar of Arab en Nufei'at. The land in dispute is bounded as follows : W.—Masha', grazing land ; E.—High land separating my plot from Mustafa Masaud ; N.—Masha' ; S.—Waste land. The land is a hollow lying among the hills. It was cultivated with barley and wheat and my brother and myself cultivated the land for four years after the death of my father Hassan es Saiyid. I cannot say for how many years my father cultivated, whether more or less than ten years. I cannot say. The land belongs to the Arabs and is their masha' and we are not entitled to claim it as our separate property. Mustafa Masaud cultivated the land all the time my brother and I were there (four years); do not know the area of the land. Our plot is about 20 dunums and our joint possession, our father and ours is over ten years. 20

*Examined by Mr. KAISERMAN :—*I do not recognise the seal in Exhibit V. I can only read Hassan. Exhibit W. I read (Hassan Leid rûs Arab Lufein), and do not know what it means. My father was illiterate and could not write. Exhibit X. The seal is Hassan es Saiyid, Mukhtar 1st of Arab en Nufei'at, but I have never seen my father's seal Exhibit Y. The seals read Hassan Saiyid, 1st Mukhtar of Arab en Nufei'at, but I have never seen it. I never saw the seals of my father. 30

*Examined by S.O. :—*The masha' is very old, every member of the tribe has a right in the tribe. Some years ago we drew up a list of 639 members who had rights in the masha'. By masha' each member of

the tribe has a share in the lands of Arab en Nufei'at. By share we mean that a man is entitled to cultivate, to graze, to cut wood, to camp, to water his animals, to pass along the lands. When we cultivated we used all the uncultivated part was used for other purposes. I believe that since we have always used the land and been there a long time, that the land is ours. The mafruz has been in the individual possession of persons from time immemorial. I cannot say how parts of the land became mafruz and parts masha'. Both the mafruz and the masha' parts have been cultivated for the same time. Persons are not allowed to hold permanent holdings in the masha', only the mafruz may be so held, and has been from time immemorial.

(Sgd.) CECIL KENYON.

Hadera, 2nd January, 1940.

The evidence given above by the witness concerns the land in dispute in Case 108/Nufei'at as well as this case.

(Sgd.) CECIL KENYON.

Arab en Nufei'at,
3rd January, 1940.

Arab en Nufei'at, 3rd January, 1940.

20 Present : ANAS EFF. KHAMRA } Adv., representing the V.S.C. of Arab en
OSMAN BUSHNAQ } Nufei'at.
Mr. SCHNEERSON, Member of V.S.C. of Hadera.

Plaintiffs' Evidence—Abd er Rahman Ali Muhalak.

2nd Witness—On oath. ABD ER RAHMAN ALI MUHALAK. Aged 40 years. Living at Arab en Nufei'at. Cultivator. I know the land near Birket Atta and cultivated there. N.—Mafruz land; S.—Masha' uncultivable; W.—do.; E.—do.: area 25 dunums. The lands belong to the Arabs as masha'. I grew barley and melons on the land. My father cultivated the land for many years and myself for 10 years before the prevention order. No one interfered with us in our possession of this land. We paid tithes and no other payment of any kind for the land. The land is masha' and I have no objection to it being registered in the name of the Arabs.

Examined by S.O.:—Mustafa Mas'aud is the owner of the mafruz parcel North of our land. The mafruz and masha' were both cultivated at the same time for the same periods. Every year the land was cultivated by me and by my father before me, and never left fallow. Sarakhiya is about 25 dunums and the size of my land. I only estimate my land to be 25 dunums, I only know it to be larger, but smaller than that of Mustafa.

40 My father died 7 years ago, he was weak and unable to work for 15 years or so before he died; he ceased to cultivate immediately after the war. My brother Mohammad is older than I am and cultivates the land jointly with me.

No. 27.
Before the
Settlement
Officer,
Haifa.

Case
No. 108/
Nufei'at
Proceedings
2.1.40—
continued.

Plaintiffs'
Evidence.
Ali Eff.
Hassan
es Saiyid
2.1.40.—
continued.

Abd er
Rahman Ali
Muhalak
2.1.40.

No. 27.

Mr. KAISERMAN appears 11.45.

Before the
Settlement
Officer,
Haifa.

Plaintiffs' Evidence—Mohammad Ali el Milhem.

Case
No. 108/
Nufei'at
Proceedings
2.1.40—
continued.

3rd Witness. On oath. MOHAMMAD ALI EL MILHEM. Aged 45. Arab en Nufei'at. Cultivator. I know the land in dispute and cultivate a plot there. W.—Ridge ; S.—Road ; E.—Dhabi, grazing land ; N.—Ridge and saris, grazing land. Area about 25 dunums cultivated with barley and melons. My father used the land for all his lifetime. The land is the property of Arab en Nufei'at in masha'. We paid tithes and have receipts with Mahmud el Madi ; no one disturbed us in our possession.

Plaintiffs'
Evidence
Mohammad
Ali el
Milhem
2.1.40

Examined by Mr. KAISERMAN :—Hassan es Saiyid and Ali Abdulla 10 were both Mukhtars of Arab en Nufei'at.

Examined by S.O. :—We cultivated the land every year ; sometimes we left it fallow, at least in my father's time. It was 14 years ago my father grew too old to work. My father cultivated the land after the war, for many years. He was weak for ten years before the prevention order and has been dead 7 years. I know the area is 25 dunums. I have no idea how large Birkat Sharakhiya is, it might be 30 to 40 dunums, the Birket may be twice as big. I know the land of Mustafa Masaud, it is mafruz. Between our land there is saris, a ridge covered with carob, etc., 100 metres away.

20

Ali Abu
Tamam
2.1.40.

Plaintiffs' Evidence—Ali Abu Tamam.

4th Witness. On oath. ALI ABU TAMAM. Aged 70 years. Living at Arab en Nufei'at. Cultivator. I live at Arab en Nufei'at and cultivated in the locality Barret Atta. E.—Ard el Masaud ; W. S. and N.—Masha' grazing land. The area is about 3 keils and it belongs to the Arab en Nufei'at in masha'. I cultivated the land for 5 or 6 years before my father died 20 to 30 years ago. I cannot say how long I cultivated the land but did so every year until the prevention order and paid taxes.

Examined by Mr. KAISERMAN :—I know Hassan es Saiyid : he was a Mukhtar and a fine man. My father died after the Jews arrived in 30 Hadera. I was then a grown man, unmarried. I worked for Meirson as a labourer on the water pump during the war whenever the motor was running. In summer time I worked daily, my work lasted two years. I know Ahmad bey and Mustafa Bey of Qisariya, and met them there and in Nufei'at.

Examined by S.O. :—The land has always been cultivated as far as I remember. I have seen other land cultivated in the masha'. I think the land of Milhem is to the east but do not know the boundaries.

Witness knows nothing about adjoining boundaries but first declares he knows all the plots and boundaries and then states he is unable to 40 describe them. There were no crops on the ground at the time of the prevention order. I did not apply for an interim order.

Plaintiffs' Evidence—Abd er Rahman Masuad.

No. 27.

5th Witness for Plaintiff. ABD ER RAHMAN MASUAD. 40 years. Before the Settlement Officer, Haifa.
Living at Arab en Nufei'at. Cultivator. I know the land in dispute for all my life ; it is our land and I have a plot there cultivated with barley, melons. Taxes were paid by me, tithe, and no other payments were made. The land was used by me for five years and before that my father had it all his life.

Case
No. 108/
Nufei at
Proceedings
2.1.40—
continued.

*Examined by Mr. KAISERMAN :—*I have a mafruz parcel, about 50 dunums, in the masha' about 25 dunums. The mafruz is cultivated in the same manner as the masha'. I obtained it from my father. My mafruz goes to my children, my masha' to the people that are alive.

Plaintiffs'
Evidence.
Abd er
Rahman
Masuad
2.1.40.

*Examined by S.O. :—*My father died after the war, before I was married. I cannot say how long. I cultivated the land one year during the lifetime of Sheikh Hassan and continued after his death. I never paid Sheikh Hassan khums. The land was not his. My parcel is half the size of Birkat Sarakhiya.

Witness walks and defines about 17 dunums.

My parcel may be a little larger than the area I have walked around.

The parcel of Ali Tamam is about the same size as mine, the parcel of Muhammad is smaller, about 20–22 dunums.

Plaintiffs' Evidence—Nasir Khawali.

Nasir
Khawali
2.1.40.

6th Witness. On oath. NASIR KHAWALI. Aged 55 years—living at Arab en Nufei'at. Ploughman. (This witness is not younger than 70 years—C.K.) :—I know Barrat Atta, and cultivated there, all my cultivation was in that locality. N.—Mahmud 'Atiya ; W.—Sands, white ; S.—Abu Samara ; E.—Grazing land. 10 keils in extent : cultivated with wheat, turmus, for about 35 years. Masha' of the Arab en Nufei'at. I paid taxes to the Government.

*Examined by Mr. KAISERMAN :—*I remember the Jews coming to Hadera. I was a grown man at the time and cultivated the land all the time.

*Examined by S.O. :—*We were cultivating the land in the days of Selim el Khoury and paid taxes to the Government and payments to Selim. We paid our tax to Hassan es Saiyid and he paid to Government. We did not pay Hassan any khums, we gave the tenth for tithe to the tax collector. I had two parts in the miri land west of Atta, one 10 keils and one 6 keils, and lived on the produce of the lands all my life : produce 10–15 keils.

Plaintiffs' Evidence—Mahmud 'Atiya.

Mahmud
'Atiya
2.1.40.

7th Witness. On oath. MAHMUD 'ATIYA. 55 years : living at Arab en Nufei'at. Cultivator. I have known Barrat Atta all my life and cultivated cereals in the area. Boundaries : S.—Nasir Khawali ; E.—Deesh Stawi, Hassan Abd er Rahman ; N.—Aish Muhammad esh Stawi,

No. 27. Hassan el Mubarak ; W.—Eissa Abdulla and Ali Saad. The land is about 8 keils in extent and has been cultivated by me for five years before the war. We paid tithe on the land, no other payments ; the land is masha'. My neighbours cultivated for many years.

Before the Settlement Officer, Haifa.

Case No. 108 Nufei'at

*Examined by Mr. KAISERMAN :—*Hassan es Saiyid was Mukhtar for many years. I do not know Mustafa Bey.

Proceedings 2.1.40—*continued.*

*Examined by S.O. :—*The masha' land is general for all the Arabs. Any person who wishes to cultivate may do so, there is no objection, but he must be a member of the tribe. He may cultivate anywhere he pleases, and this has been going on as long as I remember. I cannot say how the lands became divided into mafruz and masha'. I agree that there is no distinction between some of the masha' and some of the mafruz. The masha' is light soil, the mafruz is heavier ; some of it is light. I know nothing about the registration of the land, the original purchase by the Jews or that the land was sold by Selim el Khoury.

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Plaintiffs' Evidence. Mahmud 'Atiya 2.1.40—*continued.*

Plaintiffs' Evidence—'Issa el Uthman.

'Issa el Uthman 2.1.40.

8th Witness for Plaintiff. 'ISSA EL UTHMAN. Aged 60 years. Living at Arab en Nufei'at. I know the land in dispute and cultivated there about 30 dunums, 8 keils. N.—Ali Mubarak ; W.—Sand dunes S; .—Ali Saad ; E.—Hassan Mubarak. The land was cultivated with wheat, barley and melons. Masha' for the Arabs. My land is mafruz in the masha'. I have been in possession 25 years. I paid tithe.

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*Examined by Mr. KAISERMAN :—*I have another parcel of land, my mafruz, and I have always cultivated there : my father before me. My neighbours cultivate mafruz considered to be masha' and they have no other land. Mafruz is for cultivation, masha' is grazing land, camping sites, etc. Sometimes my land was fallow.

*Examined by S.O. :—*By mafruz in the masha' I mean that I and my family may cultivate it and when I die my sons will inherit the right to continue and cultivate. No one has a right to cultivate the land so long as I live. That is our custom. The Arabs camp on the land when it is fallow. There is no difference between the masha' and mafruz. The Government told us that part of the land was mafruz and part masha' at the time of the prevention order. From time immemorial the masha' has been used for camping, etc. and the mafruz for cultivation. Only settlement has made the distinction, before settlement we cultivated all the lands.

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ANAS EFF. :—When the survey was here they put in the irons and said which was masha' and mafruz. The committee showed the boundaries. I did not know the mafruz and masha' before the settlement. I knew that some of the land was mafruz and some masha'. Mafruz means that the land is allotted. Each person knew his parcel for more than 40 years.

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Hadera, 3rd January, 1940, 3.30 p.m.

No. 27.

Plaintiffs' Evidence—Abd el 'Issa el Hajabi.

Before the
Settlement
Officer,
Haifa.

9th Witness for Plaintiffs. On oath. ABD EL 'ISSA EL HAJABI. 55 years, living at Arab en Nufei'at, Cultivator. I know Birket 'Atta and cultivated a hollow to the west of the Birkat; cultivated barley. Boundaries: S.—Dunes, W.—Mustafa Masuad, N.—Haj Ali Abdulla, E.—Birket Atta. We have always cultivated the land up to the prevention order. I did not cultivate every year. Some years the land was left fallow. The land belongs to the Arabs. Paid taxes, but no
10 other payments on account of the land.

Case
No. 108/
Nufei'at
Proceedings
2.1.40—
continued.

*Examined by Mr. KAISERMÁN :—*The area I cultivate is 15–20 manaeen, about 22½–30 dunums. I have another piece in Atta; it is mafruz; its area is 45–50 manaeen, 67½–75 dunums. The mafruz parcel is owned jointly by me and Fahim Ibrahim. We have animals and cultivated the mafruz from before the war. My brother is dead, and left Fahim and Salih his sons: my brother was the cultivator and I was the shepherd, the same was the position in the masha'.

Plaintiffs'
Evidence.
Abd el
'Issa el
Hajabi
2.1.40.

*Examined by S.O. :—*All the last year I have been in the Hawarith, 'Attil and other places with the cattle. I am a cattle owner and cattle
20 driving is one of my business. I know the road south of the Birkat, and north of the Sand Dunes, and also the trees near the angle iron. The land is part of the masha', and has not been cultivated by anyone since the prevention order. It is masha' and belongs to Saad es Sakka 'Ali Abdulla. Hassan es Saiyid, and Ragheb el 'Abdulla, the last three are dead.

*Re-examined by ANAS EFF. :—*I repeat my boundaries.

Plaintiffs' Evidence—Deeb Shteivi.

Deeb
Shteivi
2.1.40.

10th Witness for Plaintiff : DEEB SHTEIWI. Aged 35 years. Living at Arab en Nufei'at. Cultivator. I know Barrat Atta and used to cultivate there, west of 'Atta, its area is about 40 manaeen, 60 dunums.
30 I still cultivate this land, my father died 15 years ago, he also cultivated. We paid taxes, and no other payments for land. Boundaries: W.—Mahmoud 'Atiya, N.—Husein Abd er Rahman, E.—Abd el Eissa, S.—Grazing land.

*Examined by Mr. KAISERMAN :—*I have a mafruz parcel near Sarakhiya, its area is about 80 dunums, my masha' part is about 30 dunums, the manaim is less than a dunum. I have a camel and a horse, and plough the land with them.

*Examined by S.O. :—*I have had the masha' parcel as long as I remember; it belongs to the Arabs, my mafruz parcel belongs to me.
40 There is no difference to me in the two types of holding, except that the mafruz is my private property and the masha' is not.

Hadera, 3rd January, 1940.

(Sgd.) CECIL KENYON.

No. 27.

Consolidation Order.

Before the
Settlement
Officer,
Haifa.

Mr. KAISERMAN :—I ask for this case to be consolidated with Cases Nos. 12, 25, 27, 67, 68, 70, 73, 75, 76, 81, 82, 85, 90, 91, 101 and 110, for the defence.

Case
No. 108/
Nufei'at
Proceedings
2.1.40—
continued.

S.O. RULING :—Agreed.

Hadera, 3.1.40.

(Initialled) C.K.

Hadera, 8th January, 1940.

Consolidation
Order
3.1.40.

Present :—ANAS EFF. KHAMRA, representing the Plaintiff and V.S.C. of Infiat in person.

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Mr. KAISERMAN, representing the Defendants.

Mr. SHNEERSON and Mr. RUTMAN of Hadera.

No. 28.

No. 28.

Case No. 110/Nufei'at—Proceedings.

Case
No. 110/
Nufei'at
Proceedings
3.1.40.

BEFORE THE SETTLEMENT OFFICER,
HAIFA SETTLEMENT AREA.

<i>Cl. No.</i>	<i>P.P. No.</i>	<i>Plaintiff :—</i>	<i>Shares</i>
472	10575/1c	The Village Settlement Committee of Arab en Nufei'at.	In whole
	10577/2a		20
	„/24a		
	10583/8a		
	„/9g		
	„/11m		
	„/15a		
	„/16a		
	„/17a		
	10584/6a		
	„/9b		
	„/12a		30
	„/16b		
	10585/1-4		

<i>Cl. No.</i>	<i>P.P. No.</i>	<i>Defendants :—</i>	<i>Share</i>	<i>No. 28.</i>
153 (In Case No. 60/Nufei'at)	10575/1c	1. Dov Ber Avraham Levitas ...	In whole	Before the Settlement Officer, Haifa.
186 (In Case No. 73/Nufei'at)	10577/2a	2. Menashe Schwartzstein ...	do.	Case No.110/ Nufei'at Proceedings 3.1.40— <i>continued.</i>
185 (In Case No. 10 (68/Nufei'at)	10577/24a	3. The Government of Palestine	do.	
325 (In Case No. 73/Nufei'at)	10583/9g „ /17a			
333	10584/12a „ /16b			
347	10585/1 „ /3			
324 (In Case No. 20 101/Nufei'at)	10583/8a	4. Yesha'ia Ben Shemuel Slik ...	do.	
327 (In Case No. 40/Nufei'at)	10583/11m	5. Hadera Founders Association Ltd.	do.	
331 (In Case No. 101/Nufei'at)	10583/15a			
338 (In Case No. 108/Nufei'at)	10584/6a			
341 (In Case No. 108/Nufei'at)	10584/9b			
348 (In Case No. 108/Nufei'at)	10585/2			
349	10585/4			
332 (In Case No. 101/Nufei'at)	10583/16a	6. Yits-haq Ikrainitz ...	do.	

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Third Parties :—

332 (In Case No. 101/Nufei'at)	10583/16a	Keren Hayesod Ltd. ...	Mortgage
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No. 28. Arab en Nufei'at, 3rd January, 1940.

Before the
Settlement
Officer,
Haifa.

Evidence taken in Case No. 108/Nufei'at.

Case
No. 110/
Nufei'at
Proceedings
3.1.40—
continued.

The evidence taken in Case 108/Nufei'at also applies to the land in dispute in this case, and no further evidence is offered on the question of cultivation. As to the general claim of the plaintiffs to the land as camping sites, grazing land and woodcutting areas, etc., see the record in Case/Nufei'at.

(Sgd.) CECIL KENYON.

Evidence
taken in
Case

Arab en Nufei'at,
3rd January, 1940.

10

No. 108/
Nufei'at
3.1.40.

Consolidation Order.

Consolida-
tion Order
3.1.40.

Mr. KAISERMAN :—I ask for this case to be consolidated with Cases Nos. 12, 25, 27, 67, 68, 70, 73, 75, 76, 81, 82, 85, 90, 91, 101 and 108, for the defence.

S.O. Ruling :—Agreed.

Hadera, 3rd January, 1940.

No. 29.

No. 29.

Decision
of the
Settlement
Officer,
Haifa.

Case No. 12/Nufei'at, Part II.

**DECISION OF THE SETTLEMENT OFFICER,
HAIFA SETTLEMENT AREA.**

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Case No. 12/
Nufei'at
Part II
21.3.40.

This is a decision given in a number of cases that were consolidated for the hearing of the claims by agreement between the Plaintiffs and Defendants, but which have now been regrouped so that one decision may be given in those cases where the issues are exactly similar. This decision concerns the lands claimed by the Plaintiffs to be their common grazing lands, woodcutting areas and camping sites. No claim to have cultivated any part of the land has been made by the Plaintiffs.

2. In order to make the decision clear a brief history of the Case is given. In 1929 the Settlement Officer recorded claims and commenced the hearing of disputes. On the 30th of July, 1930, in Case 111/29 Parts I and II Infi'at, he gave judgment and defined the area of the Defendants' kushans. The lands were divided into three parts ; one part was found to be mewat land—the property of the Government of Palestine—one part was found to be the registered miri property of the Defendants, and the third part was the registered miri property of another group of landowners. In this decision we are concerned with the land found to be the registered miri property of the defendants. The Settlement Officer's judgment was

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without prejudice to prescriptive claims, if any, to the land within the Defendants' kushans. The judgment became final and its findings cannot be challenged.

The Settlement Officer then went on to hear claims to ownership by prescription and on the 15th of July, 1932, in Case 153/29 Infi'at, he dismissed the Plaintiffs' claims and found in favour of the Defendants. This judgment was appealed to the Land Court and the Supreme Court and in the result was remitted with direction to the Settlement Officer to re-try with an observation that the retrial should, if possible, take place on the land. As the result of this remission over 110 cases were created and they have been retried on the ground.

No. 29.
Before the
Settlement
Officer,
Haifa.
Decision
of the
Settlement
Officer,
Haifa.

3. The Plaintiffs claim ownership by long uninterrupted possession of the land for grazing, woodcutting and camping. In their Memoranda of Claims submitted in 1936 it is stated the land is unregistered ; but this is not so, and consequently the Plaintiffs' claim must rest on Article 20 of the Land Code. The Plaintiffs could not have been unaware of the fact that registrations existed ; since their new claims accepted in 1936 were the direct result of the appeal they had lodged against the Defendants.

Case No.12/
Nufei'at
Part II
21.3.40—
continued.

The facts concerning the registration were ascertained and set out in the judgment in Case 111/29 Infi'at. They are that in 1292 (1880) the Arab en Nufei'at were in possession of the land after paying bedi misl for the cultivated and cultivable lands. They subsequently sold the land to Shaker Pasha, who sold to Selim el Khoury who, finally, sold to the Defendants. Adverse possession by the Plaintiffs can only run from some time after they ceased to be owners, and not from time immemorial as claimed. All the witnesses, except one, for Plaintiffs deny all knowledge of these events, though the transaction did not occur so long ago as to be beyond the memory or knowledge of many of them.

The Plaintiffs deny all knowledge of the former Settlement of Qadima that existed in the heart of the land in dispute, and of which the ruins existed when this litigation first arose.

Plaintiffs also allege that Birket es Sarakhiya is drained by Government though it is common knowledge that the plant is maintained and operated at the expense of the Colonists of Hadera, and members of the Arab en Nufei'at were engaged and paid as labourers.

These specific instances indicate the general unreliability of the Plaintiffs' evidence and show that no great reliance can be placed on any of it, though I do not think the evidence given was an attempt to wilfully deceive the Court but is the natural reaction of persons anxious to establish a difficult claim.

4. Coming to the evidence concerning the use of the land, the Plaintiffs claimed to have camped thereon since time immemorial and this is not challenged. It is their custom to pitch tents in the most convenient and accessible places according to the seasons and the occupations followed at the time. There has been no permanent settlement on any one parcel and they have moved around within the general boundaries of the whole of the land.

No. 29.

Before the
Settlement
Officer,
Haifa.

Decision
of the
Settlement
Officer,
Haifa.

Case No.12/
Nufei'at
Part II
21.3.40—
continued.

As to woodcutting, most of the land is covered with sarris, wild bushes, carobs and some eucalyptus, growing more closely in some parts than in others, with here and there an open space where every bush and tree had been uprooted. The wood is taken for domestic use and not for commercial purposes. In Birket es Sarakhiya the eucalyptus was felled by the Defendants and the Arab en Nufei'at confined their woodcutting to stripping and destroying the stools.

Lastly, there is the claim of grazing. The Arab en Nufei'at own horses, donkeys, camels, herds of goats and flocks of sheep and all these animals graze over the disputed lands and arable lands adjoining after the harvests. Their livelihood is gained from casual labour in Hadera, by cultivation, and by animal breeding. It is obvious that these animals must graze somewhere; but the ownership of cattle does not necessarily confer upon the owner a title to the land used for grazing or pasturage. The right of grazing and pasture is one recognised by the Land Code and English Common Law and must be established by well defined rules. 10

5. These being the facts, the question is whether these uses, either separately or together, constitute possession adverse to the registered owners within the meaning of Article 20 of the Land Code if exercised for the prescriptive period. Article 20 confers upon the possessor the privilege of retaining possession providing occupation of the land has continued without dispute for more than 10 years. Much depends upon the meaning of occupation in this connection and whether that occupation can take forms that exclude cultivation or planting, and consist of grazing, woodcutting and camping. 20

The Article provides that where a person admits having seized and cultivated the land without show of right he cannot acquire a title by prescription. The inference to be drawn from this is that cultivation was the principal form of adverse occupation required for it would be curious if a person admitting seizure of the land could succeed where one who seizes and cultivates the land would fail. If Chapter 1 of the Land Code, Articles 8-35 are read together which concern possession of miri land, it is clear that the continuous use of the land as cultivation is the principal characteristic of miri tenure, and these uses are to be titheable uses. From Chapter 4, Articles 59-90, cultivation was an essential condition for the maintenance of a good miri title. If we turn to the Instructions concerning Tabu Affairs, Article 2, issued for the guidance of Tabu officials soon after the enactment of the Land Code in 1274, we see that title deeds will be issued to persons having no deeds if their prescriptive right on account of having cultivated the land for ten years is established. 40

In view of Article 5 of the Law regulating the right to dispose of immovable property, 30th March, 1329, that extended the lawful uses of miri land, I would not go so far as to say that cultivation is essential today to support a prescriptive claim as the nature of the land may preclude its cultivation, but where, as here, the land is capable of cultivation, and was once cultivated by the Plaintiffs who acquired possession on payment of badl misl, I do not consider the pitching of tents constitutes adverse

possession to upset the title of the registered owner. As to woodcutting and grazing, these rights are recognized by the Land Code. They may be enjoyed, acquired and maintained in accordance with articles to be found in Book II of the Land Code and are no rights that accrue to the public by prescription under Article 20 of the Code.

No. 29.
—
Before the
Settlement
Officer,
Haifa.

6. The Defendants' case is that the Plaintiffs have acquired no prescriptive title. It is admitted that the Arab en Nufei'at have lived on the lands without interruption for many years but that their existence there was permitted as relations between all parties were cordial until this
10 litigation arose. The Arab en Nufei'at moved freely about the lands, were engaged in various occupations in Hadera and lived on the very best possible terms with the colonists. The Defendants have paid the werko as registered owners, have drained the swamps, planted the eucalyptus and exploited the lumber. Because their possession did not expel the Arab en Nufei'at from the land, it does not follow that possession was abandoned. If, for the sake of argument, the Colonists had abandoned the land, it would have become subject to the laws regulating mahlouls and the Plaintiffs would have no title by prescription against the Colonists. The ill-fated attempt to establish Qadima did not encourage the Colonists to develop
20 the land intensively and soon after the first German War had ceased and the areas rid of malaria, this litigation arose. I do not find the Colonists have been neglectful of their right and find they have done all those things that were reasonable to do.

Decision
of the
Settlement
Officer,
Haifa.

Case No.12/
Nufei'at
Part II
21.3.40—
continued.

7. The onus of proving possession is on the Plaintiffs and on the facts and my conclusion as to facts set out in this decision, I find they have failed to do so. Consequently their claim must be dismissed and is hereby dismissed and judgment entered in favour of the Defendants.

Decision written this 18th day of March, 1940, at Haifa.

Hearing fees were assessed on the first action and no order is made
30 in this case; but Defendants are entitled to their costs which are assessed at £P. 20 for the actions dealt with in this decision and an order is made for that amount.

(Sgd.) CECIL KENYON,
*Settlement Officer,
Haifa Settlement Area.*

Haifa, 18.3.40.

Decision delivered on the 21st of March, 1940, in the presence of Plaintiffs and Mr. Cohen appearing by delegation from Mr. Kaiserman for Defendants, with usual notification re appeal.

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(Sgd.) CECIL KENYON,
*Settlement Officer,
Haifa Settlement Area.*

Haifa, 21.3.40.

No. 30.

No. 30.

Before the
Settlement
Officer,
Haifa.

Case No. 12/Nufei'at, Part III.

DECISION OF SETTLEMENT OFFICER,
HAIFA SETTLEMENT AREA.

Decision of
Settlement
Officer,
Haifa.

Case No.12/
Nufei'at
Part III
4.4.40.

This is the third of three decisions concerning the ownership of the land known as the masha' land of the Arab en Nufei'at. The Plaintiffs claim the land as their common camping sites, woodcutting areas, grazing lands and cultivated lands. The difference between this claim and that decided in Part II of this decision is the Plaintiffs' claim to have cultivated parts of the land.

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2. In Part II a brief account is given of the history of this case and here it is only necessary to observe that the Defendants are the registered owners of the land and that the Plaintiffs' claim to ownership rests on a prescriptive right acquired under Article 20 of the Land Code. This claim to ownership was excluded by the Settlement Officer in his decision in Case 111/29 Infi'at and dismissed by him in his decision in Case 153/29 Infi'at given on the 15th of July, 1932. On appeal, this latter decision was set aside and the Case remitted to the Settlement Officer for retrial with the directions that :

- (a) the question of ownership should form the subject of a separate enquiry and each case should be tried on its merits : 20
- (b) the authenticity of any leases relied upon by the Defendants should be proved :
- (c) the retrial should, if possible, take place on the ground.

The first direction refers to the claims to ownership to the arable land now claimed as the mafruz property of individuals which is no part of the common property of the Arab en Nufei'at and has no application in this Case.

The third direction has been followed ; the land was inspected closely, every hollow between the hills which the Plaintiffs claim to cultivate was seen, expert evidence as to cultivation heard on the ground, and every opportunity given the Plaintiffs to direct my attention to any fact or circumstance that might support their claim. 30

3. In Part II of this decision I gave the facts concerning camping; woodcutting and grazing ; my conclusions as to facts and my decision that these uses by the Arab en Nufei'at did not constitute possession adverse to the Defendants. In this, Part III of the decision, I propose to deal with the claim to have cultivated part of the land. The hollows are not cultivated now, and have not been for 11 years when this litigation first commenced and no clear boundary exists to show the limit of any former cultivation. 40 The agricultural expert called by the Plaintiffs declared it to be impossible to say if the hollows were cultivated 11 years ago, or if they had been cultivated for 10 years prior to that, and could say no more than that the hollows were cultivable and appeared to have been cultivated at some time.

Thus a heavy burden is placed on the Village Settlement Committee to prove possession for 10 years prior to 1929 since the commencement of the prescriptive period was at the end of the first German War when conditions in this country were unstable.

No. 30.
—
Before the
Settlement
Officer,
Haifa.

4. The Plaintiffs claim to be in occupation since time immemorial, 200 years has been mentioned, to have cultivated the land in a masha' form, to have paid tithe, to have never made payments for rent either directly or indirectly to anyone and never paid to Hassan es Saiyid, late Mukhtar and Sheikh of the Arab en Nufei'at any money or crops on account
10 of rent. They rely on the possession of one to be possession by all, and first deny that Hassan es Saiyid leased the land from the Colonists of Hadera, or alternatively, that if it is proved he did, then he had no authority to sign any lease on their behalf and his possession as tenant is not possession as tenants by all of them and does not interrupt their prescriptive possession.

Decision of
Settlement
Officer,
Haifa.

Case No.12/
Nufei'at
Part III
4.4.40—
continued.

The Defendants deny any possession by the Plaintiffs is adverse to their registered title, that any of the hollows were ever cultivated as claimed by Plaintiffs, they deny the genuineness of the masha' system, and claim there is no reliable evidence of any cultivation, and, less still, any evidence of continuous adverse possession, that the Plaintiffs' evidence is contra-
20 dictory and inconsistent, that any prescriptive period can only commence after the Plaintiffs ceased to be owners in 1296 (1880), and that the boundary between the masha' and the mafruz is fictitious and actually defined by the marks used by the Defendants to demarcate the parcellation of the lands among themselves.

5. I will now deal with the Plaintiffs' claim in detail.

The Plaintiffs claim possession from time immemorial, this is the usual and general statement made in this type of claim but in this instance the Plaintiffs obtained registration in 1295-6 (1879-1880) by payment of badl misl of the cultivated and cultivable lands in the area occupied by
30 them and shortly afterwards disposed of the lands to Shaker Pasha who sold to Selim el Khoury who in turn sold to the Colonists of Hadera in 1307 (1890). All the witnesses except one denied all knowledge of these transactions though they did not occur so long ago as to be beyond the memory of many of them. As late as 1319 (1902-1903) the Majlis Idara in Report No. 97 of that year found as the result of an enquiry into a complaint concerning these lands that the Jews of Hadera were the owners. It was on these documents and other evidence that the Settlement Officer decided the Defendants were the registered owners and I find adverse possession cannot commence earlier than 1307 (1890). The witness who admitted
40 knowledge of the transactions also recollected the payment of fifths to Selim el Khoury as the Defendants allege and, most probably, adverse possession, if any, did not commence to run until after the Defendants became owners in 1307 (1890) and was brought to a close in 1929 when this action commenced.

6. The Plaintiffs allege the land is cultivated under a system of masha'. This system appears to be one whereby the area cultivated by

No. 30. any member of the Arab en Nufei'at was limited only by his resources of time, animals and money, though all had equal shares and no man's right exceeded those of his neighbours. In practice no more than 30 persons exercised this right in spite of ample land being available for cultivation. These same 30 persons also claim the bulk of the so-called mafruz lands and as one witness stated, men are greedy and seek to gain whatever land they can and from the evidence it is clear that these 30 persons would not willingly surrender the plots they cultivated to other less fortunate men. No difficulties over the distribution ever arose, there were no problems of succession, no payments to any common fund made by persons cultivating in excess of their shares. This system is unique, inasmuch that every living member of the tribe had an equal share any person could cultivate the land when he felt so inclined without payment of rent or obligation, he tacitly agreed to abandon the land whenever requested to do so, though this seems never to have occurred, there was no system of rotation or allotment of holdings or selection of cultivators, or any fixed periods during which the cultivator could use the land. I come to the conclusion there never was any recognized system of ownership in masha' and that if the land was cultivated it was the work of individuals cultivating as and when they pleased without reference to any system of customary tenure. It is now claimed that the simple system of equal shares is replaced by one in which the shares are fixed and heritable though apart from the Village Settlement Committee, the Arab en Nufei'at know little about either system.

Before the
Settlement
Officer,
Haifa.

Decision of
Settlements
Officer,
Haifa.

Case No.12/
Nufei'at
Part III
4.4.40—
continued.

On the evidence of the Plaintiffs I also find no continuous cultivation of the hollows as they claim. The evidence-in-chief of Plaintiffs' witnesses was always the same but in examination discrepancies and serious contradictions appeared. The evidence is not sound and unshaken and cannot be accepted as reliable, and since adverse possession must be strictly proved I find the Plaintiffs' claim is not proved.

7. There is one other point in the Plaintiffs' claim that should be referred to, that is the payment of tithe. An extract of the tithe register of Arab en Nufei'at for the years 1920-1927 was produced containing the names of the principal members. It is well known that tithe is payable by the cultivator and that tithe receipts are no conclusive evidence of ownership though they indicate possession. This extract was checked by me with the tithe register, and apart from the omission of certain names I found that where both Plaintiffs and Defendants jointly were responsible for the tithe the entries had been ignored. If this tithe record is good proof of ownership as the Plaintiffs would have me believe, then it is good proof in favour of the Defendants as well.

In Part II of this decision reasons were given for rejecting as unreliable the evidence of the Plaintiffs and in this claim to have cultivated part of the land I reject their evidence also.

I do not find it necessary to enquire into the authenticity of the leases relied upon by the Defendants, as I am satisfied that the lands have never been cultivated by the Plaintiffs, and consequently I make no decision as

to whether the leases signed by the Mukhtar and Sheikh are evidence against the Plaintiffs. No. 30.

Having found the Plaintiffs' claim to ownership by prescriptive right not proved, their claim is hereby dismissed and judgment entered in favour of the Defendants. Before the Settlement Officer, Haifa.

Hearing fees were paid on the first hearing of this action. but the Defendants are entitled to costs assessed at twenty pounds Palestine to include advocate fees. Decision of Settlement Officer, Haifa.

Decision written this 31st day of March, 1940, at Haifa.

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(Sgd.) CECIL KENYON,
Settlement Officer,
Haifa Settlement Area. Case No. 12/ Nufei'at Part III 1.4.40—

31.3.40.

Decision delivered this 4th day of April, 1940, at Hadera, in the presence of Plaintiffs in person. Advocate ANAS KHAMRA representing Plaintiffs, and Mr. KAISERMAN representing the Defendants, with usual notification re appeal. continued.

(Sgd.) CECIL KENYON,
Settlement Officer,
Haifa Settlement Area.

20 Hadera, 4th April, 1940.

No. 31.

No. 31.

Civil Appeal No. 125/40—Notice and Grounds of Appeal against decision of Settlement Officer, dated 21.3.40.

In the Supreme Court Sitting as a Court of Appeal.

IN THE SUPREME COURT,

SITTING AS A COURT OF APPEAL.

Appeal is hereby made against the decision of the Land Settlement Officer, Haifa Settlement Area, dated 21.3.40, whereby the Appellants claim in respect of the undermentioned Provisional Parcels in Case No. 12/Nufei'at Part II was dismissed, and judgment entered in favour of the Respondents :— Civil Appeal No. 125/40 Notice and Grounds of Appeal against decision of Settlement Officer 6.6.40.

P.P. No. 10570/34A, 35A, 36A, 37B, 38B, 39A, 52A, 53A, 53B.

10571/2, 4, 5.

10572/1B, 1C, 1D, 1F, 2A, 2B, 3A, 3E, 5, 6, 13R, 13Q.

10573/2, 2C, 4, 5, 6, 8, 8B, 8C, 10, 11, 14.

10576/3, 4, 5, 6, 7, 10A.

10579/3A, 4A, 5A, 6A, 8A.

10580/1, 1C, 2, 3, 4, 5, 6.

10581/2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 16A, 17.

10584/1B.

No. 31.

NOTICE OF APPEAL.

In the
Supreme
Court
Sitting as a
Court of
Appeal.

Civil
Appeal
No. 125/40
Notice and
Grounds of
Appeal
against
decision of
Settlement
Officer
6.6.40—
continued.

Appellants are the owners and persons in possession of the lands described above. The proceedings commenced before the late Mr. Lowick whereby Respondents admitted the possession of the Appellants but pretended that that possession was by way of lease. Judgment was thereupon entered in favour of the Respondents. On appeal to the Land Court, Haifa (Land Appeal 2/32) the said judgment was set aside and the case was remitted to the Land Settlement Officer for rehearing, with directions to enquire into the question as to whether each of the alleged contracts of lease applied to each of the claimants severally. It is submitted 10 that that question was the only issue before the Land Settlement Officer to determine.

2. The Respondents themselves had admitted that the Appellants were in possession, and it was therefore the duty of the learned Land Settlement Officer to cite the Appellants as Defendants in the proceedings before him and not as Plaintiffs.

3. The following facts were found by the Land Settlement Officer :—

- (a) that Arab Nufei'at lived within the boundaries of the land in dispute (para. 4) ;
- (b) that the Arab Nufei'at camped in the land in dispute since time 20 immemorial (para. 4) ;
- (c) that the encampment of Appellants since time immemorial on the land in dispute was not challenged by the Respondents (para. 4) ;
- (d) that Arab Nufei'at lived on the land in dispute since time immemorial without interruption (para. 6) ;
- (e) that Respondents did not take any steps to expel Arab Nufei'at from the land in dispute at any time (para. 6).

It is submitted that the above findings of fact were sufficient to establish the possession of the Appellants of the lands in dispute, and that 30 the learned Land Settlement Officer erred in holding otherwise.

4. It is submitted, further, that the mere living of the Appellants in the lands in dispute for a considerable period of time, coupled with grazing of their animals on the same lands, woodcutting, watering of animals in various parts of the lands in dispute, and the fact that these lands are widely known as being the property of Arab Nufei'at all over the District are in themselves overwhelming evidence establishing the possession and ownership of the Appellants.

5. The learned Land Settlement Officer failed to make any finding as to whether the alleged contracts of lease did in fact apply to the lands 40 covered by the decision of the Land Court. This was clearly a deviation from the directions of the Land Court, and the decision of the Land Settlement Officer cannot therefore stand.

6. The learned Land Settlement Officer based his decision on the evidence of a single witness, which evidence was materially contradicted by the Appellants' witnesses.

7. The witness of the Respondents had admitted the possession of the Appellants, but stated that that possession was by way of lease only. It was, therefore, the duty of the Land Settlement Officer to make a clear finding as to whether the alleged contracts of lease did in fact cover the lands in dispute referred to in his decision.

8. The evidence adduced by the Respondents before the Land Settlement Officer was inadequate, and no judgment could be based on such evidence. The evidence adduced by the Appellants, on the other hand, was sufficient enough to entitle them for a judgment in their favour. It is, therefore, submitted that the learned Land Settlement Officer went contrary to the weight of evidence heard in the case.

9. There was no plea by the Respondents, nor was there evidence to prove that the Respondents did at any time permit the Appellants to live on the lands. The Appellants never applied for such permission, but have always acted as the bona fide owners of the said lands.

10. The order granting leave to appeal was notified to the Appellants on 10.5.1940.

WHEREFORE it is prayed that copy of this Notice of Appeal and annexures thereto be served on the Respondents through their advocate Mr. J. Kaiserman, Haifa, that hearing be fixed and parties summoned, and that the appeal be allowed, the decision of the learned Land Settlement Officer be set aside, and judgment given for the registration of the lands in dispute in Appellants' names with costs and advocate's fees.

Dated this 6th day of June, 1940.

(Sgd.) A. KHAMRA,
Advocates for Appellants,
 A. KHAMRA & MAHMUD EL MADI.
 Haifa.

No. 31.
 ———
 In the
 Supreme
 Court
 Sitting as a
 Court of
 Appeal.
 Civil
 Appeal
 No. 125/40
 Notice and
 Grounds of
 Appeal
 against
 decision of
 Settlement
 Officer
 6.6.40—
continued.

No. 32.

In the
Supreme
Court
Sitting as a
Court of
Civil
Appeal.

Judgment
22.4.41.

No. 32.

Civil Appeal No. 125/40—Judgment.

IN THE SUPREME COURT SITTING AS A COURT OF CIVIL APPEAL.

Before—

THE CHIEF JUSTICE, Mr. Justice COPLAND, and Mr. Justice KHAYAT.

In the Appeal of :—

The Village Settlement Committee of Arab en Nufei'at ... *Appellants*
v.

- | | | |
|---------------------------------------|-----------------------------------|----|
| 1. Aharon Samsonov. | 33. Haiyim ben Shaul Rutman. | |
| 2. Rahel Samsonov. | 34. Shelomo Shargarodsky. | 10 |
| 3. Penina Samsonov. | 35. Penina (Schmidt) Blumrosen. | |
| 4. Ofira Samsonov-Neiderman. | 36. Avraham Labsovsky. | |
| 5. Arye Samsonov. | 37. Benayahu Va'adya. | |
| 6. Moshe Goldenberg. | 38. Hillel Va'adya. | |
| 7. Yehezkel Goldenberg. | 39. Nissim Va'adya. | |
| 8. Noah Milner. | 40. Ben Tsiyon Hadjainoff. | |
| 9. Mordekhai ben Binyamin Rodin. | 41. Avraham Haiyim Hadjainoff. | |
| 10. The Government of Palestine. | 42. Mordekhai Hadjainoff. | |
| 11. Efrayim Pinhas Margolin. | 43. Avraham Haiyim Yadgaroff. | |
| 12. Wilhelm Zeev Bruenn. | 44. Oholiav Haiyim Shauloff. | 20 |
| 13. Keren Kayemeth Leisrael Ltd. | 45. Eliyahu Kimyagaroff. | |
| 14. Tanhum Hankin. | 46. Aharon Meirson. | |
| 15. Mendel Hankin. | 47. The Anglo-Palestine Bank Ltd. | |
| 16. Hadera Founders Assn. Ltd. | 48. Haiyim Peretz Rabinovitch. | |
| 17. Alexander Aharonson. | 49. Meir Rabinovitch. | |
| 18. Rahel Goldberg. | 50. Tsevi Yoval. | |
| 19. Shemuel Goldberg. | 51. Zeev Yoval. | |
| 20. Hanna Tolkovsky. | 52. Yerahmiel Yoval. | |
| 21. Yehudith Klebanoff. | 53. Lea Lubin. | |
| 22. Shulamith Hochfeld. | 54. Pesia Bervitzki. | 30 |
| 23. The heirs of Mikhael Nassatissin. | 55. Henia Segal. | |
| 24. Levy Yitshaq Madoursky. | 56. Yona Zaltsman. | |
| 25. Yitshaq Hack. | 57. Haiyim Levutchkin. | |
| 26. Shim'on Gordon. | 58. Eliezer Beloch. | |
| 27. Matityahu Shemuelson. | 59. Gitta Hasman. | |
| 28. Mikhael Shemuelson. | 60. Hanna Hasman. | |
| 29. Shemuel Shternin. | 61. Batia Yuval (Hasman). | |
| 30. Zeev Gurevitz. | 62. Leib (Luba) Hasman. | |
| 31. Efrayim Shternin. | 63. Ya'akov Hasman. | |
| 32. Esther Shneerson. | 64. Aharon Tsevi Aharonson. | 40 |
| | 65. Nahman Rutman. | |
| | 66. David Kastel. | |

67. Moshe Kastel.
 68. Shabetai Kastel.
 69. Avraham Kastel.
 70. Simha (Bekhora) Mizrahi.
 71. Mazzal Bekhor.

72. Malka Sheinman.
 73. The Palestine Jewish
 Colonization Association,
 Limited.
 74. Shalom Rabinovitch.

No. 32.

In the
 Supreme
 Court
 Sitting as a
 Court of
 Civil
 Appeal

Respondents.

Appeal from the decision of the Settlement Officer, Haifa Settlement Area, dated the 21st of March, 1940.

Judgment
 22.4.41—
continued.

For Appellants :—SUBHI EFF. KHADRA and ANAS EFF. KHAMRA.

- 10 *For Respondents* :—Nos. 1, 2, 3, 5, 6, 7, 8, 9, 12, 14, 16, 17, 24, 26, 27, 29, 30, 31, 33, 34, 36, 37, 38, 39, 46, 50, 57, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 and 69, Mr. KAISERMAN ; also
 Nos. 43, 48, 49, 51, 52, 55, 70, 71 and 72 : absentees—served through Village Settlement Committee of Hadera.
 No. 10—Mr. HOGAN, Crown Counsel.
 No. 23—Mr. KRONGOLD.
 Nos. 4, 11, 13, 18, 19, 20, 21, 22, 28, 35, 40, 41, 42, 45, 47, 53, 54, 56, 58 and 73—absent—served.
 Nos. 15, 25, 32, 44 and 74—served, deceased. One heir—absent, served.
 No. 42—in person.

20

JUDGMENT.

In this case the Appellants claim certain land by prescription on the ground that for many years they have used the land as common grazing lands, and for woodcutting and camping sites.

It is clear that grazing and woodcutting are rights which are recognized by the law, but I do not think that their exercise gives any right to the land itself.

30

As to camping, whether or not the pitching of tents on the same spot for many years would give rise to prescriptive rights it is not necessary to determine, as in this case the Settlement Officer found that the tents were pitched in the most convenient and accessible places according to the seasons and occupations followed at the time. I do not think that by moving tents hither and thither over a tract of land the owners of the tents can establish prescriptive title to the land.

I would also point out that the Land Settlement Officer also found :—

40

“ It is admitted that the Arab en Nufei'at have lived on the lands without interruption for many years, but that their existence there was permitted as relations between all parties

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In the
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Sitting as a
Court of
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Court of
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Appeal.
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22.4.41.—
continued.

“were cordial until this litigation arose. The Arab en Nufei’at moved freely about the lands, were engaged in various occupations in Hadera and lived on the very best possible terms with the colonists. The Defendants have paid the werko as registered owners, have drained the swamps, planted eucalyptus and exploited the lumber. Because their possession did not expel the Arab en Nufei’at from the land, it does not follow that possession was abandoned.”

The appeal will be dismissed, and Respondents No. 16 and No. 23 will respectively have their costs on the lower scale, and LP. 7.500 each 10 attendance fee. Respondent No. 42 to have LP. 2.— as travelling expenses.

Delivered this 22nd day of April, 1941.

(Sgd.) F. KHAYAT,
Puisne Judge.
(Sgd.) R. COPLAND,
British Puisne Judge.
(Sgd.) HARRY TRUSTED,
Chief Justice.

No. 33.
In the
Supreme
Court
Sitting as a
Court of
Appeal.
Civil
Appeal
No. 126/40
Notice and
Grounds of
Appeal
against
decision of
Settlement
Officer .
6.6.40.

No. 33.

Civil Appeal No. 126/40—Notice and Grounds of Appeal against decision of 20 Settlement Officer, dated 4th April, 1940.

IN THE SUPREME COURT SITTING AS A COURT OF APPEAL.

This is an appeal against the decision of Land Settlement Officer, Haifa Settlement Area, dated 31.3.1940, in Case No. 12/Nufei’at Part III, whereby the Appellants’ claim in respect of the undermentioned provisional parcels was dismissed, and judgment entered in favour of the Respondents:—

Prov. Parcel No. :—

10571/1, 3, 6, 11c, 13a, 14b, 16, 17, 17b, 18–21, 22b, 23b.

10572/8a.

10573/3, 3a, 9, 12, 13, 15–25, 23c, 24, 25c.

10575/1, 1c, 2, 3f, 3g, 4b, 5c.

10577/1, 1a, 2a, 2, 3, 4, 5, 6, 6a, 7, 7a, 8, 8a, 9, 9a, 10–15, 16, 17, 18, 18a, 19–24, 24a, 31, 31b, 31c.

10578/2b.

10580/1d, 1e, 7–11, 11a, 12.

10581/13, 14, 15, 15b, 16, 16c.

10582/3–31, 30c.

10583/8, 8a, 9f, 9g, 11(L), 11m, 14a, 15, 15a, 16, 16a, 17, 17a.

10584/1, 1b, 2, 2b, 3, 4, 4a, 5, 6, 6a, 7, 8, 9, 9b, 10, 11, 12, 12a, 16b.

10585/1, 1a, 2, 3, 4, 4f.

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40

NOTICE OF APPEAL.

No. 33.

- Appellants are the owners and possessors of the above Provisional Parcels of land. The Village Settlement Committee of Hadera represented the interests of the Respondents in the proceedings before the late Land Settlement Officer, Mr. Lowick, namely Case Nos. 111/29 Nufei'at, and No. 153/32 Nufei'at. The Village Settlement Committee of Hadera on behalf of the Respondents had admitted the possession of the Appellants of the lands in dispute, but pleaded that that possession was by way of lease. The late Land Settlement Officer stated in his decision in
- 10 Case No. 153/32 "although the Village Settlement Committee of Hadera "admitted the possession of the Arabs Nufei'at of the lands situated "in the area in dispute, maintained however that this possession was not "adverse to their kushans but was possession as their tenants" In another place he goes on to say "moreover such witnesses could only "testify to material possession which is not disputed." This decision of the Land Settlement Officer was appealed to the Land Court of Haifa who gave judgment setting aside the decision of the Land Settlement Officer and remitting the case to enquire whether the lease could be applied to each of the particular claims or not (see Land Appeal No. 2/32, Haifa).
- 20 2. The Land Settlement Officer ought to have confined the proceedings to the question of the alleged lease, and it was not open to him to hear the case *de novo*—as this was the main issue to be determined by the Land Settlement Officer. It was therefore the duty of the Respondents to prove the existence of tenancy, and the Appellants ought to have been cited as Defendants and not as Plaintiffs.
3. The lands in dispute were admitted by both parties to be arable lands. The Respondents did not plead that they cultivated the lands in dispute nor did they bring evidence in support thereof. The learned Land Settlement Officer in Case No. 12/Nufei'at Part II found that Arab Nufei'at
- 30 lived on the lands since time immemorial. Appellants produced evidence of cultivation of the said lands which was ample enough to establish their claim. The expert called by the Appellants made it clear that the lands were used for cultivation a long time ago, far exceeding ten years. That being so, there was no alternative before the Land Settlement Officer but to find for the Appellants.
4. The learned Land Settlement Officer made a finding that the cultivation on these plots was carried by individuals of Arab Nufei'at. No individual is disputing the ownership of Arab Nufei'at (collectively) of any of these plots. It is submitted that in so far as the lands were
- 40 cultivated by Arab Nufei'at, it was not material to the issue before the Land Settlement Officer whether these individuals carried out such cultivation privately or by way of masha'a, because this is a matter of private concern between the Arabs themselves, and does not in any way influence the real issue between the Appellants and the Respondents.
5. The Respondents produced only one witness, namely Zvi Botkovsky, who did not know the plots, the subject-matter of this appeal. He admitted that the Appellants lived on the lands of Nufei'at (including

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Supreme
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Sitting as a
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Civil
Appeal.
Civil
Appeal
No. 126/40
Notice and
Grounds of
Appeal
against
decision of
Settlement
Officer
6.6.40—
continued.

the lands referred to in this appeal) and that there was no dispute as to their presence. It is submitted that the living on the lands is in itself sufficient to entitle the Appellants to succeed in their claim.

6. It is an admitted fact (and this was also proved by the evidence) that Arab Nufei'at largely depended for their living on cultivation. The said witness for the Respondents testified that Arab Nufei'at disposed of their crops through Haifa and shipped melons from Abou Zaboura. He also stated that 135 families of Arab Nufei'at lived on the land; that they were well to do. These facts establish beyond any doubt that Arab Nufei'at were big cultivators and raised large quantities of crops which exceeded the needs of their numbers. It is submitted that sufficient evidence was produced by the Appellants that these crops were produced on these lands, and that the Land Settlement Officer ought to have entered judgment in favour of Appellants. 10

7. The Land Settlement Officer was required by the Land Court to make a finding as to the lease alleged by the Respondents, but he did not do so, although such a finding was essential to the case.

8. The learned Land Settlement Officer erred in allowing the production of the entries in the books of Hadera Colony as these entries were made and were kept by the party producing them. 20

9. The Appellants proved that they paid tithes in respect of the lands in dispute, while Respondents did not even allege that they ever paid any tithes in respect of these lands.

10. The appearance of any name of the people of Hadera in the Tithes Register relating to Nufei'at lands is not an evidence of possession in favour of Respondents unless and until it is proved that the said entries related to the lands in dispute. The lands of Nufei'at are extensive, and a large portion of the said lands have already been adjudicated upon, and it is submitted that the said entries may refer to such lands, and that they have nothing to do with the lands now in dispute. Further, such entries were not mentioned or produced during the proceedings before the Land Settlement Officer, and the Appellants had no opportunity to examine such entries. 30

11. The order granting leave to appeal was served on the Appellants on 10.5.1940.

WHEREFORE it is respectfully prayed that copy of this notice of appeal and annexures thereto be served on the Respondents through their advocate Mr. J. Kaiserman, Haifa, that a date be fixed for hearing of this appeal, and parties summoned to appear, and that judgment be entered in favour of the Appellants, setting aside the judgment of the Land Settlement Officer, and ordering the registration of the lands in dispute in the names of the Appellants—with costs and advocates' fees. 40

Dated this 6th day of June, 1940.

Advocates for Appellants,
A. KHAMRA & M. MADI, Haifa.
(Sgd.) A. KHAMRA.

No. 34.

Civil Appeal No. 126/40—Judgment.

IN THE SUPREME COURT SITTING AS A COURT OF CIVIL APPEAL.

Before :—

THE CHIEF JUSTICE, Mr. Justice COPLAND and Mr. Justice KHAYAT.

In the Appeal of :—

The Village Settlement Committee of Arab Infei'at ... *Appellants*

v.

- | | |
|--|--|
| <p>1. The Government of Palestine.</p> <p>10 2. Nahum Muntz.
Morritz Shapira.</p> <p>3. Hasya Shalupsky.</p> <p>4. Robert Barrach.
Gertrud Riese.
Edith Manasse.</p> <p>5. Shelomo Bahn.</p> <p>6. Yona Hurvitz.
Ariel Hurvitz.
Romamti Ezer Hurvitz.</p> <p>- 20 Yitshaq Hurvitz.</p> <p>7. Yosef Tartakowsky.</p> <p>8. Yosef Eliash.</p> <p>9. Aharon Meirson.</p> <p>10. David Zolterov.</p> <p>11. Binyamin Shulami.</p> <p>12. Yosef Ya'aqov Bervitz.</p> <p>13. Moshe Ben Tsiyon Sussman.</p> <p>14. Menashe Schwartzstein.</p> <p>15. Levy Yitshaq Madoursky.</p> <p>30 16. Yosef Aharon Halevi.</p> <p>17. Rahel Samsonov.
Penina Samsonov.
Ofira Samsonov.
Arye Samsonov.</p> <p>18. Yitshaq Hack.</p> <p>19. Shelomo Meirson.
Barukh Ram.
Yissalhar Ram.</p> <p>20. Tsevi Kantarji.</p> <p>40 Dov Kantarji.</p> <p>21. Tsevi Botkovsky.</p> | <p>22. Gnesia Halevi.
Yohgevet Har Zahav.
Shoshanna Madursky.
Tsevi Madursky.
Wife of Zalman Madursky.
Daughter of Zalman
Madursky.</p> <p>23. Levy Yitshaq Shneerson.
Mendel Schneerson.</p> <p>24. Dov Ber Avraham Levitas.</p> <p>25. Shemuel Klass.
Moshe Yitshaq Klass.
Nathan Klass.
Ella Abramson.</p> <p>26. Yehuda Slutzkin.
Yitshaq Ya'aqov Slutzkin.
Haiyim Fradkin.</p> <p>27. Mikhael Tutelman.</p> <p>28. Aharon Kongretzki.
Matel Kongretski.
Binyamin Sachsenhaus.</p> <p>29. Pesah Gutman Driben.</p> <p>30. Yesha'yahu ben Shemual Slik.</p> <p>31. Ben Tsiyon Ben Yehuda Ritov.</p> <p>32. Beila Gutovitch.</p> <p>33. Shaul David Sachs.</p> <p>34. Leib Schaf.</p> <p>35. David Gottlieb.</p> <p>36. Kalman Hirshhorn.</p> <p>37. Aharon Alfred Ticho.
Yitshaq Maidanik.</p> <p>38. Yehoshu'a Bitan.</p> <p>39. Haiyim Scher.</p> |
|--|--|

No. 34.

In the
Supreme
Court
Sitting as a
Court of
Civil
Appeal.Civil
Appeal
No. 126/40
Judgment
22.4.41.

No. 34. In the Supreme Court Sitting as a Court of Civil Appeal. Civil Appeal No. 126/40 Judgment 22.4.41— <i>continued.</i>	40. Benayahu Va'adya. Hillel Va'adya. Nissim Va'adya.	63. Noah Milner.	
	41. Ya'aqov Eli'ezer Zaltser.	64. Yefet Milner.	
	42. Yosef Glusgal.	65. Simha Ambash.	
	43. Shemuel Figur.	66. Ya'aqov Pilosoff.	
	44. Tsevi Fein.	67. Matityahu Nahumi.	
	45. Haiyim Pinhas Cohen.	68. Moshe Lubin. Nahman Lubin.	
	46. Moseh Harap.	69. Ya'aqov ben Shaul Rutman.	
	47. Yitshaq Izik Goldman.	70. Yosef Rutman. Zalman Rutman.	10
	48. Moshe Zeev ben David Mitzkon.	71. Immanuel Shahar. Sheraya Shahar. Moryam Shahar.	
	49. Tanhum Frank.	72. Avigdor Fisher. Shelomo Fisher. Helena Fisher.	
	50. Avraham Hetz.	73. David Schlesinger.	
	51. Tanhum Bransburg.	74. David Levutchkin.	
	52. Dov Klein.	75. Zeev Darjawitch.	
	53. Hadera Founders Association Ltd.	76. Penina (Schmidt) Blumrosen.	20
	54. Avraham Smalnik. Ben Tsiyon Smalnik (small) Shulamit Smalnik.	77. Haya (Zivik) Ariel. Uriya Zivik.	
	55. Haiyim Ben Shaul Rutman.	78. Yona Gurevitch.	
	56. Feiga Cohenstock. Sima Hut-Ori.	79. Zeev Gurevitch.	
	57. Efrayim Shternin.	80. Shemuel Shternin.	
	58. Haiyim Weinstein.	81. Yitshaq Okrainetz.	
	59. Harry (Tsevi) Shargarodsky. Samuel Shar (Yehoshua Shargarodzky). Wolf Sherry (Zeev Shargarodzky).	82. Dov Yemini. Zeev Lipkes.	
	60. Shelomo Shargarodsky.	83. Dov Ben Avraham Levitas.	
	61. Natan Nata' Lerman. Nata' Moshe Lerman.	84. Tsevi Elhanan Guterman.	30
	62. Zehava Shapira. Shoshanna Fried. Haviva Blumberg. Yehudit Shapira. Shulamit (Shapira) Ben- Yehuda.	85. Fania (Feige) Spiro. Tania Razemovska. Rachel (Ru) Soikanen. Yitshaq Lamburg.	
		86. Shim'on Zehavi.	
		87. The Palestine Agudat Neta'im Ltd.	
		88. Keren Hayesod Ltd.	

Respondents.

Appeal from the decision of the Settlement Officer, Haifa Settlement Area, dated the 4th of April, 1940. 40

For Appellants :—SUBHI EFF. KHADRA and ANAS EFF. KHAMRA.

For the Respondents :—Nos. 1—Mr. HOGAN, Crown Counsel.

Nos. 9, 11, 15, 16, 17 (1, 2 & 4), 19, 20, 21, 22 (1, 3 & 4), 23, 28, 37 (2), 40, 49, 53, 54 (1 & 2), 55,

- 56, 57, 60, 61 (2), 62 (1, 2, 4 & 5), 63, 64, 66, 68, 69, 70, 72 (2), 74, 75, 79, 80 and 81, Mr. KAISERMAN—also
 Nos. 2, 3, 4, 5, 12, 13, 14, 22 (5 & 6), 24, 25 (4), 26, 30, 31, 32, 33, 34, 35, 36, 38, 39, 41, 42, 43, 44, 45, 46, 47, 48, 50, 51, 52, 58, 59, 61 (1), 65, 67, 71, 73, 77, 83, 84, 85 (2) and (3)—absentees, served through the Village Settlement Committee of Hadera.
 Nos. 4 (1), 6 (1 & 2), 7, 8, 17 (3), 22 (2), 25 (1, 2 & 3), 27, 29, 37 (1), 62 (3), 72 (1) and (3), 76, 78, 82 (2), 85 (1) and (4), 86 and 87.
 Nos. 6 (4), 10, 54 (3) served by substituted service.
 Nos. 18 and 82 (1)—deceased, one heir served.
 No. 6 (3)—deceased, heirs served by publication.
 No. 88—Mr. CASPI.
- No. 34.
 ———
 In the
 Supreme
 Court
 Sitting as a
 Court of
 Appeal.
 Civil
 Appeal
 No. 126/40
 Judgment
 22.4.41—
continued.
- 10

JUDGMENT.

This is one of a series of cases which were returned to the Land Settlement Officer in order to go into the facts as to cultivation and occupation. He has done this and has found that the Appellants have not cultivated the land, and in his judgment he states :—

“ On the evidence of the Plaintiffs I also find no continuous cultivation of the hollows as they claim. The evidence-in-chief of Plaintiffs’ witnesses was always the same, but in examination discrepancies and serious contradictions appeared. The evidence is not sound and unshaken, and cannot be accepted as reliable, and since adverse possession must be strictly proved I find the Plaintiffs’ claim is not proved.”

There was a further claim based on grazing, woodcutting and camping, but the position as to that is the same as in Civil Appeal No. 125/40, which was heard immediately before this case.

In the result the appeal will be dismissed, and Respondents No. 53 will have costs on the lower scale, with L.P.5. attendance fee, and Respondents No. 88 will have costs on the lower scale, and L.P.10 attendance fee.

Delivered this 22nd day of April, 1941.

(Sgd.) HARRY TRUSTED,
Chief Justice.

„ R. COPLAND,
British Puisne Judge.

„ F. KHAYAT,
Puisne Judge.

No. 35.

Application
and Order
granting
Conditional
Leave to
Appeal to
His Majesty
in Council
121 of 1940
30.7.41.

No. 35.

Application and Order granting Conditional Leave to Appeal to His Majesty in Council, 121 of 1940.

(Not printed).

No. 36.

Order
granting
Conditional
Leave to
Appeal to
His Majesty
in Council
No. 126/40
30.7.41.

No. 36.

Order Granting Conditional Leave to Appeal to His Majesty in Council No. 126/40.

(Not printed)

No. 37.

Order
granting
Final Leave
to His
Majesty in
Council
(Consoli-
dated)
27.10.41.

No. 37.

Order Granting Final Leave to His Majesty in Council (Consolidated).

PRIVY COUNCIL LEAVE APPLICATION No. 12/41.
" " " " No. 13/41.

10

ORDER.

Whereas by Order of this Court, dated the 30th July, 1941, the Petitioners were granted conditional leave to appeal to His Majesty in Council, subject to the following conditions :—

- (i) That the Appellants do enter, within two months of the date of this Order, into a bank guarantee in a sum of L.P. 300 for the due prosecution of the appeal and the payment of all such costs as may become payable to the Respondents in the event of the Appellants not obtaining an Order granting them final leave to appeal, or of the appeal being dismissed for non-prosecution, or of His Majesty in Council ordering the Appellants to pay the Respondents' costs of the appeal (as the case may be) ;
- (ii) That the Appellants do take the necessary steps for the purpose of procuring the preparation of the record and the despatch thereof to England within two months of the date of this Order.

20

And Whereas the Petitioners have fulfilled the said conditions, in that they have filed a guarantee bond for the sum of L.P. 300, as prescribed, and have filed a draft copy of the Record of Appeal intended to be dispatched to England, and have further applied for the settlement thereof, and the parties have appeared before the Chief Registrar of this Court for the settlement thereof, which record has been settled.

Now Therefore the Court orders, and it is hereby ordered, in pursuance of Article 21 of the Palestine (Appeal to Privy Council) Order-in-Council, that final leave to appeal to His Majesty in Council be granted to
10 Petitioners.

Given this 27th day of October, 1941.

(Sgd.) D. EDWARDS,
British Puisne Judge.

(Sgd.) R. COPLAND,
Acting Chief Justice.

No. 37.
—
Order
granting
Final Leave
to His
Majesty in
Council
(Consoli-
dated)
27.10.41—
continued.

No. 38.

Bank Guarantee as to Costs

(Not printed).

No. 38.
—
Bank
Guarantee
as to Costs
26.9.41.

Extract from the Rural Tax Register for the years 1920 to 1927, dated January 1940.

COPY OF ENTRIES FROM RURAL TAX REGISTER FROM 1920 TO 1927.

NAME.	1920		1921		1922		1923		1924		1925	1926		1927		Village.	Remarks.
	Winter.	Summer.	Winter.	Summer.	Winter.	Summer.	Winter.	Summer.	Winter.	Summer.		Winter.	Summer.	Winter.	Summer.		
	£P. mils.	£P. mils.	£P. mils.	£P. mils.	£P. mils.	£P. mils.	£P. mils.	£P. mils.	£P. mils.	£P. mils.	£P. mils.	£P. mils.	£P. mils.	£P. mils.	£P. mils.		
Ahmad Abu Tamam420	1.500	.105		.135	.600	.445	.450	.050	.00		2.800		Arab En-Nufei'at	
Hassan Said180	5.000	.070	1.130	.716	.450	1.695	.300	5.184	8.250	.834	.00				"	
											.200					"	
Hassan Said Abu Tamam ..		9.906	.700													"	
Hassan Said & Issa ..	2.195		3.490													"	
" " & Mohamad ..	1.895															"	
Khalil El Ahmad Abu Tamam							.200				.00	1.300		2.400		"	
Deeb El-Shtabawi130		.080		"	
Saad Saker420	.565	.115				.378	.225	.230			1.319		"	
Slieman Daoud												1.300		2.400		"	
Saad El-Ahmad Abu Tamam			1.400								.030	.00		.960		"	
Shtabwi Akasheh360	5.182	1.795	1.695	.560	.225	.225	.100								"	
Awad Saker130	2.600	.350	.750	.120	.115	.335	.600	.468	4.650	.345	.00	1.820			"	
Ali Abyed570	10.150	2.380	1.130	.255	.400	.650	.544	2.268	.900	.770	.63	.975	.407		"	
Ali El-Ahmad'100	.00	1.625	1.220	.050	"	
Ayesh El Hassan130	2.400	.435	.750	.240	.115	.575			.075	.160	.00				"	
Ali Abu Tamam100	3.000	.100	1.130	.205	.175	.435	.700	.446	2.400	.050	.30				"	
			.560						.180							"	
Abdalla Hassan Mubarak ..		.150	.140	.150	.060	.225										"	
Issa El Furun			3.490		.115	.115	.275	.800	.333	.150	.416	.00	2.275	.424		"	
Abd El-Issa Hajeh175													"	
Issa El Atta955		.285		.135	.700				.00	.650			"	
Abd Said Mansouri065	6.250	.350	.380	.145	.225							.098			"	
		.545														"	
Ayesh Eh Hamdan														1.600		"	
Fahim El Abraham425	8.885	.420	1.880	.665	.115	.170	.400		2.400	.510	.00	.650	2.000		"	
													.585			"	
Nimr El Hassan065	1.500			.095	.115		.300		3.300		.30	1.356	.080		"	
		2.500										.40				"	
Nasr El-Kouli115	.380	.340		.615	.600	1.053	.090		.40	.325	1.626		"	
												.50				"	
Mohamed El Abyed325	2.000	1.915	1.500	.630	.175	.810	.134	1.305	.150		.85	1.300	1.120	.060	"	
		3.792								1.800		.00				"	
Mousa Abu Tamam100		.115				.520			.150		.00		4.000		"	
	.360		.087													"	
Mahmoud Attiyeh370				.225	2.400						"	
Mustapha Masoud090			.115		.400					.00	1.300	.418	.050		
		.600										.030		.143			
														.810			

Exhibit.

Extract from the Rural Tax Register for the years 1920 to 1927, dated 5th January, 1940

Per request of Advocate Anis Eff. El Khamra Attorney of Arab Nufei'at this copy was extracted from Register of Rural Tax as from 1920 to 1927.

Certified true copy.

Sgd. COLLECTOR OF REVENUE,
Haifa 5.1.40.

In the Privy Council.

No. 17 of 1944.

ON APPEAL FROM THE SUPREME COURT OF
PALESTINE.

BETWEEN
THE VILLAGE SETTLEMENT
COMMITTEE OF ARAB EN
NUFEI'AT ... (*Plaintiffs*) *Appellants*
AND
AHARON SAMSONOV AND
OTHERS ... (*Defendants*) *Respondents*.

RECORD OF PROCEEDINGS.

STONEHAM & SONS
108A, Cannon Street,
London, E.C.4.
Solicitors for Appellants.

T. L. WILSON & CO.,
6, Westminster Palace Gardens,
London, S.W.1.
Solicitors for Certain of the Defendants.