48, 1948

No. 90 of 1946.

In the Privy Council.

ON APPEAL

FROM THE SUPREME COURT, SITTING AS A COURT OF APPEAL, JERUSALEM.

BETWEEN

1. KEREN KAYEMETH LEISRAEL LTD., Jerusalem
2. PALESTINE LAND DEVELOPMENT CO. LTD., Jerusalem
(Defendants Nos. 1 and 2) - *Appellants*

AND

1. MUHAMMAD MUSSA SALEH MANSOUR (Plaintiff)
2. ISMAIL MUSSA SALEH MANSOUR
3. FATMEH MUSSA SALEH MANSOUR
4. HALIMA MUSSA SALEH MANSOUR
5. HASSAN MUSSA SALEH MANSOUR
6. MARIAM MUSSA SALEH MANSOUR (Defendants Nos. 3 to 7) *Respondents.*

RECORD OF PROCEEDINGS.

INDEX OF REFERENCE.

EXHIBITS AND DOCUMENTS.

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AND

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3. FATMEH MUSSA SALEH MANSOUR
4. HALIMA MUSSA SALEH MANSOUR
5. HASSAN MUSSA SALEH MANSOUR
6. MARIAM MUSSA SALEH MANSOUR (Defendants 3 to 7) *Respondents.*

RECORD OF PROCEEDINGS.

In the Land Court, Jerusalem.

No. 1. Statement of Claim (Translation from Arabic), 29th May 1943.

No. 1.

STATEMENT OF CLAIM.

(Translation from Arabic.)

IN THE LAND COURT, JERUSALEM.

Land Case No. 24/43.

MUHAMMAD MUSA SALEH MANSOUR - - Plaintiff

vs.

1. KEREN KAYEMETH LEISRAEL LTD. Jerusalem
2. PALESTINE LAND DEVELOPMENT CO. LTD. Jerusalem
3. ISMAIL MUSA SALEH MANSOUR
4. FATMEH MUSA SALEH MANSOUR
5. HALIMEH MUSA SALEH MANSOUR
6. HASSAN MUSA SALEH MANSOUR
7. MARIAM MUSA SALEH MANSOUR - - - Defendants.

On 3.6.42 the second Defendant bought from the Defendants Nos. 3–7 their shares in the lands shown below as follows :—

(A) 61 shares out of 480 shares in the plot of miri land of Ein Karem lands known as Bassa and bounded by Ahmad Akl El

In the Land Court, Jerusalem.

No. 1. Statement of Claim (Translation from Arabic), 29th May 1943, *continued.*

Liftawi, Mohammad Ali Issa, Mohammad Ali Kharrubeh and a road.

(B) 61 shares out of 576 shares in the plot of miri land of Ein Karem lands known as Jisur El Miseh and bounded by El Bassa, El Liftawi and El Mahjara.

(C) 61 shares out of 480 shares in the plot of miri land of Ein Karem lands bounded by El Kharrubeh lands, El Liftawi, El Jisur El Meiseh and Waste.

(D) 61 shares out of 576 shares in the plot of miri lands of Ein Karem lands bounded by El Liftawi and Waste on three sides.

Copy of an extract in the said lands is attached herewith marked (A).

2. Then on 2.9.42 and 4.9.42 the first Defendant bought from the second Defendant all the said shares, as shown by the Extracts produced and marked (B), (C) and (D).

3. The two sales mentioned above took place without the consent and knowledge of the Plaintiff in spite of the fact that he is co-owner and " Khalit " in the said lands and has awlawiyeh rights thereto. All the Defendants did not consult the Plaintiff as to whether he desired to buy the said lands before the conclusion of the sale transactions.

4. The Plaintiff is a co-owner and " Khalit " in the said lands. He always wanted and still desires to purchase all the said shares for the Bedl el Misl. The Plaintiff assesses the Bedl el Misl in respect of the said lands at LP.750 which is the consideration which the second Defendant paid when they purchased the lands in question.

5. The said lands are in Ein Karem and therefore the present Court is seized with jurisdiction to hear this case.

Wherefore the Plaintiff asks that the Defendants be served with the paper of this case, the two sales and registration be cancelled, and that an order be given for the registration of the said lands in the name of the Plaintiff on payment of Bedl el Misl which the Plaintiff assesses at LP.750. Should the Court find that Bedl el Misl is more than LP.750 at the date of the first sale, the Plaintiff is prepared to pay the price which the Court finds to be the Bedl el Misl. The Plaintiff also asks that the Defendants be ordered to pay fees, costs and advocates' fees.

29.5.43. (Sgd.) F. GHUSSEIN,

Attorney for Plaintiff.

No. 2. Application to strike out the Statement of Claim, 7th July 1943.

No. 2.

APPLICATION to strike out the Statement of Claim under Rule 21 (a) and (d) of the Civil Procedure Rules 1938.

Application is hereby respectfully made that the Statement of Claim in this case be struck out with costs and advocate's fees, for the following reasons :—

1. In paragraph 2 of the Statement of Claim it is alleged that Defendant No. 1 purchased certain shares in immovable property, and reference is made to Extracts from the Land Registry attached to the

Statement of Claim. From these extracts, however, it is quite clear that Defendant No. 1 did not purchase any of the shares in question which were only mortgaged to Defendant No. 1. Hence the Statement of Claim does not disclose a right of prior purchase against Defendant No. 1 as claimed in the Statement of Claim, and in so far as it is based on the Extracts produced, it is clearly vexatious.

2. Plaintiff further alleges that he is a co-owner and a " Khalit " in the land in question for which reason he claims a right of prior purchase. The extracts, however, which the Plaintiff attached to his Statement of Claim, do not show that he is the registered owner of any share in the land, nor does the Statement of Claim in any way disclose why and how he is a "Khalit." Hence the Statement of Claim does not disclose any cause of action against Defendant No. 2, and is vexatious.

3. Though a copy of this application is served on Defendants Nos. 3–7, Defendants Nos. 1 and 2 do not apply for any relief against them, and only give them notice of this application for their information. In fact, the Statement of Claim does not disclose a cause of action against them either, since they have parted with their title, and no relief can be claimed against them.

7.7.1943

(Sgd.) M. ELIASH,
Attorney for Defendants Nos. 1 & 2.

No. 3.

PROCEEDINGS.

No. 3. Proceedings (Translation from Arabic), 12th July 1943.

(Translation from Arabic.)

Before : His Honour Judge ALI BEY HASNA.
His Honour Judge N. BARDAKY.

In the Case of :—

1. KEREN KAYEMETH LEISRAEL LTD.
2. PALESTINE LAND DEVELOPMENT CO. LTD. Applicants

vs.

MUHAMMAD SALEH MANSOUR - Respondent.

Nature of Application : Application under Rule 21 (A) and (D) of the Civil Procedure Rules, 1938, that the Statement of Claim in this case be struck out.

FAWZI BEY GHUSSEIN—for Plaintiff (Respondent).

Mr. SCHARF—by delegation from Mr. ELIASH for Defendant No. 1, and for Defendant No. 2 (Applicants).

ISMAIL & HASSAN—in person.

FATMEH, HALIMEH & MARIAM—no appearance. Fatmeh, Halimeh were summoned by telephone, Mariam was not summoned.

Mr. Scharf : There is no need to summon Mariam and there is no need to summon Fatmeh, Hassan, Halimeh and Ismail, the Defendants, in this application and I dispense with Mariam.

In the Land Court, Jerusalem.

No. 3. Proceedings (Translation from Arabic), 12th July 1943, *continued.*

Mr. Scharf: This is an application under Rule 21 (A) and (D) of the Civil Procedure Rules. The Statement of Claim of the Plaintiff does not disclose any cause of action. I therefore ask that it should be struck out. The third paragraph of the Statement of Claim states that Plaintiff is a co-owner in the property and that he is connected with the land and has the right of prior purchase. Article 41 of the Land Code provides that a co-owner has the right of prior purchase and has to bring an action against the person to whom a transfer has been made, upon payment to him of the value at the time of the claim. It was stated in the second paragraph of the Statement of Claim that the Keren Kayemeth Leisrael Ltd. bought this land while in the extract produced by the Plaintiff it does not appear that the Keren Kayemeth Leisrael Ltd. is the purchaser of the land, but it is shown that it is the mortgagee. A claim of prior purchase cannot be made against the Keren Kayemeth Leisrael Ltd. because it is not the purchaser, and therefore the Keren Kayemeth Leisrael Ltd. is not to be a party to these proceedings.

As regards the case against the Palestine Land Development Co., the present Plaintiff Muhammad Saleh Mansour is not a party of the Palestine Land Development Co., since the name of the said Muhammad is not mentioned in the extracts produced by him, so that he is not a co-owner of the land in dispute, and therefore is not entitled to claim so long as he has no share in the land in dispute. I refer to the Red Book 1937, page 398, O. 25, r. 4, the case of Whitworth *v.* Darbishire. I therefore ask that the Statement of Claim be struck out.

Fawzi Bey: This application is vexatious. The Statement of Claim states that I have the right of prior purchase because I am a co-sharer and a Khalit in the land and this is my cause of action. As regards the extract and how I am connected with the land, I say that this is a matter of evidence and not of a cause of action. When Plaintiff will produce the Certificate of Succession and the extract from the Land Registry, it will appear that he is an heir of the owner of the land in whose name the land is registered, namely Mussa Mansour, and it cannot be said that from the mere omission to show how he is connected with the land it follows that there is no cause of action. As regards the allegation of the Applicant that Muhd. Saleh Mansour is not a party to this case, it fails because he is the party and he has the right to claim prior purchase being a co-owner and a Khalit. He has to prove this and we shall prove by evidence that Muhammad is an heir of Mussa Mansour the owner of the land. Though it is not essential to show how my client obtained this land, I have submitted an application which was given the number 277 to amend the claim and to show how I obtained the land by stating that I obtained the land by way of inheritance and by virtue of a Certificate of Succession dated 20.4.43. As regards the extracts of the Land Registry produced which indicate that the Defendant No. 1 is a mortgagee, I will dispense with Defendant No. 1 and confine my case against the purchaser, namely Defendant No. 2. We have cited Defendant No. 1 because it was stated in the said Land Registry Extract that Defendant No. 1 was " Grantee." I am aware that there is no need of mentioning the remaining Defendants, i.e., the Vendors, but I have mentioned their names in order to be on the safe side. I therefore ask that the application be dismissed with costs and advocate's fees.

Mr. Scharf: Section 13 of the Land Transfer Ordinance (Drayton Vol. II, page 883) and article 5, 15 & 21 of the Tapou Law provide that the heirs should register their shares within a period of one year from the date of the death. Article 1 of the Regulations as to Title-Deeds (Tapou Seneds) 1276 provides that no person shall be in possession of miri land without a title-deed. Mussa died 25 years ago and, therefore, the shares should have been registered before bringing the case, and the Plaintiff should have registered his share in the Land Registry prior to the bringing of the action. My friend said that he had submitted an application to amend the claim by adding that he is an heir of Mussa Mansour, but this does not mean that he had the right to bring this action before registering his share in the Land Registry. It is not enough for him to say that he is an heir and that he will prove this by production of the certificate of succession, but he has to produce a Kushan and to prove thereby that he is a co-owner and a Khalit, in the whole property. The title-deeds produced by the Plaintiff do not indicate that he has a share in common in the property in dispute and if he could not produce a title-deed to show that he is a co-sharer in the property in dispute he would not have any cause of action against Defendant No. 2 in the Statement of Claim. And he has to show how he became a Khalit by virtue of Rule 7 of the Civil Procedure Rules. I therefore ask that the case be struck out against Defendant No. 1 and against Defendant No. 2.

(Sgd.) N. BARDAKY
Judge.

(Sgd.) ALI BEY HASNA
Judge.

12.7.43.

No. 4.

ORDER refusing to strike out the Statement of Claim.

No doubt the Statement of Claim is defective, inasmuch as Plaintiff is relying therein, for his claim for prior purchase, on certain extracts, which do not mention Plaintiff as co-owner, nor defendant (1) as purchasers from defendant (2).

This case however differs from the case of Whitworth *v.* Darbishire, cited by applicant, in which it " appeared clear that the Plaintiff had no cause of action " for, in this case, the land was and in part still is registered in the name of Mussa Mansour the father of the Plaintiff; hence, it cannot be said that the claim is frivolous or vexatious, in order to apply Rule 21 (A) and (D).

We feel, therefore that the application should be dismissed.

In view, however, of what we have said above, we see no ground for awarding costs or fees.

Given this 12th day of July, 1943.

(Sgd.) N. BARDAKY
Judge.

(Sgd.) ALI HASNA
Judge.

In the Land Court, Jerusalem.

No. 5. Application for Leave to amend Statement of Claim (Translation from Arabic), 12th July 1943.

No. 5.

APPLICATION for leave to amend Statement of Claim.

(Translation from Arabic.)

MUHAMMAD MUSA SALEH MANSOUR (Plaintiff) - Applicant

V.

1. KEREN KAYEMETH LEISRAEL LTD., Jerusalem
2. PALESTINE LAND DEVELOPMENT CO. LTD., Jerusalem
3. ISMAIL MUSA SALEH MANSOUR
4. FATMEH MUSA SALEH MANSOUR
5. HALIMEH MUSA SALEH MANSOUR
6. HASSAN MUSA SALEH MANSOUR
7. MARIAM MUSA SALEH MANSOUR (Defendants) - Respondents.

TAKE NOTICE that the Court will be moved on Wednesday the 22nd of July, 1943 at 9 o'clock in the forenoon to permit Plaintiff to amend the Statement of Claim in accordance with Rule 125 of the Civil Procedure Rules as follows :

To add to paragraph 3 the following provision after the words " and he has the right of prior purchase in it " the words " in his capacity as an heir of the registered owner by virtue of a certificate of inheritance dated 20.4.43 attached herewith ".

(Sgd.) F. GHUSSEIN.

12.7.43.

No. 6. Proceedings 23rd July 1943.

No. 6.

PROCEEDINGS.

Before :—The Registrar.

Nature of Application :—Application for Amendment of Statement of Claim.

For Applicant : Fawzi Bey.

For Respondents : Mrs. Rubinstein, by a letter of delegation from Mr. Eliash.

Mrs. Rubinstein : I do not oppose the application. I do not admit that by inserting this amendment Plaintiff has a cause of action.

Costs to be borne by Plaintiff in any event.

Fawzi Bey : Nothing to say.

(Sgd.) A. NASER,
Registrar.

23.7.43.

In the Land Court, Jerusalem.

No. 7.

ORDER granting leave to amend Statement of Claim.

No. 7. Order granting leave to amend Statement of Claim, 23rd July 1943.

Amendment granted as prayed. Amended pleading to be filed within 10 days from this day. Reply to amended pleading if any to be filed within 10 days from the date of service of the amended pleading.

Costs inclusive of L.P.2 attendance fees will be borne by the applicant.

Given this 23rd day of July, 1943.

(Sgd.) A. NASER

Registrar.

No. 8. Statement of Defence on behalf of Defendants 1 and 2, 5th August 1943.

No. 8.

STATEMENT OF DEFENCE on behalf of Defendants Nos. 1 and 2.

It is respectfully submitted that the Statement of Claim discloses no cause of action against Defendant No. 1 who took no transfer.

2. It is respectfully submitted that the Statement of Claim discloses no cause of action against Defendant No. 2, since Plaintiff has failed to register himself within the time prescribed by law as a co-owner.

3. Paragraph 2 of the Statement of Claim is denied. The transactions referred to by Plaintiff were mortgages, not sales.

4. Paragraph 3 of the Statement of Claim is denied, and particularly that Plaintiff is a registered co-owner, and that he has a right of awlawiyeh.

5. Paragraph 4 of the Statement of Claim is denied and in particular that the bedl misl is as stated by Plaintiff. It is submitted that the material date for the assessment is not that taken by Plaintiff.

6. Defendant No. 2 have been registered co-owners in the lands in question since 1935, and Plaintiff, therefore, cannot have against them the relief for which he prays.

Wherefore it is prayed that Plaintiff's action against Defendants Nos. 1 and 2 be dismissed with costs and advocate's fees.

(Sgd.) M. ELIASH,

Attorney for Defendants 1 and 2.

In the Land Court, Jerusalem.

No. 9.
Issues, 17th October 1943.

No. 9.

ISSUES.

1. Are the facts as outlined in the Statement of Claim correct ?

2. Are the contentions of the Defendants correct ?

(A) That there is no cause of action against any of the Defendants 1 or 2.

(B) That the transactions referred to in the action in regard to Defendant No. 1 were mortgages not sales.

(C) That Plaintiff is not personally a registered co-owner and hence has not a right of awlawiyeh.

(D) That the bedl misl as stated by Plaintiff is incorrect and so is the material date mentioned by Plaintiff for the assessment thereof.

(E) That Defendant No. 2 have been registered co-owners of the land in question since 1935, and that Plaintiff therefore cannot have against them the relief sought ?

ORDER.

Issues framed as shown above. Case to be entered for trial.

Dated this 17th day of October, 1943.

(Sgd.) N. BARDAKY,
Judge.

No. 10.
Proceedings (Translation from Arabic), 19th January 1944 to 20th March 1944.

No. 10.

PROCEEDINGS.

(Translation from Arabic).

Before : H. H. Judge ALI BEY HASNA.
H. H. Judge N. BARDAKY.

Cause of Action : Claim for prior purchase (Awlawiyeh).

Hearing of 19.1.44.

For Plaintiff : FAWZI BEY.

For Defendants : Mr. SCHARF for 2nd Defendant.

Fawzi Eff : I repeat my Statement of Claim and say that my case is limited to second Defendant. It is the person who bought the shares in dispute from the other Defendants. The first Defendant is a mortgagee. I therefore ask that the case be proceeded against the second Defendant. I obtained kushans in respect of the share of my client. I shall produce them through him when he gives evidence. I produce my evidence.

PLAINTIFF'S EVIDENCE.

In the Land Court, Jerusalem.

No. 11.

Muhammad Musa Mansour.

No. 11. Muhammad Musa Mansour (Translation from Arabic), 19th January 1944.

Muhammad Musa Mansour, sworn : My father died about 24 years ago. I obtained a certificate of succession from the Sharia Court. This is it, produced and marked P.1. I have 13 shares out of 96 shares in the inheritance in the Miri lands. My father had lands situated in Wad Imwadein in Ain Karem lands. My brothers sold their shares to the Land Development Co. in the said four plots of land which are Khanouk Imwadein of which my father owned one-sixth, El Bassa of which my father owned a fifth and Jisur El Ubiseh of which my father owned a sixth. I produce kushans Tabu as to my shares. Four kushans were produced marked P.2, P.3, and P.4 and P.5. My brothers sold their shares in 1942, the fifth and the sixth month and no one of them offered me his share to purchase. I did not sell my share till now. I am prepared to buy the shares sold to the defendant. The price of the land has not changed as it was at the time of the sale.

Cross-examination.

Cross-examined by Mr. Eliash : I obtained the certificate of succession on the date shown thereon. I took my Tabu Kushans yesterday from the person who perused for me the transactions for obtaining Tabu Extracts. The Kushans are dated 27.12.43. My father died about 24 years ago. I obtained Kushans in connection with inheritance as I became in need of them to obtain Kushans. There was no reason for not obtaining Kushans, after the death of my father. My brothers obtained Kushans in connection with the inheritance in 1942. The names mentioned in the Tabu Extracts attached with my Statement of Claim are the names of the heirs who sold their shares. The heirs who did not sell their shares were not mentioned in the extract. I am one of them. I registered my name as one of the heirs when I took a kushan on 27.12.43. I claim the shares sold in the four plots by way of Awlawiyeh. I know the defendant company bought shares in the lands in dispute from other persons before they bought from my brothers. I know that it bought shares in 1936, 1937. The defendant company owns more shares than myself and my brothers in the said plot, before it bought the shares of my brothers. I believe I have a right to my father's land in preference to the company. This year the prices of land went high. Last year there was no improvement in the prices of land. When I lodged this claim the prices of land had not gone high as yet. The price then was lower than what it is to-day. The price in the said four plots is equal. I am prepared to pay the price of the shares whatever that may be. I do not know the price. The experts would assess the price.

Re-examination.

Re-examined by Fawzi Eff : The prices at the time of the sale and at the time I brought this case were the same. The company made the registration transaction with regard to the shares sold to it. I am still the owner of the share inherited by me from my father and I am a co-owner and a Khalit.

In the Land Court, Jerusalem.

No. 12.

Muhammad Ibrahim Musleh

No. 12. Muhammad Ibrahim Musleh,

Muhammad Ibrahim Musleh, sworn : I am a merchant at Ain Karem. Muhammad Musa Mansour is of my family. Musa Mansour died 24 years ago or 25 years ago. Musa Mansour had many lands at Ain Karem village. Muhammad Musa Mansour is one of the heirs of Musa Mansour and he has other heirs. The prices of land in Ain Karem now are not higher than what they were a year ago. In Jerusalem prices have gone up. The price of a dunam in the land of Wad Imwadein in May, 1943 was equal to LP.25 to LP.30 and now it is worth the same.

Cross-examination.

Cross-examined by Dr. Eliash : I buy lands and consider myself an expert in prices of land at Ain Karem. The price of a dunam in the four plots in June 1942 was also between LP.25 to LP.30. The prices in all the four plots are the same. I know that the Land Development Co. bought some shares in the said lands in 1935. I do not know how many shares the company bought in the said lands. The prices at Ain Karem did not change since the beginning of the war, and till now.

Fawzi Eff. : My case is closed.

No. 13. Proceedings (Translation from Arabic), 19th January 1944, to 20th March 1944.

No. 13.

PROCEEDINGS.

Mr. Eliash : I have not been able to bring my witnesses to-day. We understood that this case will not be to-day as Fawzi Eff. is appearing before the Court of Criminal Assize, but owing to the illness of Mr. Justice Rose the Court did not sit and I was only informed yesterday that this case will be seen to-day. I therefore ask that the case be adjourned to another day.

Fawzi Eff. : I have no objection should the court desire to adjourn the case.

Case adjourned to Friday 28.1.44 to enable defendant to bring his witnesses.

(Sgd.) ALI HASNA.

Friday 28.1.44. Mr. Eliash appeared and said that Fawzi Bey was at the Court of Criminal Assize and asked that the case be adjourned.

Case adjourned.

28.1.44.

(Sgd.) ALI HASNA.

Monday 20.3.44.

Mr. ELIASH.

FAWZI EFF.

Mr. Eliash : I have no witness. The claim of plaintiff cannot be maintained on three grounds. First it appears from the evidence of the

plaintiff that when the sale took place he was not the owner of the registered property and that the Tabu extract which he produced with the Statement of Claim made no mention of his name. He said that his father died about 20 years ago and when the defendant company bought, his name was not registered as one of the heirs. Section 13 of the Land Transfer Ordinance provides that the heirs should enter their names in the Land Register as heirs within one year from the death of their testator. Should they fail to do so they will have no right to claim that they are registered owners. Therefore each purchaser can buy the registered property from the registered owners and he does not care for the unregistered owners. The Company bought on 3.6.42 from the heirs who registered their property at the Tabu Registry and the plaintiff had not registered his name as heir in the Land Register at the time. If he loses his right of priority for this reason, he is responsible in accordance with Section 13 of the Land Transfer Ordinance, and therefore we asked that the case be dismissed but the Court has decided to proceed and hear evidence. After we heard the evidence of the plaintiff, it appeared that he said that he obtained a kushan only on 27.12.43 and showed no reason why he failed to register his name as heir in the Land Registry after the death of his father. His brothers took their kushans in 1942 and the names mentioned in the Tabu Extract are the names of the heirs who sold, and his name was not mentioned in the said extract. The Court cannot give him any remedy as he is responsible for failure to register his name at the Tabu. The second ground is that this case was lodged in reliance on Article 41 of the Land Code and the plaintiff asks for the transfer of the shares which were bought by the company to his name in consideration of LP.750 or for any sum fixed by the Court. In his evidence before the Court and in the evidence of Muhammad Ibrahim both said that the defendant company had many shares in the lands in dispute before the said company bought these shares and that the said company had bought in 1936. He also said that the shares of the company in the said lands are more than his shares and those of his brothers. Therefore the plaintiff is not entitled to claim in reliance on Article 41 of the Land Code, but he is entitled to claim under Article 42 of the Land Code. The only remedy which he can claim is to ask according to his share in proportion to the shares owned by the company. He should therefore produce an extract from the Tabu in all the shares and in accordance therewith ask for what falls to him on grounds of awlawiyeh in the shares lately sold. Whereas he has closed this case the Court cannot now grant him any remedy. He did not amend his statement by showing therein the amount of shares claimed by him. He did not adduce any evidence in respect of clause 5 of the second Issue. The third ground is that he should have produced a plan, as such a plan in such a case is necessary, as it is shown from the Tabu extract that there is a difference in the area. It appears from the Statement of Claim of the plaintiff himself that the area of the land is more than the area registered at the Tabu. He should therefore produce a plan in the said plots showing therein the area of the lands exactly, in order to help the Court to give him the proper remedy. He cannot ask to dispense with a plan in virtue of Section 107 of the Civil Procedure Rules.

On these grounds I ask that the case be dismissed. When plaintiff brings a claim under Article 42 of the Land Code and obtains Tabu

In the Land Court, Jerusalem.

Extracts with regard to the parties and produces a plan in the plots in dispute he would then be able to ask for a remedy.

For delivery of judgment the case is adjourned to Monday 27.3.44.

No. 13. Proceedings (Translation from Arabic), 19th January 1944, to 20th March 1944, *continued.*

(Sgd.) ALI BEY HASNA, Judge.

(Sgd.) N. BARDAKY, Judge.

No. 14.

JUDGMENT.

(Translation from Arabic.)

No. 14. Judgment, (Translation from Arabic), 27th March 1944.

Before :—Their Honours ALI BEY HASNA and Dr. N. BARDAKY.

MUHAMMAD MUSA SALEH MANSOUR - - Plaintiff

V.

1. KEREN KAYEMETH LEISRAEL LTD.
2. LAND DEVELOPMENT CO. LTD.
3. ISMA'IL MUSA SALEH MANSUR
4. FATMEH MUSA SALEH MANSUR
5. HALIMEH MUSA SALEH MANSUR
6. HASAN MUSA SALEH MANSUR
7. MARIAM MUSA SALEH MANSUR - Defendants.

APPLICATION FOR AWLAWIYEH.

In this case, Muhammad Musa Saleh Mansur of Ein Karem alleged that the defendant, the Land Development Co. in Jerusalem, bought on 3.6.42 from the defendants, Ismail Musa Saleh Mansour, Fatmeh, Hasan and Mariam Mansour, their shares in four plots of land situate in Ein Karem Village. The first plot is called el Bassa and is bounded by : Ahmad Akel el Liftawi, Mohammad Ali Issa, Muhammad Ali Haroubeh and a road. The second plot is called Jusur el Maiseh and is bounded by : el Bassa, el Lafatweh and el Mahjarah. The third plot is bounded by : Kharoubeh lands, el Lafatweh, Jusur el Maiseh and waste. The fourth plot is bounded by : el Lafatweh and Kharab.

The said Company mortgaged the lands to the first defendant, the Keren Kayemeth Leisrael.

Whereas Muhammad Musa Saleh Mansour, the plaintiff is a partner and a co-owner in the said lands, and whereas the sale was effected without his consent, and he has a right of awlawiyeh in the lands sold, he therefore, asks that a judgment be entered in his favour to the effect that he is entitled to prior purchase and for the registration of the lands sold in his name upon payment by him of bedl misl to the defendant.

The plaintiff at the hearing of the case dispensed with all the defendants except the Second Defendant the Palestine Land Development Co., and limited his action against this company only. To prove his action he

produced 4 Tabu Kushans marked P.2, P.3, P.4 and P.5. It appears from these exhibits that he has 13 shares out of 480 in each of the two plots known as El Bassa land and El Mahjara lands, and 13 shares out of 876 shares in Jusur el Maiseh and Khanuk Wad Imwadin lands. He produced a witness on the bedl misl of the shares sold to the defendant company by the other partners at LP.25 to LP.30 per dunam.

The defendant company denies the claim of the plaintiff and its attorney did not produce any evidence to the Court. The Defendant's attorney said in his pleadings that the plaintiff has no right to claim awlawiyeh, because when the shares in dispute were sold to the defendant, the plaintiff was not registered in the Tabu as a co-owner in the land and that the plaintiff did not obtain a Kushan except on 27.12.42, whereas Section 13 of the Land Transfer Ordinance provides that the heirs should register the property which they have inherited within one year from the date of the death of the testator. If the heirs fail to register their shares within the prescribed period they will not be considered as registered owners. On the date of the sale, the plaintiff's name was not registered in the Tabu as a registered owner and the plaintiff admits that the Company, prior to the purchase from his brothers, owned shares in the land in dispute more than the shares of the plaintiff and his brothers. The defendant's attorney also said that the plaintiff, therefore, cannot base his claim on Article 41 of the Land Law, but should have based his claim on Article 42, after producing a plan and sketch of the land and after showing the shares of the company and their number and his shares.

After hearing the pleadings of the defence and scrutinizing the statement of claim and the evidence of the plaintiff, we find that the plaintiff is an owner by way of inheritance from his late father who died long ago, even though he obtained his kushan after the said sale, and this fact does not show that he is not a co-owner with his brothers from whom the defendant company had bought the shares in dispute, and even though his brothers registered their shares in the Tabu and he did not register his shares except recently. Section 13 of the Land Transfer Ordinance lays the responsibility of registering the property inherited, upon all the heirs jointly and severally, but it does not mean that the heir who fails to register his share shall be deprived of it. The provision of the section does not state what responsibility falls upon the heirs who fail to register their inherited shares within one year from the date of the death of the testator.

The plaintiff, therefore, in his capacity as owner to certain shares in the said lands sold, has the right to claim awlawiyeh as he is a partner and co-owner in the said lands sold, in accordance with Article 41 of the Land Law.

Whereas the plaintiff admits that the defendant company is a co-owner, in the shares which his brothers sold to it, and whereas he admits that the company owned other shares before it purchased these shares from his brothers, the company, therefore, has the right of awlawiyeh equally as the plaintiff in claiming and possessing the shares of the sellers, in accordance with Article 42 of the Ottoman Land Law, and not in proportion to the shares which each party owned, as pleaded by the advocate for the defence.

In the Land Court, Jerusalem.

No. 11. Judgment, 27th March 1944, *continued.*

As regards the price of the land although the plaintiff produced a witness that the price of the dunam was worth LP.25 to LP.30 at the date of the application, the plaintiff, however, in his statement of claim and in his evidence before us, stated the prices of lands at the time of the application were the same as the price for which the said shares were sold to the defendant company, and he was prepared to pay for the purchase of the said shares the same price paid for them, namely LP.750. Therefore and whereas the plaintiff has the right of priority to take half the sold shares namely 30½ shares out of 61 shares out of 480 shares in each of the plots of Bassa and El Mahjara and 30 shares and a half out of 61 shares out of 576 shares in each of the lands of Khanuk Wad Imwadin and Jusur el Maiseh, we therefore decide that the plaintiff should pay the sum of LP.375 as price of the said shares and that registration thereof be made in his name in the Tabu after cancellation of its registration in the name of the defendant company, and after he will pay the amount of the mortgage to the mortgagee company in proportion with these shares in the mortgaged capital on the land, and the plaintiff should pay the sum of LP.375 within one week from to-day to the Court, and after payment of the amount of the mortgage this amount will be paid on account of the amount of the mortgage.

The defendant company namely the Palestine Land Development Co. shall pay the costs, fees and LP.5 advocate's fees.

Delivered in presence of the plaintiff and counsel for the defendant company this 27th day of March, 1944.

(Sgd.) JUDGE HASNA. (Sgd.) JUDGE BARDAKY.

No. 15. Application to have the Transfer effected within three months, 11th April 1944.

No. 15.

APPLICATION to have the Transfer effected within three months.

MUHAMMAD SALEH MANSOUR - - - Plaintiff

vs.

PALESTINE LAND DEVELOPMENT CO. LTD. Defendant.

NOTICE OF MOTION

TAKE NOTICE that the Court will be moved on the 21st day of April, 1944, at 9 o'clock in the forenoon, or so soon thereafter as counsel can be heard, that the Court may order that the transfer, the subject matter of the Judgment delivered by the Court on 27.3.44, shall be effected within such period not exceeding three months as the Court may

deem fit in accordance with Section 6 (2) of Cap. 78 and that the costs of this Motion be provided for.

In the Land Court, Jerusalem.

No. 15. Application to have the Transfer effected within three months, 11th April 1944, *continued.*

Dated this 11th day of April, 1944.

(Sgd.) M. ELIASH,
Attorney for Defendant.

To :—Fawzi Bey Husein,
Advocate for Plaintiff,
Jerusalem.

AFFIDAVIT

I, M. ELIASH, Advocate of Jerusalem, solemnly and sincerely declare and affirm as follows :—

1. By its Judgment delivered on 27.3.44 in Land Case No. 24/43, the Land Court awarded to Plaintiff the right to claim transfer of certain lands, and require the Plaintiff to pay a certain amount into Court.

2. Such payment having been made the provisions of Section 6 (2) of Cap. 78 become applicable.

In witness whereof I have hereunto set my hand this 11th day of April, 1944.

(Sgd.) M. ELIASH.

I solemnly and sincerely declare and affirm that this is my name and signature and that the contents of this my affidavit are true.

(Sgd.) M. ELIASH.

Affirmed by Mr. M. Eliash before me this 11th day of April, 1944, at Jerusalem.

(Sgd.) B. LEVY,
Magistrate, Jerusalem.

In the Land Court, Jerusalem.

No. 16. Proceedings (Translation from Arabic), 21st April 1944.

No. 16.

PROCEEDINGS.

(Translation from Arabic.)

Before : H. H. Judge ALI BEY HASNA.
H. H. Dr. N. BARDAKY, Judge.

In the Case of :—

MUHAMMAD SALEH MANSOUR — Plaintiff (Respondent)

Vs .

PALESTINE LAND DEVELOPMENT CO. LTD. — Defendant (Applicant). 10

Date of Hearing : 21.4.44.

For Applicant : Mr. SCHARF.

For Respondent : FAWZI BEY HUSSEIN.

Mr. Scharf : On 27.3.44 this Court gave Judgment in Land Case No. 24/43 to the effect that the Plaintiff Muhammad Mansour has the right to the transfer of certain shares in land by way of prior purchase against payment of an amount fixed by it, and subject to the payment of the mortgage debt in respect of these shares. The Plaintiff has paid into Court the price of the land. In accordance with Section 6 (2) of the Land Law 20 (Amendment) the Court may fix the period during which the transfer should be effected in the Land Registry which period should not exceed three months. In case Plaintiff does not comply with the order within the said period, he has no right of prior purchase.

Fawzi Bey : We do not object to the transfer being effected within three months but we pray that the Court may fix the sum my client has to pay on account of the mortgage debt on the shares he is claiming by prior purchase.

No. 17. Order, 25th April 1944.

No. 17.

ORDER. 30

(Translation from Arabic.)

The Court order that in accordance with Section 6 of the Land Law Amendment Ordinance 1933, the transfer of the shares awarded to Plaintiff, Muhammad Mansour, shall be effected within three months from the date of Judgment, 27.3.44 without costs or advocate fees.

Given this 25.4.44 in presence of both parties' attorneys.

(Sgd.) ALI HASNA, Judge.

(Sgd.) N. BARDAKY, Judge.

No. 18.

NOTICE AND GROUNDS OF APPEAL.

In the Supreme Court, sitting as a Court of Appeal, Jerusalem.

No. 18. Notice and Grounds of Appeal, 25th April 1944.

IN THE SUPREME COURT SITTING AS A COURT OF APPEAL, JERUSALEM.

PALESTINE LAND DEVELOPMENT CO. LTD., JERUSALEM - Appellant

Vs.

MUHAMMAD SALEH MANSOUR Respondent.

Civil Appeal No. 153/44.

Appeal is hereby made from the judgment of the Land Court of Jerusalem, delivered on 27.3.44, in Land Case No. 24/43, an action for prior purchase (awlawiyeh), by which judgment Respondent was granted the right to obtain transfer of certain shares in 4 parcels of land against payment of certain consideration.

The following grounds of appeal are respectfully urged :—

1. The Court below erred in allowing a claim of awlawiyeh made by a person who was not a registered owner at the time of the sale.

2. The Court below erred in allotting the shares in proportion to the number of the registered owners, and not in proportion to their holdings.

3. The Court below erred in not applying to the present case Rule 106 of the Civil Procedure Rules, 1938, particularly so since it was quite obvious from Plaintiff's case that the registered area was not the true area of the land.

4. In the absence of a plan, and the evidence led by Plaintiff being as to the price per dunam, the Court below could not have lawfully arrived at the total figure set by them as the value of the land on the day of instituting the action.

5. The Court below erred in dealing with a mortgage in the absence of the Mortgagees and in deciding that the mortgage should be only partially discharged.

6. The Court below erred in issuing judgment without ascertaining the amount payable to the mortgagees in respect of discharging the mortgage from the land in issue.

Wherefore it is prayed that this appeal be allowed, that the judgment of the Court below be set aside, and that Respondent's action be dismissed, with costs and advocate's fees here and in the Court below.

(Sgd.) M. ELIASH,

Attorney for Appellant.

In the Supreme Court sitting as a High Court of Justice, Jerusalem.

No. 19. Petition to the High Court of Justice with Exhibits, 26th June 1944.

No. 19.

PETITION to the High Court of Justice with Exhibits.

IN THE SUPREME COURT
SITTING AS A HIGH COURT OF JUSTICE
JERUSALEM.

KEREN KAYEMETH LEISRAEL LTD. Jerusalem Petitioner

vs.

1. HIS HONOUR JUDGE ALI BEY HASNA, in his capacity as Assistant Chief Execution Officer, Jerusalem
2. MUHAMMAD MUSSA SALEH MANSOUR - Respondents.

High Court Case No. 76/44.

PETITION for an Order to issue to First Respondent to show cause why he should not abstain from executing the Judgment of the Land Court Jerusalem dated 27.3.44 and subject matter of Execution File No. 169/44.

THE HUMBLE PETITION of Petitioner

SHEWETH :—

1. The Petitioner is a company limited by shares, incorporated under the laws of England, and having a registered office and place of business in Jerusalem.

2. In the month of September, 1942 the Petitioner granted two loans secured by mortgages to the Palestine Land Development Co. Ltd., a company duly registered and carrying on business in Palestine. The details of the mortgages are as follows :—

Date	No. of Deed	Amount secured
2.9.42	3131/42	LP.10656.700mils.
4.9.42	3140/42	LP. 3464.400mils.

3. As security, the mortgagor company mortgaged to Petitioner 3 pieces of land under the first mortgage, and 5 pieces of land under the second mortgage. In all cases the mortgagors held undivided shares in the said pieces of land.

4. In respect of shares in 4 pieces of land the Second Respondent brought an action for awlawiyeh against the mortgagor company, claiming that he was entitled to prior purchase. He cited as Defendants to that action (L.C. 24/43, Land Court, Jerusalem) the Petitioner and also the vendors to the mortgagor company, in addition to the mortgagor company itself, the purchaser of the shares claimed.

5. At the first hearing of the case, however, the Second Respondent withdrew his action against the Petitioner and the vendors, and confined his action to a sole defendant, namely the mortgagor company. This was done with permission of the Court.

6. On 27.3.1944 the Land Court of Jerusalem delivered judgment in Ex. 1. the above land action, awarding the Second Petitioner the right of prior

purchase to certain shares in 4 plots of land, but ordering him at the same time to redeem and discharge a proportionate share of the mortgages due to Petitioner. At the time of delivery of judgment Petitioner was no more a party to the proceedings.

7. The judgment of the Land Court (Hasna, J. and Bardaky, J.) does not prescribe the method of calculation of the proportionate share of the mortgages, and does not state whether for that purpose all the lands mortgaged to Petitioner are to be assumed to be of equal value, or otherwise.

8. A copy of the said judgment was served on Petitioner on or about the 22nd of June, 1944, and on the 25th of June, 1944 in the afternoon Petitioner was served with a notice from the Execution Office, Jerusalem, calling upon Petitioner " to carry on the above mentioned judgment and to register . . . within 7 days of notice according to the above mentioned judgment."

Ex. 2.

9. Petitioner became aware that the Assistant Chief Execution Officer (Hasna, J.) will on 26.6.1944 consider an account prepared by the Second Respondent, computing the amount to be paid by the Second Respondent in partial discharge of Petitioner's mortgage, and that he may thereupon order the Land Registry to discharge the mortgage on payment of that amount.

10. Thereupon Petitioner, represented by an advocate appeared before the First Respondent on 26.6.1944, and made the following submissions :—

(A) that not being a party to the judgment, Petitioner should be given an opportunity to oppose it in such manner as he may be advised ;

(B) that the account submitted by Second Respondent was wrong in every particular, showing wrong areas, and entirely miscalculating even the simple arithmetical proportion of the mortgages due on the shares to be discharged ;

(C) that the proportion cannot be computed arithmetically, but that each parcel of land must be evalued for that purpose ;

(D) that under no provision of law known to Petitioner can Petitioner be forced to break up his mortgage, to receive a part payment, and to discharge part of his security.

11. The mortgagor company also appeared at the same time before the First Respondent, making certain objections to the account presented by the Second Respondent.

12. The First Respondent thereupon issued an Order, disregarding entirely the Petitioner and his position, and ordering execution to proceed on certain terms to secure the interests of the mortgagor company, unless an Order of this Honourable Court staying the proceedings be produced within 24 hours. The reason of the urgency, as submitted by Second Respondent, was that the 26th day of June, 1944 was the last day on which he had to complete the transfer.

Ex. 3.

Ex. 4.

In the Supreme Court sitting as a High Court of Justice, Jerusalem.

No. 19. Petition to the High Court of Justice, with Exhibits, 26th June 1944, *continued.*

13. Petitioner may sustain damage by the execution of the judgment to which he was no party, by acceptance of the principle of proportionate computation on the assumption that all parts of the security are of equal value, and by being forced to accept part payment and suffer a partial discharge of the security.

14. The Petitioner's claim is, therefore, for an Order commanding the First Respondent to cancel his Order given on 26.6.1944, to abstain from executing the Judgment in so far as Petitioner is concerned, or alternatively, to order the First Respondent to discharge the mortgage only on payment in full by the Second Respondent, or on payment of a proportionate share on proper valuation and survey, and commanding the Second Respondent to pay the costs of this application, including advocate's fees.

(Sgd.) M. ELIASH,

Attorney for Petitioner.

AFFIDAVIT.

I, M. Eliash, advocate of Petitioner, solemnly and sincerely declare and affirm :—

1. The statements made in paragraphs 1, 2, 3, 4, 7, 8, and 9 of this Petition are true.

2. The statements made in paragraphs 5, 6, 10–13 of this Petition are true to the best of my knowledge, information and belief.

Affirmed this 27th day of June, 1944, at Jerusalem.

(Sgd.) M. ELIASH,

Deponent.

Affirmed before me, Michel Cotran, Assistant Registrar of the Supreme Court, this 27th day of June, 1944, at my office in the Law Courts, Jerusalem, by Mr. M. Eliash, who is personally known to me.

(Sgd.) M. COTRAN,

Assistant Registrar, Supreme Court of Palestine.

Exhibit 1.

Judgment of the Land Court, Jerusalem, in Land Case No. 24/43, dated 27.3.44.

See No. 11 on page 12 of this Record.

Exhibit 2.

Notice from the Execution Office, Jerusalem.

In the Supreme Court sitting as a High Court of Justice, Jerusalem.

No. 19.
Petition to the High Court of Justice, with Exhibits, 27th June 1944, *continued.*

No. of Execution File 169/44.

PALESTINE

NOTICE OF EXECUTION OF JUDGMENT

Execution Office of District Court, Jerusalem.

To Keren Kayemeth Leisrael Ltd., Jerusalem, Rehavia.

In accordance with the Judgment given against you in the Land Court, Jerusalem, in favour of M. Mansour on 27.3.44 you are called upon to carry out the afore-mentioned Judgment and to register 30½ out of 61 shares in each plot of El Bassa and Mahjarah and 30½ out of 576 shares in each of Jusur el Miseh and Khanuk of Ein Karem lands in the name of the Judgment Creditor within seven days of this notice in accordance with the said Judgment.

Date 22.6.44 M. KAZMI.

Signature.

I certify that on 25.6.44 I served a copy of this Notice to who

Process Server.

Witness

Recipient.

Exhibit 3. Exhibit 3.

Order of Assistant Chief Execution Officer.

(Translation from Arabic.)

Execution Case No. 169/44.

IN THE DISTRICT COURT OF JERUSALEM.

Before: His Honour 'ALI BEY HASNA.

MUHAMMAD MUSSA SALEH MANSOUR - Judgment Creditor

V.

1. KEREN KAYEMETH LEISRAEL LTD.
2. LAND DEVELOPMENT CO. LTD. Judgment Debtors.

Application to declare the amount of the mortgage due on the plots required to be transferred in accordance with the Judgment of the Land Court in Land Case No. 24/43.

ORDER.

The notice which Mr. Scharf and Mr. Olshan argued, and which was sent to them by the Execution Office under Article 38 of the Execution Law, was not necessary to be sent to them in this case as there is no order against them requiring them to do anything. Only the judgment should

In the Supreme Court sitting as a High Court of Justice, Jerusalem.

No. 19. Petition to the High Court of Justice, with Exhibits, 27th June 1944, *continued.*

be sent to the Land Registration Department to effect the transfer in the name of the judgment creditor after payment by him of the amount due on the share adjudged to him from the value of the mortgage in the Cash Office of this Court.

The judgment creditor submitted an affidavit as to the amount due on the share adjudged to him and produced a Bank Guarantee, so that in case the amount stated by him should turn out short he would pay the difference which the mortgagor and the mortgagee will claim in addition to the figures stated by him.

The attorney for the judgment debtor, Mr. Eliash, filed an application to the Execution Office on 23.6.44, wherein he asked that the account be made in presence of both parties. To-day, I called both parties before me, and the judgment creditor calculated the amount due on the share adjudged to him. The two attorneys for the other party said that they cannot know at present the amount due on the shares. I agree that the attorney for the judgment creditor should pay the amount which he declared is due on the shares adjudged to him, provided that should it appear that this amount is short, the difference should be collected from the Bank. The attorney for the judgment creditor consented that the said shares should remain under attachment after their transfer to the name of his client pending the determination of the account which shall be calculated by the attorney for the judgment debtors, and after the payment of the amount by the judgment creditor into the cash office of this Court. The Registrar of Lands should be informed to transfer the said shares to the name of the judgment creditor and to note that the property is under attachment until further notice from this Court.

Given this 26th day of June, 1944.

(Sgd.) ALI HASNA,
Asst. Chief Execution Officer.

Exhibit 4.

Exhibit 4.

Order of the Assistant Chief Execution Officer.

(Translation from Arabic.)

Execution Case No. 169/44.

IN THE DISTRICT COURT OF JERUSALEM.

Before :—His Honour 'ALI BEY HASNA.

MUHAMMAD MUSSA SALEH MANSOUR - Judgment Creditor

V.

1. KEREN KAYEMETH LEISRAEL LTD.
2. LAND DEVELOPMENT CO. LTD. Judgment Debtors.

Application to declare the amount of the mortgage due on the plots required to be transferred under the Judgment of the Land Court in Land Case No. 24/43, Jerusalem.

ORDER.

It appears from this application that the intention of the judgment debtor's attorney is to take advantage of the expiry of the time fixed for

the registration of the shares in the name of the judgment creditor, as the time fixed for him in the judgment is about to expire. The non-registration of the shares within the time fixed for the judgment creditor, would constitute a loss of his right to the registration, but if the shares were registered in his name, no damage would be sustained by the judgment debtor inasmuch as he appealed from the said judgment.

Wherefore, and in view of the fact that the time fixed will expire to-morrow, I therefore grant Mr. Scharf, the attorney for the judgment debtor, an extension of 24 hours, in order to submit an application to the High Court to stay and set aside my above-mentioned judgment.

Given this 26th day of June, 1944.

(Sgd.) ALI HASNA,
Asst. Chief Execution Officer.

No. 20.

ORDER NISI.

This petition coming on this date before this Court in the presence of Mr. Eliash, petitioner's advocate, THIS COURT DOTH ORDER that a rule nisi do issue directed to the first respondent calling upon him to show cause why he should not cancel his order dated 26th June, 1944, and why he should not abstain from executing the judgment of the Land Court, Jerusalem, dated 27th March, 1944, subject matter of Execution file No. 169/44, in so far as petitioner is concerned, or alternatively why the first respondent should not discharge the mortgage only on payment in full by the second respondent, or on payment of a proportionate share on proper valuation and survey.

AND IT IS FURTHER ORDERED that the respondents do file their reply, if they be so advised, within eight days from the date of service hereof and that the petition be returnable in this Court on Thursday the 27th day of July, 1944, at 9 o'clock in the forenoon.

AND IT IS FURTHER ORDERED that execution proceedings be stayed pending the determination of this petition.

Given this 27th day of June, 1944.

BY THE COURT,

(Sgd.) L. A. W. ORR,
Chief Registrar.

In the Supreme Court sitting as a High Court of Justice, Jerusalem.

No. 21. Affidavit in reply by second Respondent with Exhibit, 9th July 1944.

No. 21.

AFFIDAVIT in reply by second Respondent.

I, Muhammad Mussa Saleh Mansour, the second Respondent herein, make oath in reply to the petition of the Petitioner praying that the application of the Petitioner may be dismissed and the order nisi discharged on the grounds following :—

1. Petitioner cannot have any right in respect of the mortgage on the shares as adjudged to second respondent by the Land Court of Jerusalem in the Land Case No. 24/43. Petitioner, when executed the said mortgage had notice of the claim by second respondent of Awlawiyeh or prior purchase.

2. The second respondent immediately when he heard of the disposition of the lands in the Land Registry to the Palestine Land Development Company served on Land Registrar of Jerusalem a notice of his claim which notice is dated 22.6.42. Exh. " A " is a copy thereof.

3. A similar notice was sent to the Palestine Land Development Company Ltd.

4. The said mortgage, in the submission of the second respondent, was fictitious and collusive and merely aimed at defeating the claim of second respondent for Awlawiyeh.

5. Petitioner, therefore, does not come with clean hands to this Court.

6. It is submitted that the Petitioner cannot obtain his remedy if any, from this Court and he should be directed to apply to the appropriate Court.

7. The Palestine Land Development Company has appealed against the said judgment of the Land Court and one of the grounds of appeal is the mode of calculation of the amount for the redemption of the mortgage in respect of the shares adjudged to second respondent. Petitioner is a party to that appeal.

8. Intending to carry out the said judgment of the Land Court, the second respondent, through his advocate, served a notice on the Petitioner to appear at the Land Registry of Jerusalem on 23.6.44 to receive money and effect the release of the mortgage in proportion to the shares as adjudged. The judgment itself was previously served on the Petitioner through the Execution Office of Jerusalem.

9. Petitioner failed to appear at the Land Registry on the said appointed day. Instead, Mr. Scharf, an advocate attached to the office of Mr. M. Eliash, appeared and made certain representations. It transpired, however, from subsequent proceedings, that the said Mr. Scharf was representing the P.L.D.C. Ltd., and not the Petitioner.

10. Petitioner, furthermore, failed to state to the second Respondent, the first respondent, the Land Registrar of Jerusalem and the Director of Land Registration (to whom the file was referred by the Land Registrar) what was the amount which he assessed as payable for the release of the

mortgages in the terms of the judgment. He failed to state any sum. Second Respondent was ready at all material times to meet any reasonable assessment.

11. Anticipating that the Director of Land Registration would refer the second respondent to the First Respondent to determine the amounts of mortgages to be released Mr. Eliash filed on 23.6.44 an application at the Execution Office of Jerusalem in file No. 169/44 requesting that such amounts be determined in his presence.

12. That request of Mr. Eliash was acceded to. An execution sitting fixed for Sunday, 25.6.44 was convened on 26.6.44 to enable Mr. Eliash to make his representations. Second Respondent had previously served on him an application supported by affidavit verifying the account he had submitted for the assessment of the amount of the mortgages concerned.

13. While objection was made on behalf of Petitioner to the account made by second respondent Petitioner offered no alternative calculation. He failed to state any sum whatsoever.

14. Second Respondent denies that Petitioner had ever asked that the whole mortgage debts be paid by second respondent. Petitioner is therefore estopped from making the prayer to that effect before this Court.

15. Petitioner will suffer no damage from the release of the mortgages before maturity as no interest is payable on them.

16. Second respondent submits that the calculation he has made is based on the mortgage deeds certified copies of which were filed by him in the Land Registry file No. 1277/44 and in file No. 169/44 in the Execution Office of Jerusalem which concern the execution of the judgment of the Land Court of Jerusalem. The areas of the shares mortgaged are conclusive as against the Petitioner.

17. Having regard to the mortgage deeds themselves Petitioner is estopped from saying that the lands have different values as he has not advanced monies on specified localities but on shares in them. The aggregate area of such shares are easily known in the mortgage deeds.

18. Petitioner as mortgagee can have no better rights in the lands than the mortgagor. Petitioner must take the risk for advancing money on a security which was defeasible in law of which he had constructive notice.

19. Second Respondent further submits in the alternative that although he had paid into Execution Office the sum of LP.956.640 over and above the bedl el misl and has filed further a bank guarantee to meet any claim in respect of the release of mortgage and has suffered a mortgage on the shares adjudged to him, he was not bound to do so on the true construction of the judgment. He was advised to do so and he did so to show his bona fides and *per abundante cautella*. The judgment in his submission did not anticipate that the mortgage debts on the shares adjudged to him would be in excess of the *bedl el misl* as ordered.

20. Having paid the *bedl el misl* as ordered by the Court the lands in question became vested in him as from the date of such payment and he became the owner thereof.

21. Referring to para. 8 of the Petition, second respondent submits that it does not correctly state the law and the first correctly decided the

In the Supreme Court sitting as a High Court of Justice, Jerusalem.

No. 21. Affidavit in reply of Second Respondent with Exhibit, 9th July 1944, *continued.*

law. Furthermore the clerk of the Execution Office issued the Notice —Exh. 2 of the Petition—of his own accord and without authority.

22. Petitioner's name was never struck out of the statement of claim of second respondent in the Land Court of Jerusalem in file No. 24/43. Petitioner was and still is a party on record. The second respondent's advocate merely stated during the proceedings that he had no claim of awlawiyeh against the Petitioner which was a fact. Petitioner could make at all times any submission in Court and was at all times represented by counsel.

23. Second Respondent further states that order of the first respondent has been carried out and the judgment of the Land Court aforementioned has been already executed in that the bedl el misl has been paid, the sum of LP.956.640 deposited and paid to the account of Petitioner, and a bank guarantee filed in the Execution Office. The Land Registry of Jerusalem has further accepted the transfer fees and release of mortgages fees and duly paid before the order of stay was officially communicated to the Execution Office and/or the Land Registrar.

24. The Petition of the Petitioner does not disclose all the facts.

This affidavit is made in support of the application of the second Respondent for the discharge of the rule nisi and the dismissal of the petition with costs and advocate's fees.

I swear that all the facts contained in this affidavit are true to the best of my knowledge, information and belief.

Dated this 9th day of July, 1944.

MUHAMMAD MOUSSA SALEH MANSOUR.

Sworn to by Muhammad Mussa Saleh Mansour of Ein Karem who affixed his signature hereunto in my presence at Jerusalem this 9th day of July 1944.

(Sgd.) H. KATEB,
Magistrate.

Exhibit "A."

Exhibit "A."

Notice to the Land Registrar.

Registrar of Lands,
Jerusalem.

Subject :—Land File No. 913/42.

Sir,

This is to bring to your notice the fact that on 3.6.42 in the above file a certain area of land situated within the municipal boundaries of the city of Jerusalem was transferred by the heirs of Mussa Saleh Mansour of Ein Karem to the name of the Palestine Land Development Co. Ltd. against payment of the sum of LP.750 in accordance with a receipt No. 630868.

This transaction involves the transfer of Masha shares and I the applicant Muhammad Mussa Saleh Mansour of Ein Karem being a co-sharer in the said land and desirous of purchasing the said sold shares by virtue of my right of preference (Priority) under article 41 of the Land Code do hereby register my claim to the said shares which claim will be followed by the institution of a case in the usual way should this be found necessary.

22.6.42 (Sgd.) MUHAMMAD MUSSA SALEH MANSOUR.

In the Supreme Court sitting as a High Court of Justice, Jerusalem.

No. 22. Proceedings 14th September 1944.

No. 22.

PROCEEDINGS.

Before : Mr. Justice EDWARDS.

Return to Rule Nisi issued on the 27th day of June, 1944, directed to the first Respondent calling upon him to show cause why he should not cancel his order dated 26th June, 1944, and why he should not abstain from executing the Judgment of the Land Court, Jerusalem, dated 27th March, 1944, subject matter of Execution File No. 169/44, insofar as Petitioner is concerned, or alternatively why the first Respondent should not discharge the mortgage only on payment in full by the second Respondent, or on payment of a proportionate share on proper valuation and survey.

For Petitioner : Mr. M. ELIASH and Mr. M. SCHARF.

For Respondents : No. 1 absent—served.

No. 2 FAWZI BEY EL GHUSSEIN.

Fawzi Bey : Two grounds for Order Nisi, paragraphs 13 and 14 of Petition.

Mortgagee : Court below could not effect his rights. Order of Ali Bey Hasna of 26.6.44. " Proportionate computation." Right of a mortgagee in any case C.A. 72/42 9 P.L.R. p. 494. Validity depends on validity of rights of mortgagor, Halsbury (2nd edition), volume 23, p. 543, para. 800. Paragraph 2 of second Respondent's affidavit in reply. On 22.6.42 notice was given that we had a claim of awlawiyeh. Mortgage carried out three months after date of this notice, and within one year of date of sale subject to a claim of awlawiyeh within one year. Constructive notice which would have been revealed to Mortgagee had proper inquiries or search been made. As to " proportionate computation " i.e. amount judgment creditor had to pay to get the land transferred to him. Paragraph 10 of petition—admits that before the order for transfer was given, petitioner himself was present, and he should have joined in the appeal lodged by the defendant (applicant). Petitioner was respondent and still is. The claim of awlawiyeh was confined to the other defendant and no one else ; for how could I bring a claim against petitioner who was only a mortgagee ? Rule 339 of Civil Procedure Rules 1938. Petitioner could have joined as a third party to appeal.

The very question of proportionate computation was raised in the appeal and the appeal is still pending in the Supreme Court (C.A. 153/44).

Paragraph 10 (B) of Petition. This will be raised in the appeal. Paragraph 10 (C) also.

Paragraph 10 (D)—Paragraphs 11 & 12.

Two orders of 22.6.44.

Judgment of 27.3.44.

Land Courts Ordinance (Cap. 75) sec. 5.

See Order of Assistant Chief Execution Officer of 26.6.44.

In the Supreme Court sitting as a High Court of Justice, Jerusalem.

No. 22. Proceedings 14th September 1944, *continued.*

Application of 23.6.44 by Scharf for calculations to be made. Remedy is not by coming to High Court. No harm is being done by the transfer.

The issue is involved in the appeal. The land was bought for LP.375 and mortgaged for LP.900 which is not been considered sufficient. The Petitioner considers the value over LP.900. This is eminently involved in awlawiyeh. The question is between Petitioner and the appellant to the Appeal. We have submitted a bank guarantee in addition to our payment of LP.900, our object is to meet any deficiency.

The Petitioner himself applied to Ali Bey Hasna to make a computation.

Dr. Eliash could have applied to the Land Court or Court of Appeal for a stay.

Is mortgagee entitled, after having had constructive notice of this claim, to come and say that this transaction is prejudicial to his interests ?

Is the question of computation being raised somewhere else ? Could he have applied to the Land Court or Court of Appeal to be joined as a third party ? He could have joined under Rule 339 as a third party.

Fawzi Bey finished.

Now 1.10 p.m.

Another case still to be heard and may be completed.

Order : adjourned till 22.9.44 at 9 a.m.

14.9.44 Sgd. D. EDWARDS.

22nd September 1944.

22.9.44 Resumed. Court and Bar as before.

Fawzi Bey (with leave of Court). Execution of this Judgment has been completed but payment of fees in Land Registry. Rule of this Court not to interfere after the judgment has been executed.

High Court 8/40, Annotated Supreme Court Judgments (1940), Vol. I page 76 (Judgment dated 4.3.40) and Palestine Law Reports, Vol. 7 page 121.

High Court 119/42, Annotated Supreme Court Judgments (1942), Vol. 2 page 942 (Judgment dated 11.12.42).

High Court 16/41 and 17/41 Lavanon's Current Law Reports, Vol. 9 page 173 (Judgment dated 8.4.41).

Alternative remedy have by making themselves parties or a party to this appeal.

Dr. Eliash : This judgment is incapable of execution and has not yet been executed.

Question I. Were petitioners parties to this judgment ?

Answer. No. Clear from judgment itself.

Question II. Could any judgment be given affecting our rights ?

Answer. No. If anyone loses his title to land the mortgagee also loses ; but then he must be a party to the proceedings. You must bring mortgagee to Court also. You cannot make collusion and defeat mortgagee behind his back.

Title of mortgagor not declared faulty. Not shown that Palestine Land Development Company had no good mortgage. The incumbrance is not destroyed. Our interests could not be touched at all or affected.

Were they affected by the judgment ? Yes. Article 731 Mejelle applies also to mortgagee. The judgment interferes with my rights. Can this judgment giving no fixed amount in money be executed at all ? See our petition.

Mortgage is not only on this land, but on several other pieces of land. Paragraph 3 of Petition. Out of 8 pieces Respondent wants 1/2 share out of 4. Who is to work out this proportion if the Court did not do it ? Execution Officer cannot make out proportions. Who is to decide whether all the pieces of land are of equal value ? Land is not like shoe strings.

Is my security on each 59 metres equally ? The judgment does not tell the Execution Officer the amount.

High Court 66/38 Palestine Law Reports Vol. 6 page 62 at page 65.

Next, what was our remedy ? Obviously we had to wait till after judgment had been served on us.

Article 38 Execution Law.

Paragraph 8 of petition ; served on 22.6.44 and 25.6.44. Notice served on Petitioner by Execution Officer, Jerusalem. I have my seven days from 25.6.44 (expired on 2.7.44). See the two orders of Execution Officer—he misdirected himself—see order of 26.6.44. Article 38, notice is sent so that I can raise objections, calling on us to raise any objection. Ali Bey Hasna could not sit on my matter and decide it on 26.6.44 because I had seven days from 22.6.44. See paragraph 10 of Petition.

See Order of Ali Bey Hasna of 26.6.44.

See Order of Mr. Justice Rose of 27.6.44—stay of execution. The judgment was *never* executed. Ali Bey Hasna himself said that he granted a stay.

Where is the order of Execution Officer to register ? As to alternative remedy viz. an appeal ? I cannot appeal as I was not a party. No third party procedure for intervention in an appeal. Rule 313 does not apply. As to Rule 317—means a party to the case.

Even if Palestine Land Development Company cite us as a respondent, the present respondent can stand up and throw me out and say he is not appealing against me.

See High Court 66/38 does not say that a party not a party to the original proceedings should appeal. Estoppel ? Because I appeared before him.

Re paragraph 11 of affidavit of respondent. My reply is that I did so on behalf of Palestine Land Development Company. The account is absolutely wrong. See my account submitted here. He is going to discharge my mortgage on payment of LP.956—when mortgage is for over LP.13,000.

Lastly, clear from Chief Execution Officer's ruling that it ought to have been executed by the present respondent before 27th June, 1944.

He served seven days notice on 25.6.44. So he was out of time altogether. A notice *was necessary*. The judgment was dead 3 months from 27.3.44—expired on 26.6.44. Vol. I (1944), All England Law Reports 641 and 640. I ask order to be made absolute with costs.

Order : C.A.V.

(Sgd.) D. EDWARDS,
Judge.

22.9.44.

In the Supreme Court sitting as a High Court of Justice, Jerusalem.

No. 23.
Order, 26th September 1944.

No. 23.

ORDER in High Court No. 76/44.

Before :—Mr. Justice EDWARDS.

In the Application of :—

KEREN KAYEMETH LEISRAEL LTD. Petitioners

vs.

1. HIS HONOUR JUDGE ALI BEY HASNA in his capacity as Assistant Chief Execution Officer, Jerusalem
2. MUHAMMAD MUSSA SALEH MANSOUR Respondents.

Return to a rule nisi issued on the 27th day of June, 1944, directed to the first respondent calling upon him to show cause why he should not cancel his order dated 26th June, 1944, and why he should not abstain from executing the judgment of the Land Court, Jerusalem, dated 27th March, 1944, subject matter of Execution File No. 169/44, in so far as petitioner is concerned, or alternatively why the first respondent should not discharge the mortgage only on payment in full by the second respondent, or on payment of a proportionate share on proper valuation and survey.

For Petitioner :—Mr. M. ELIASH & Mr. M. SCHARF.

For Respondent :—No. 1—Absent—served.

No. 2—FAWZI BEY of Ghussein.

This is the return to an order nisi directed to the Assistant Chief Execution Officer, Jerusalem, calling upon him to show cause why his order of 26th June, 1944, should not be set aside.

The facts briefly are that the second respondent to this petition was the successful plaintiff in an action for Awlawiyeh brought against the Palestine Land Development Co. Ltd. The present petitioners were originally defendants to that action namely Land Case No. 24/43 Land Court of Jerusalem ; but the plaintiff at the hearing of the case dropped the action against all the defendants except the Palestine Land Development Company who contested the action.

The Land Court composed of Judges Ali Bey Hasna and Dr. N. Bardaky decided in favour of the plaintiff in the following terms :—

> " . . . we therefore decide that the plaintiff should pay the sum of LP.375 as price of the said shares and that registration thereof be made in his name in the Tabu after cancellation of its registration in the name of the defendant company ; and after he will pay the amount of the mortgage to the mortgagee company in proportion with these shares in the mortgaged capital on the land, and the plaintiff should pay the sum of LP.375 within one week from to-day to the Court, and after payment of the amount of the mortgage this amount will be paid on account of the amount of the mortgage.
>
> The defendant company namely the Palestine Land Development Co. shall pay the costs, fees and LP.5 advocate's fees."

The Palestine Land Development Company were the owners of the land there was no dispute as to their title ; but the present petitioners had lent money to the Palestine Land Development Co. and as security the Palestine Land Development Co. granted the present petitioners two mortgages under the first of which eight pieces of land were mortgaged and under the second of which nine pieces of land were mortgaged. At the time of the mortgage the Palestine Land Development Company held undivided shares in the said pieces of land. The action for awlawiyeh was brought in respect of four of those pieces of land. It is to be observed that the judgment of the Land Court does not prescribe the method of calculation of the proportionate share of the mortgages nor does it state whether for that purpose all the lands mortgaged to the petitioners are to be assumed to be of equal value or not. The copy of that judgment was served on the petitioners on the 22nd June, 1944 and on the 25th June the petitioners were served with a notice from the Execution Officer, Jerusalem, calling upon them to carry out the above mentioned judgment and to register . . . within 7 days of notice. The petitioners on becoming aware of the fact that the Asst. Chief Execution Officer (Judge Ali Bey Hasna) would on 26th June, 1944, consider an account prepared by the present second respondent computing the amount to be paid by the latter in partial discharge of the petitioners' mortgage, and being afraid that the Execution Officer might thereupon order the Land Registrar to discharge the mortgage on payment of the amount found due, appeared before the Assistant Chief Execution Officer (first Respondent) on the 26th June, 1944, and made certain submissions objecting to what was being done.

The Palestine Land Development Company were also represented before the first respondent and also took certain objections to the account presented by the second respondent. Nevertheless, the first respondent issued an order directing the Land Registrar to transfer certain shares to the name of the present second respondent on certain terms and conditions set out in his order of 26th June, 1944. It is that order which is now attacked by the petitioners.

At the hearing on the return day, Fawzi Bey Ghussein, on behalf of the second respondent, argued that the right of a mortgage depends on the right of the mortgagor (Civil Appeal No. 72/42, P.L.R. Vol. 9, p. 494 and Hailsham, Vol. 23, p. 543, para. 800). This is, no doubt, true ; but, as Dr. Eliash, for the petitioners, has rightly contended, the title of the Palestine Land Development Company was a good one and nothing should be done to the prejudice of the rights of the present petitioners without their being heard.

Fawzi Bey Ghussein also argued, that having appeared before the Asst. Chief Execution Officer on the 26th June, 1944, the petitioners are estopped from complaining of his order. The answer to this is that the petitioners appeared under protest and apart from the fact that Dr. Eliash's written application to the Asst. Chief Execution Officer before the hearing of the 26th June was apparently made on behalf of the Palestine Land Development Company, it is clear to me that the present petitioners having protested against the Executive Officer commencing to do what he eventually did it cannot be said that the petitioners are estopped.

In the Supreme Court sitting as a High Court of Justice, Jerusalem.

No. 23. Order, 26th September 1944, *continued.*

Fawzi Bey next says that, as an appeal is now pending before this Court sitting as a Court of Civil Appeal against the judgment of the Land Court of 27th March, 1944, the present petitioners should have applied to be joined as a third party to that appeal. Without necessarily deciding the matter I would say that there seems to be no procedure for a person who was not a party to the original case becoming a party to an appeal except, perhaps, the Attorney General, in certain cases in which the public interest is involved. Neither rule 313, nor rule 317, nor rule 339 Civil Procedure Rules, 1938, would seem to enable a person not a party to the case to be joined as a party to the appeal. It is true that the Palestine Land Development Company seem to have cited the present petitioners as respondents to the appeal; but, as Dr. Eliash rightly contended, it may be that the present second respondent, as respondent to the appeal, may when the appeal comes on for hearing well object to the present petitioners being a party to the appeal.

Fawzi Bey has further contended that, as the execution of the judgment has been completed, the High Court should not interfere and in support of this argument he relies upon the decision of this Court in High Court No. 8/40 P.L.R. Vol. 7, p. 121, and High Court Nos. 16/41 and 17/41 Levanon's Current Law Reports, Vol. 9, p. 173.

I agree, however, with Dr. Eliash when he says that the judgment was never, in fact, executed; on the contrary, Judge Hasna himself granted a stay of execution pending the filing of the petition in this Court and Mr. Justice Rose on the 27th June, 1944, also granted a stay of execution pending the determination of this petition.

I also agree with Dr. Eliash when he says that the petitioners were not parties to the judgment of the Land Court and that no judgment can be given which may affect their rights. He has referred to article 731 of the Mejelle and contends that the judgment does affect his client's rights. He has criticised certain parts of the judgment; but, in view of the fact that an appeal is pending to this Court sitting as a Court of Civil Appeal, it is obviously undesirable for me to make any comments thereon nor do I desire to say whether the judgment as it stood on the 27th March, 1944, was at that time capable or not of execution. I prefer to base my decision on one ground, namely, that the present petitioners were not parties to the action in the Land Court and that the Execution Officer when he made his order of 26th June, 1944, clearly purported to affect the rights of the present petitioners to their prejudice. The case quoted by Dr. Eliash, High Court No. 66/38 Vol. 6 P.L.R. pp. 62 and 65 seems to be in the petitioners' favour. I consider that the other argument of Dr. Eliash also helps him in showing that the order of the Execution Officer is bad, this argument being that Article 38 of the Execution Law was not complied with, in that notice was served on the present petitioners only on the 25th June, 1944, and that the petitioners then had seven days within which to act and that these seven days did not expire until the 2nd July whereas the order now complained of was made on the 26th June.

I agree that the purpose of Article 38 seems to be to give the present petitioners an opportunity of objecting if so advised. I prefer to express no opinion on the merits of the account submitted by the second respondent to the Asst. Chief Execution Officer on which the latter seems to have

acted when making his order of 26th June, or on the other matter raised by Dr. Eliash, namely, that the period of three months given by the judgment of the 27th March, 1944, had expired by the 26th June, 1944, Vol. I (1944) A.E.R. pp. 640 and 641. Nothing that I have said in this judgment is intended in any way to affect the proceedings in Civil Appeal No. 153/44 now pending before this Court sitting as a Court of Civil Appeal.

In the Supreme Court sitting as a High Court of Justice, Jerusalem.

No. 23. Order, 26th September 1944, *continued.*

For the foregoing reasons the petition succeeds and the order nisi is made absolute. The second respondent must pay the petitioners' costs of these proceedings which I assess as fixed (inclusive) costs of LP.10.

Given this 26th day of September, 1944.

(Sgd.) D. EDWARDS,

British Puisne Judge.

No. 24.

JUDGMENT in Civil Appeal No. 153/44.

In the Supreme Court sitting as a Court of Civil Appeal, Jerusalem.

No. 24. Judgment, 29th January 1945.

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

Civil Appeal No. 153/44.

Before :—Mr. Justice ROSE and Mr. A./Justice PLUNKETT.

In the Appeal of :

PALESTINE LAND DEVELOPMENT CO. LTD. - Appellant

Vs.

1. MUHAMMAD MUSSA SALEH MANSOUR
2. KEREN KAYEMETH LEISRAEL LTD.
3. ISMAIL MUSSA SALEH MANSOUR
4. FATMEH MUSSA SALEH MANSOUR
5. HALIMEH MUSSA SALEH MANSOUR
6. HASSAN MUSSA SALEH MANSOUR
7. MARIAM MUSSA SALEH MANSOUR Respondents.

Appeal from the judgment of the Land Court, Jerusalem, dated 27.3.44, in Land Case No. 24/43.

For Appellants : Mr. M. ELIASH.

For Respondents : No. 1—FAWZI BEY GHUSSEIN.
No. 2.—Mr. I. OLSHAN.
Rest—absent, served.

PLUNKETT, A/J. This is an appeal from the judgment of the Land Court of Jerusalem, delivered on 27.3.44, in Land Case No. 24/43, in an

In the Supreme Court sitting as a Court of Civil Appeal, Jerusalem.

No. 24. Judgment, 29th January 1945, *continued.*

action for prior purchase (awlawiyeh) by which judgment respondent No. 1 was granted the right to obtain transfer of certain shares in 4 parcels of land against payment of certain consideration.

The appellant submits that the respondent at most is entitled to a proportionate share in accordance with Article 48 of the Land Code. The appellant is a registered owner with much larger share and not a stranger. Respondents No. 2 are mortgagees and the judgment cannot be executed against them. The first respondent was not a registered owner at the time of the purchase and should have registered within twelve months, succeeding to his share in the land.

The first respondent submits that he has a certificate of succession and only the co-owners who were selling, registered. He can claim Awlawiyeh whether he is a registered owner or not according to Article 41 of the Land Code. He has proved that he is a co-owner, and his notice was lodged months before the mortgage was made, and he submits that there is no necessity for him to redeem the mortgage and that there is nothing to support the appeal.

We agree with the argument of the respondent that he is entitled to claim and receive one half of the share purchased by the appellant and not a share only proportionate to his share in the whole land.

The judgment of the Land Court is confirmed, but varied in respect of the mortgage, and the Land Registrar will be informed to alter the registration in favour of the first respondent, as ordered by Land Court for his now declared share, and to register this share free of the mortgage. The respondent will pay the sum ordered by the Land Court into the Court to enable due settlement to be made between the mortgagor and the mortgagee of that portion of the land released from the mortgage. The appeal is dismissed with costs to include the sum of LP.10 for advocate's attendance fee.

Delivered this 29th day of January, 1945.

(Sgd.) O. PLUNKETT.
A/British Puisne Judge.

ROSE, J. I agree that the appeal should be dismissed, with the usual consequences.

(Sgd.) ALAN ROSE,
British Puisne Judge.

In the Supreme Court sitting as a Court of Civil Appeal, Jerusalem.

No. 25.

No. 25.

APPLICATION for leave to appeal to His Majesty in Council.

27th February 1945.

[*Not printed.*]

No. 26.

No. 26.

ORDER granting conditional leave to appeal.

26th March 1945.

[*Not printed.*]

No. 27.

No. 27.

APPLICATION for final leave to appeal to His Majesty in Council.

1st May 1945.

[*Not printed.*]

No. 28. Order granting final leave to Appeal, 23rd May 1945.

No. 28.

ORDER granting final leave to appeal.

Before : Mr. Justice EDWARDS and Mr. Justice SHAW.

In the Application of :

1. KEREN KAYEMETH LEISRAEL LTD.
2. PALESTINE LAND DEVELOPMENT CO. LTD. Applicants

V.

1. MUHAMMAD MUSSA SALEH MANSOUR
2. ISMAIL MUSSA SALEH MANSOUR
3. FATMEH MUSSA SALEH MANSOUR
4. HALIMA MUSSA SALEH MANSOUR
5. HASSAN MUSSA SALEH MANSOUR
6. MARIAM MUSSA SALEH MANSOUR - - - Respondents.

Application for final leave to appeal to His Majesty in Council from the judgment of the Supreme Court sitting as a Court of Civil Appeal dated 29th day of January, 1945, in Civil Appeal No. 153 of 1944.

For Applicants : Mrs. T. RUBINSTEIN.

For Respondents : Absent, served.

In the Supreme Court sitting as a Court of Civil Appeal, Jerusalem.

No. 28. Order granting final leave to Appeal, 23rd May 1945, *continued.*

ORDER.

WHEREAS by order of this Court dated the 26th day of March, 1945, the applicants were granted conditional leave to appeal to His Majesty in Council, subject to the following conditions :

(i) That the appellants do enter within six weeks of the date of this order into a bank guarantee from one of the three banks, Barclays, Ottoman or Anglo-Palestine, in a sum of LP.300 effective for three years or more, 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 six weeks of the date of this order.

(iii) It is further ordered that a caveat be entered opposite the entry of the land in dispute in the remarks column of the Land Registry to the effect that no disposition of any kind should take place pending the decision of the Privy Council.

WHEREAS the applicants have fulfilled the said conditions in that they have filed a guarantee in this Court in a sum of LP.300 as a security, and prepared a list of documents to be despatched to His Majesty in Council ;

The Court therefore 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.

Given and delivered this 23rd day of May, 1945.

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

(Sgd.) B. V. SHAW,
British Puisne Judge.

No. 29.

BOND.

23rd April 1945.

[*Not printed.*]

Exhibit A.
Extract
in Land
Case
No. 24/43,
2nd July
1942.

EXHIBITS.

Exhibit A.

EXTRACT in Land Case No. 24/43.

GOVERNMENT OF PALESTINE.

EXTRACT FROM THE REGISTER OF DEEDS.

LAND REGISTRY OFFICE OF JERUSALEM.

VOLUME No. 10.

Folio No. 60

Extract No. 23/1550/42

Petition No. 913 of year 1942

Town or Village: Ein Karem

Situation or Quarter: El-Bassah

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area — Don. Metres	Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or value LP. Mils.	Remarks
1947	3.6.42	Miri	Plain land	N. Ahmed Akel El-Liftawi, S. Mohd. Ali Eassa, E. Mohd. Ali Kharoubeh W. & road	2.757.90	Sale	Ismail, Fatima, Halima & Hassan, children of Mussa Mansour & Maryam Mohd. Mussa Mansour	The Palestine Land Development Company Ltd.	61/480	750.–	
	do.	do.	do.	*Vol.* 9 *Folio* 175 N. El-Bassah, S. two sides E. El-Lafatweh W. & El Mahjarah	3.907.02	Sale	do.	do.	61/576	750.–	
do.	do.	do.	do.	N. Ard El-Kharoubeh, S. El-Lafatweh, E. Jissour El-Misseh W. and Kharab	7.354.50	Sale	do.	do.	61/480	750.–	Fol. 177
do.	do.	do.	do.	N. El-Lafatweh S. and three sides E. Kharab W.	22.982.50	Sale	do.	do.	61/576	750.–	Fol. 179

I certify that the above is a true extract from the Register of Deeds given against payment of LP.0.400 Mils. as per Receipt No. 631629 of 9.7.42 Date 2.7.42.

(Signature)
Registrar of Lands.
Seal.

Exhibits B. C. D. Extract in Land Case, No. 24/43, 16th April 1943.

Exhibits B. C. D.

EXTRACT in Land Case No. 24/43.

GOVERNMENT OF PALESTINE.

EXTRACT FROM THE REGISTER OF DEEDS.

LAND REGISTRY OFFICE OF JERUSALEM.

VOLUME No. 9.

Folio No. 175 — Extract No. 103/987/43

Petition No. 913 of year 1942

Town or Village: Ein Karem — Situation or Quarter: Jissour El-Misseh

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area — Don. Metres	Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or value LP. Mils.	Remarks
1029	Nissan 95	Miri	Plain Land	N. El-Bassah, S. two sides E. El-Lafatweh W. & El-Mahjarah	3.907.02	Possessed by Turkish Title-Deed	—	Mussa Mansour	1/6	—	See particulars Succession Deed No. 1946/42 below.
1946	3.6.42	do.	do.	do.	3.907.02	Succession	Mussa Mansour	Ismail Mussa Mansour Fatima ,, ,, Halima ,, ,, Hassan ,, ,, Maryam Muhammad Mussa Mansour	13/576 13/576 13/576 13/576 9/576	750.–	See Deed No. 1947/42 below.
1947	3.6.42	do.	do.	do.	3.907.02	Sale	Ismail, Fatima, Hassan & Halima, children of Mussa Mansour & Maryam bint Muhammad Mussa Mansour	The Palestine Land Development Company Ltd.	61/576	750.–	Collateral with Deed No. 1947/42, Vol. 10, Fol. 60. See Deed No. 3140/42, Vol. 12, Fol. 13.
3140	4.9.42	*Vol.* 12, *Fol.* 13. *Pet.* 2112/42 do.	do.	do.	3.677.20	Mortgage due on 4.9.45	The Palestine Land Development Company Ltd.	The Keren Kayemeth Leisrael Ltd.	1829/14400	3464.400	Collateral with the property registered in Vol. 11, Fol. 193, & Vol. 12, Fol. 10–13, 14.

Exhibits B. C. D. Extract in Land Case No. 24/43, 16th April 1943, *continued.*

GOVERNMENT OF PALESTINE

EXTRACT FROM THE REGISTER OF DEEDS.

LAND REGISTRY OFFICE OF JERUSALEM.

VOLUME No. 9.

Folio No. 177 — Extract No. 103/987/43.

Town or village: Ein Karem — Situation or Quarter: Ard El-Mahjarah — Petition No. 913 of year 1942.

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area — Don. Metres	Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or value LP. Mils.	Remarks
1034	Nissan 95	Miri	Plain land	N. Ard El-Kharoubeh, S. El-Lafatweh, E. Jissour El-Misseh, W. and Kharab	7.354.50	Possessed by Turkish Title-Deed	—	Mussa Mansour	1/5	—	See partic. Succession Deed No. 1946/42 below.
1946	3.6.42	do.	do.	do.	7.354.50	Succession	Mussa Mansour	Ismail Mussa Mansour Fatima „ „ Halima „ „ Hassan „ „ Maryam Muhammad Mussa Mansour	13/480 13/480 13/480 13/480 9/480	750.–	See Deed No. 1947/42 below.
1947	3.6.42	do.	do.	do.	7.354.50	Sale	Ismail, Fatima, Halima & Hassan, children of Mussa Mansour & Maryam Muhammad Mussa Mansour	The Palestine Land Development Company Ltd.	61/480	750.–	Collateral with Deed No. 1947/42, Vol. 9, Fol. 175. See Deed No. 3131/42, Vol. 10, Fol. 61.
3131	2.9.42	do.	*Vol.* 10, *Fol.* 61, *Pet. No.* 617/36 do.	do.	7.354.50	Mortgage	The Palestine Land Development Company Ltd.	The Keren Kayemeth Leisrael Ltd.	36809/72000	10656.700	Collateral with the property registered in Vol. 10, Fol. 60–61 & Vol. 11, Fol. 193.

Exhibits B. C. D. Extract in Land Case No. 24/43, 16th April 1943, *continued.*

GOVERNMENT OF PALESTINE.

EXTRACT FROM THE REGISTER OF DEEDS.

LAND REGISTRY OFFICE OF JERUSALEM.

VOLUME No. 9.

Folio No. 179 — Extract No. 103/987/43.

Petition No. 913 of year 1942.

Town or Village: Ein Karem — Situation or Quarter: Khanouk Wad Im Wadin

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area — Don. Metres	Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or value LP. Mils.	Remarks
1042	Nissan 95	Miri	Plain land	N. El-Lafatweh & three sides S. Kharab E. W.	22.982.50	Possessed by Turkish Title-Deed	—	Mussa Mansour	1/6	—	See particulars Succession Deed No. 1946/42 below.
1946	3.6.42	do.	do.	do.	22.982.50	Succession	Mussa Mansour	Ismail Mussa Mansour Fatima „ „ Halima „ „ Hassan „ „ Maryam Muhammad Mussa Mansour	13/576 13/576 13/576 13/576 9/576	750.–	See Deed No. 1947/42 below.
1947	3.6.42	do.	do.	do.	22.982.50	Sale	Ismail, Fatima, Halima & Hassan, children of Mussa Mansour & Maryam Muhammad Mussa Mansour	The Palestine Land Development Company Ltd.	61/576	750.–	Collateral with Deed No. 1947/42, Vol. 9, Fol. 17 & 7. See Deed No. 3140/42, Vol. 12, Fol. 12.
3140	4.9.42	do.	do.	do.	22.982.50	Mortgage due on 4.9.45	The Palestine Land Development Company Ltd.	The Keren Kayemeth Leisrael Ltd.	551/4608	3464.400	Collateral with the property registered in Vol. 11, Fol. 193 & Vol. 12, Fol. 10–13, 14.

Vol. 12, *Fol.* 12, *Pet. No.* 2112/42

Exhibits B. C. D. Extract in Land Case No. 24/43, 16th April 1943, *continued.*

GOVERNMENT OF PALESTINE.

EXTRACT FROM THE REGISTER OF DEEDS.

LAND REGISTRY OFFICE OF JERUSALEM.

VOLUME No. 10.

Folio No. 60 — Extract No. 103/987/43.

Town or Village : Ein Karem — Situation or Quarter : El Bassah — Petition No. 913 of year 1942.

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area — Don. Metres	Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or value LP. Mils.	Remarks
1023	Nissan 1295	Miri	Plain Land	N. Ahmad Akel S. El-Liftawi, Mohd. E. Ali Eassa and W. Mohd. Ali Kharoubeh	2.757.90	Possessed by Turkish Title-Deed	—	Mussa Mansour	1/5	—	See Particulars Succession Deed No. 1946/42 below.
1946	3.6.42	do.	do.	do.	2.757.90	Succession	Mussa Mansour	Ismail Mussa Mansour Fatima ,, ,, Halima ,, ,, Hassan ,, ,, Maryam Muhammad Mussa Mansour	13/480 13/480 13/480 13/480 9/480	750.–	See Deed No. 1947/42 below.
1947	3.6.42	do.	do.	do.	2.757.90	Sale	Ismail, Fatima, Halima & Hassan, children of Mussa Mansour & Maryam Muhammad Mussa Mansour	The Palestine Land Development Company Ltd.	61/480	750.–	Collateral with Deed No. 1947/42, Vol. 9, Fol. 175, 7 & 9. See Deed No. 3131/42 below.
3131	2.9.42	do.	do.	do.	2.757.90	Mortgage	The Palestine Land Development Company Ltd.	The Keren Kayemeth Leisrael Ltd.	61/480	10656.700	Collateral with the property registered in Vol. 10, Fol. 60, 61 & Vol. 11, Fol. 193.

I certify that the above is a true extract from the Register of Deeds given against payment of LP.0.400 Mils as per Receipt No. 706994 of 13.4.43. Date 16.4.43.

(Signature)
Registrar of Lands
Seal

Extracts in High Court Case No. 76/44, 27th January 1944.

EXTRACTS in High Court Case No. 76 44.

GOVERNMENT OF PALESTINE.

EXTRACT FROM THE REGISTER OF DEEDS.

LAND REGISTRY OFFICE OF JERUSALEM.

VOLUME No. 8.

Folio No. 121 — Extract No. 169/2/44.

Town or Village : Ein-Karem — Situation or Quarter : El Bassa. — Petition No. 817/35

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area Dunums Metres	Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or Value LP. Mils.	Remarks
1259	12.3.35	Miri	Plain Land	N. Ahmed Akel El Liftawi, Mohd. Ali Issa & Mohd. Ali Kharoubeh & Road; S. Ahmed Akel El Liftawi, Mohd. Ali Issa & Mohd. Ali Kharoubeh & Road; E. Ahmed Akel El Liftawi, Mohd. Ali Issa & Mohd. Ali Kharoubeh & Road; W. Ahmed Akel El Liftawi, Mohd. Ali Issa & Mohd. Ali Kharoubeh & Road	2.757	Sale	Jirisa Hanna El Lousi	The Palestine Land Development Co. Ltd.	19/160	750.–	See Deed No. 1389/41 Vol. 10, Fol. 60 for additional Security to Mortgage.
2020	8.5.35	do.	do.	do.	2.757	Sale	Mariam bint Ahmed Mohd. Zeidan	do.	9/160	—	do. For Value see Vol. 8, Fol. 111.
	(Vol. 8, Fol. 159, Pet. 3205/34)										
2325	24.5.35	do.	do.	do.	2.757.90	Sale	Sheika Mohd. Khalil Kharoubeh, Ahmad, Halime & Fatmeh awlad Moussa Ahd. Rokie, Kadijeh & Mohd. awlad Khalil Ahd., Mohd. & Hind awlad Ismail Ahmad, Ismail Mohd. Ismail Ali & Aishe awlad Mohd. Abdalla Misleh, Khadijeh, Safie & Mohd. awlad Mohd. Somrin, Jamileh Mohd. Mahd. Irbash, Salameh & Rokieh awlad Mohd. Salameh, Mohd., Mohd. Irbash, Ali Khalil Mohd. Kharoube, Khadijeh & Azizeh awlad Mohd. Kharoube, Fatmeh Ahd. Mohd. Somrin & Mahd. Salameh thro' Mohd. bin Ismail Ahd. Saleh Misleh as per Power of Attorney No. C/186/35 dated 13.5.35 issued by and attested by the Jerusalem Notary Public.	do.	3929088/ 27648000	350.– 4227.–	Declared Value Assessed Value Collateral with 161 163 See Deed No. 1389/41, Vol. 10, Fol. 60, for additional security to Mortgage.
	(Vol. 9, Fol. 170, Pet. 2223/41)										
3790	15.8.35	do.	do.	do.	2.757.90	Sale	Khalil, Fatmeh & Mariam awlad Mohd. Ahd. Abu El Kalbat, Ahd. Ali Mohd. Eassa & Moussa & Naimeh awlad Mohd. Saleh Ahmad, Saada bint Abdul Halmi Abu Taha, Daoud Ahd. Mohd. Zeidan, Fatmeh Saleh Ahd. Saleh, Hassan Mohd. Ismail Yacoub & Ahd. Ibrahim Mohd. Ismail Yacoub Khadijeh bint Youssef Mohd. on her behalf and on behalf of Halimeh bint Youssef Mohd. as per Power of Attorney No. 1073 of 21.6.21 issued by the Notary Public of Jerusalem.	do.	6967296/ 193536000	80.– 1037.150	do. Declared Value Assessed Value Value collateral with Fol. 172, 174.

Extracts in High Court Case No. 76/44, 27th January 1944, *continued*.

EXTRACTS IN HIGH COURT CASE NO. 76/44—*continued*.

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area — Dunums Metres	Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or Value LP. Mils.	Remarks
	(Vol. 10, Fol. 60, Pet. 685/41)										
1389	1.5.41	do.	do.	do.	2.757.90	Additional Security to Mortgage Deeds Nos. 4560/37 & 4580/37	The Palestine Land Development Co. Ltd.	The Anglo-Palestine Bank Ltd.	29008/ 63000	—	—
	(Vol. 10, Fol. 60, Pet. 617/36, 615/41, 913/42, 2071/42)										
1719	31.3.36	do.	do.	do.	2.757.90	Sale	Mariam Mohd. Somrin & Mohd. Halimeh & Fatmeh children of Khalil Mohd. Misleh	The Palestine Land Development Co. Ltd.	202752/ 27648000	165.– 220.–	Declared Value. Assessed Value Collateral with Deed No. 1719/36, Vol. 10, Fol. 61 & 62. See Deed No. 1389/41 below.
1389	1.5.41	do.	do.	do.	2.757.90	Additional Security to Mortgage Deeds Nos. 4560/37 & 4580/37	The Palestine Land Development Co. Ltd.	The Anglo-Palestine Bank Ltd.	29008/ 63000	—	—
	(Vol. 10, Fol. 60)										
1947	3.6.42	do.	do.	do.	2.757.90	Sale	Ismail, Fatima, Halima & Hasan children of Moussa Mansour & Maryam Mohd. Moussa Mansour	The Palestine Land Development Co. Ltd.	61/480	750.–	Collateral with Deed No. 1947/42, Vol. 9, Fol. 175, 7 & 9. See Deed No. 3131/42 below.
3131	2.9.42	do.	do.	do.	2.757.90	Mortgage	The Palestine Land Development Co. Ltd.	Keren Kayemeth Leisrael Ltd.	61/480	10656.700	Collateral with the property registered in Vol. 10, Fol. 60–61 & Vol. 11, Fol. 193.
	(Vol. 7, Fol. 168, Pet. 483/35)										
2011	8.5.35	do.	do.	N. S. E. W. El Lafatweh & from three sides Kharab (waste Land)	22.982.50	Sale	Sabha Ali Mohd. Shikha, Ismail, Fatmeh, Mashayekh, Azizeh & Khadijeh awlad Said Mohd. Hamed	The Palestine Land Development Co. Ltd.	20/240	687.50 2123.800	Declared Value Assessed Value See Deed No. 1389/41, Vol. 9, Fol. 176 for additional security to Mortgage.
	(Vol. 9, Fol. 176, Pet. 685/41)										
1389	1.5.41	do.	do.	do.	22.982.50	Additional Security to Mortgage Deeds Nos. 4560 & 4580/37	The Palestine Land Development Co. Ltd.	The Anglo-Palestine Bank Ltd.	1707/ 5760	—	—
	(Vol. 9, Fol. 170, Pet. 2223/41)										
3541	9.11.41	do.	do.	N. S. E. W. Road, Ahmad Akel El Liftawi, Mohd. Ali Eassa & Mohd. Ali Kharoubeh	2.757.90	Sale	Hasan Ali El Zaghbi & Mohd. Mahd., Ismail, Abdallah, Khadijeh Fatmeh Ali & Othman sons of Hassan Ali El El Zughby	The Palestine Land Development Co. Ltd.	64512/ 193536000	10.–	Collateral with Fol. 172 & Vol. 10, Fol. 62. See Deed No. 3140/42, Vol. 12, Fol. 10.

Extracts in High Court Case No. 76/44, 27th January 1944, *continued.*

EXTRACTS IN HIGH COURT CASE NO. 76/44—*continued.*

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area — Dunums Metres	Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or Value LP. Mils.	Remarks
	(Vol. 12, Fol. 10, Pet. 2112/42)										
3140	4.9.42	do.	do.	do.	2.757	Mortgage due on 4.9.45	The Palestine Land Development Co. Ltd.	The Keren Kayemeth Leisrael Ltd.	1607/ 96000	3464.400	Collateral with the property registered in Vol. 11, Fol. 193 & Vol. 12, Fol. 10–13, 14.
	(Vol. 12, Fol. 10, Pet. 3779/35, 2112/42)										
3084	31.8.42	do.	do.	do.	2.757	Sale	Aishe Mohd. Ali Issa	The Palestine Land Development Co. Ltd.	5040/ 307200	131.991	Collateral with the property registered in Folios 10–13. See Deed No. 3140/42 below.
3140	4.9.42	do.	do.	do.	2.757	Mortgage due on 4.9.45	The Palestine Land Development Co. Ltd.	The Keren Kayemeth Leisrael Ltd.	1607/ 96000	3464.400	Collateral with the property registered in Vol. 11, Fol. 193 & Vol. 12, Fol. 10–13, 14.

I certify that the above is a true extract from the Register of Deeds given against payment of LP.0.100 Mils as per Receipt No. 761999 of 20.1.44. Date 27.1.44
0.300 762206 27.1.44 27.1.44

Signature of the Registrar of Lands
on a 50 Mils Revenue Stamp.
Seal of the Land Registry, Jerusalem.

Extracts in High Court Case No. 76/44, 27th January 1944, *continued.*

GOVERNMENT OF PALESTINE.
EXTRACT FROM THE REGISTER OF DEEDS.
LAND REGISTRY OFFICE OF JERUSALEM.
VOLUME No. 8.

Folio No. 122 — Extract No. 169/2/44.

Town or Village : Ein-Karem — Situation or Quarter : Jousur El Miseh. — Petition No. 817/35, 1234/35.

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area Dunums	Metres	Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or Value LP. Mils.	Remarks
1259	12.3.35	Miri	Plain Land	N. S. E. W. El Bassa, two sides El Lafatweh & El Mahjara	3.677	.20	Sale	Jiries Hanna El Lousi	The Palestine Land Development Co. Ltd.	19/192	750.–	See Deed No. 1389/41, Vol. 10, Fol. 62 for additional security.
2020	8.5.35	do.	do.	do.	3.677	.20	Sale	Mariam bint Ahmad Mohd. Zeidan	The Palestine Land Development Co. Ltd.	9/192	—	do. For value see Vol. 8, Folio 111.
	(Vol. 9, Fol. 174, Pet. 2663/35)											do.
3790	15.8.35	do.	do.	do.	4.136	.848	Sale	Khalil, Fatmeh & Mariam awlad Mohammad Ahd. Abul Khalbat, Ahmad, Ali, Mohd., Eassa Moussa & Naimeh awlad Mohd Saleh Ahmad Saada bin Abdul Halim Abu Taha, Daoud Ahd. Mohd. Zeidan, Fatmeh Saleh Abd Saleh, Hassan Mohd. Ismail, Yacoub Ahd Ibrahim Mohd. Ismail Yacoub in person & Khadijeh bint Youssef Mohd. Abu Safieh on her behalf & on behalf of Halmeh bint Youssef Mohd. Abu Safieh as per Power of Attorney No. 1073 of 21.6.21 issued by the Notary Public, Jerusalem.	The Palestine Land Development Co. Ltd.	6967296/ 32243200	220.– 1037.150	Declared Value Assessed Value Value collateral with Vol. , Fol. 170 & 172.
3979	30.8.35	do.	do.	do.	4.136	.848	Sale	Ayshe bint Ibrahim Khalil Aish, Khadijeh & Azizeh awlad Khalil Mohd. Kharoube in person & Ali Mohd. El Shami on behalf of Ali bin Khalil Mohd. Kharoube as per Power of Attorney No. C/271 of 23.5.35 issued by the Notary Public, Jerusalem.	The Palestine Land Development Co. Ltd.	39/864	1000.– 1443.–	Declared Value Assessed Value Collateral with Fol. 8, 73, Vol. 8. See Deed No. 1389/41, Vol. 10, Fol. 62 for additional security to Mortgage.
	(Vol. 9, Folio 175, Pet. 913/42)											do.
4105	6.9.35	do.	do.	do.	3.907	.2	Sale	Ali bin Mohd. El Shami	do.	39/1728	643.– 530.–	Assessed Value Declared Value Collateral with Vol 9, Folio 176.

Extracts in High Court Case No. 76/44, 27th January 1944, *continued.*

EXTRACTS IN HIGH COURT CASE NO. 76/44—*continued.*

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area — Dunums Metres	Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or Value LP. Mils.	Remarks
	(Vol. 7, Fol. 165, Pet. 483/35)										
2011	8.5.35	do.	do.	do.	3.677.20	Sale	Sabha Ali Mohd. Sheikha Ismail Fatmeh, Mashayekh Azizeh & Khadijeh Awlad Said Mohd. Hamad	The Palestine Land Development Co. Ltd.	20/240	161.395 480.8	Declared Value Assessed Value See Deed No. 1389/41, Vol. 10, Fol. 62 for additional security.
	(Vol. 8, Folio 163, Pet. 3205/34)										do.
2325	24.5.35	do.	do.	do.	4.136.85	Sale	Sheikha Mohd. Khalil Kharoube Ahd. Halimeh & Fatmeh awlad Moussa Ahd. Rokieh, Khadijeh & Mohd. awlad Khalil Ahd., Mohd. & Hind awlad Ismail Ahd. Ismail Mohd. Ismail, Ali & Aisheh awlad Mohd. Abdallah Misleh, Khadijeh Safieh & Mohd. awlad Mohd. Somrin, Jamileh Mahd. Mohd. Irbash, Salameh & Rokieh awlad Mohd Salameh Mahd. Mohd. Irbash, Ali Khalil Mohd. Kharoube, Khadijeh & Azizeh awlad Mohd. Kharoube, Fatmeh Ahmad Mohd. Somrin & Mohd. Salemeh through Mohd. bin Ismail Ahd. Saleh Misleh as per Power of Attorney No. C/186 of 13.5.35, issued by the Notary Public of Jerusalem.	do.	3929088/ 3317600	435.– 4227.500	Declared Value Assessed Value Collateral with Folio 161, 159.
	(Vol. 10, Fol. 62, Pet. 2112/42)										
1389	1.5.41	do.	do.	do.	4.136.85	Additional Security to Mortgage Deeds Nos. 4560/37 & 4580/37	The Palestine Land Development Co. Ltd.	The Anglo-Palestine Bank Ltd.	136507/ 302400	—	—
	(Vol. 10, Fol. 62, Pet. 617/36)										
1719	31.3.36	do.	do.	do.	4.136.85	Sale	Mariam Mohd. Somrin & Mohd. Halimeh & Fatmeh children of Khalil Mohd. Misleh	Palestine Land Development Co. Ltd.	202752/ 33177600	—	See Deed No. 1389/41 below. For Value see Deed No. 1719/36, Vol 10, Fol 60.
1389	1.5.41	do.	do.	do.	4.136.85	Additional Security to Mortgage Deeds Nos. 4560/37 & 4580/37	The Palestine Land Development Co. Ltd.	The Anglo-Palestine Bank Ltd.	136507/ 302400	— —	—

Extracts in High Court Case No. 76/44, 27th January 1944, *continued.*

EXTRACTS IN HIGH COURT CASE NO. 76/44—*continued.*

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area — Dunums Metres	Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or Value L.P. Mils.	Remarks
3084	(Vol. 12, Fol. 13, Pet. 3779/35) 31.8.42	do.	do.	do.	3.677.20	Sale	Aishe Mohd. Ali Issa	The Palestine Land Development Co. Ltd.	4/192	131.991	Collateral with the property registered in Folios 10–13.
3541	(Vol. 10, Fol. 62, Pet. 2223/41) 9.11.41	do.	do.	do.	4.136.85	Sale	Hassan Ali El Zughbi, Mohd. Mahd., Ismail, Abdallah, Khadijeh, Fatmeh Ali Othman sons of Hassan Ali El Zughbi	The Palestine Land Development Co. Ltd.	64512/ 232243200	10.–	Value collateral with that registered in Vol. 9, Fol. 172 & 170 See Deed No. 3140/42 in Vol. 12, Fol. 13.
3140	(Vol. 12, Fol. 13, Pet. 2112/42) 4.9.42	do.	do.	do.	3.677.20	Mortgage due on 4.9.45	The Palestine Land Development Co. Ltd.	The Keren Kayemeth Leisrael Ltd.	1829/ 14400	3464.400	Collateral with the property registered in Vol. 11, Fol. 193 & Vol. 12, Fol. 10–13, 14.
1947	(Vol. 9, Fol. 175, Pet. 913/42) 3.6.42	do.	do.	do.	3.907.02	Sale	Ismail, Fatima, Hasan & Halima children of Mussa Mansour & Maryam bint Muhd. Mansour.	The Palestine Land Development Co. Ltd.	61/576	750.–	Collateral with Deed No. 1947/42, Vol. 10, Fol. 60. See Deed No. 3140/42, Vol. 12, Fol. 13.
3140	(Vol. 12, Fol. 13, Pet. 2112/42) 4.9.42	do.	do.	do.	3.677.20	Mortgage due on 4.9.45	The Palestine Land Development Co. Ltd.	The Keren Kayemeth Leisrael Ltd.	1829/ 14400	3464.400	Collateral with the property registered in Vol. 11, Fol. 193 & Vol. 12 Folios 10–13, 14.

I certify that the above is a true extract from the Register of Deeds given against pavment of LP.0.100 Mils as per Receipt No. 761999 of 20.1.44. Date 27.1.44
0.400 762206 27.1.44 27.1.44

Signature of Registrar of Lands
on 50 Mils Revenue Stamp.
Seal of Land Registry,
Jerusalem.

Extracts in High Court Case No. 76/44, 27th January 1944, *continued.*

GOVERNMENT OF PALESTINE.

EXTRACT FROM THE REGISTER OF DEEDS.

LAND REGISTRY OFFICE OF JERUSALEM.

VOLUME No. 8.

Folio No. 111 — Extract No. 169/2/44.

Town or Village: Ein Karem — Situation or Quarter: Ard El Mahjara. — Petition No. 817/35, 1234/35.

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area Dunums	Area Metres	Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or Value L.P. Mils.	Remarks
1259	12.3.35	Miri	Plain Land	N. Ard El Kharoubeh, S. El Lafatweh, E. Jousur El Miseh, W. & Kharab	7	354.40	Sale	Jiries Hanna El Lousi	The Palestine Land Development Co. Ltd.	645/4800	1500.–	See Deed No. 3131/42, Vol. 10, Fol. 61.
3131	2.9.42	do.	do.	do.	7	354.40	Mortgage	The Palestine Land Development Co. Ltd.	Keren Kayemeth Leisrael Ltd.	36809/ 72000/	10656.700	Collateral with the property registered in Vol. 10, Fol. 60–61 & Vol. 11, Fol. 193.
2020	(Vol. 8, Fol. 111, Pet. 1234/35) 8.5.35	do.	do.	do.	7	354.40	Sale	Maryam bint Ahmad Mohd. Zeidan	The Palestine Land Development Co. Ltd.	192/4800	2491.300	Value collateral with Vol. 8, Fol. 111, 112, 113, 121. See Deed No. 1389/41, Vol. 9, Fol. 142 for additional security to Mortgage.
1389	(Vol. 9, Fol. 172, Pet. 685/41) 1.5.41	do.	do.	do.	7	354.40	Additional Security to Mortgage Deeds Nos. 4580/37 & 4560/37	The Palestine Land Development Co. Ltd.	The Anglo-Palestine Bank Ltd.	14708736/ 193536000	—	—
2011	(Vol. 7, Fol. 166, Pet. 483/35) 8.5.35	do.	do.	do.	7	354.40	Sale	Sabha Ali Mohd. Sheikha, Ismail, Fatmeh, Mashayekh, Azizeh & Khadijeh awlad Said Mohd. Hamid	The Palestine Land Development Co. Ltd.	20/200	690.235 2123.800	Declared Value Assessed Value See Deed No. 3131/4 Vol. 10, Fol. 61.
3131	(Vol. 10, Fol. 61, Pet. 913/42) 2.9.42	do.	do.	do.	7	354.40	Mortgage	The Palestine Land Development Co. Ltd.	Keren Kayemeth Leisrael Ltd.	36809/ 72000	10656.700	Collateral with the property registered in Vol. 10, Fol. 60–61 & Vol. 11, Fol. 193.

Extracts in High Court Case No. 76/44, 27th January 1944, *continued.*

Extracts in High Court Case No. 76/44—*continued.*

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area Dunums	Area Metres	Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or Value L.P. Mils.	Remarks
	(Vol. 8, Fol. 161, Pet. 3205/34)											
2325	24.5.35	do.	do.	do.	7	354.40	Sale	Sheikha Mohd. Khalil Kharoubeh, Ahd. Halimeh & Fatmeh awlad Moussa Ahd. Rokieh, Khadijeh & Mohd. awlad Khalil Ahd., Mohd. & Hind awlad Ismail Ahd., Ismail Mohd. Ismail, Ali & Aishe awlad Mohd. Abdallah Misleh Khadijeh, Safieh & Mohd. awlad Mohd. Somrin, Jamileh Mahd. Mohd. Irbash Salameh & Rokieh awlad Mohd. Salameh, Mohd. Mahd Irbash, Ali Khalil Mohd. Kharoubeh, Khadijeh & Azizeh Mohd. Kharoubeh, Fatmeh Ahd. Mohd. Somrim & Mohd. Salameh through Mohd. bin Ismail Ahd. Saleh Misleh as per Power of Attorney No. c/186 of 13.5.35 issued & attested by the Notary Public of Jerusalem.	The Palestine Land Development Co. Ltd.	3929088/ 27648000	900.– 4227.500	Declared Value Assessed Value See Deed No. 3131/42 Vol. 10, Fol. 61. Collateral with Folios 163, 159.
	(Vol. 10, Fol. 61, Pet. 913/42)											
3131	2.9.42	do.	do.	do.	7	354.40	Mortgage	The Palestine Land Development Co. Ltd.	Keren Kayemeth Leisrael Ltd.	36809/ 72000	10656.700	Collateral with the property registered in Vol. 10, Fol. 60–61 & Vol. 11, Fol. 193.
	(Vol. 9, Fol. 172, Pet. 2223/41)											
3541	9.11.41	do.	do.	do.	7	354.40	Sale	Hassan Ali El Zughby, Mohd. Mahd., Ismail, Abdallah, Khadijeh, Fatmeh, Ali & Othman sons of Ali Hassan El Zughby.	The Palestine Land Development Co. Ltd.	64512/ 193536000	10.–	Collateral with Fol. 170 & Vol. 10, Fol. 62. See Deed No. 3131/42, Vol. 10, Fol. 61.
	(Vol. 10, Fol. 61, Pet. 913/42)											
3131	2.9.42	do.	do.	do.	7	354.40	Mortgage	The Palestine Land Development Co. Ltd.	Keren Kayemeth Leisrael Ltd.	36809/ 72000	10656.700	Collateral with the property registered in Vol. 10, Fol. 60–61 & Vol. 11, Fol. 193.
	(Vol. 9, Fol. 177, Pet. 913/42)											
1947	3.6.42	do.	do.	do.	7	354.40	Sale	Ismail, Fatima, Halima & Hasan children of Moussa Mansour & Maryam Muhd. Moussa Mansour.	The Palestine Land Development Co. Ltd.	61/480	750.–	Collateral with Deed No. 1947/42, Vol. 9, Fol. 175. See Deed No. 3131/42, Vol. 10, Fol. 61.
	(Vol. 10, Fol. 61, Pet. 913/42)											
3131	2.9.42	do.	do.	do.	7	354.40	Mortgage	The Palestine Land Development Co. Ltd.	Keren Kayemeth Leisrael Ltd.	36809/ 72000	10656.700	Collateral with the property registered in Vol. 10, Fol. 60–61 & Vol. 11, Fol. 193.

Extracts in High Court Case No. 76/44, 27th January 1944, *continued.*

EXTRACTS IN HIGH COURT CASE NO. 76/44—*continued.*

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area — Dunums Metres	Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or Value L.P. Mils.	Remarks
	(Vol. 12, Fol. 11, Pet. 3779/35)										
3084	31.8.42	do.	do.	do.	7.354.40	Sale	Aishe Mohd. Ali Issa	The Palestine Land Development Co. Ltd.	5040/ 307200	131.991	Collateral with the property registered in Fol. 10–13.
	(Vol. 10, Fol. 61, Pet. 617/36, 913/42)										
1719	31.3.36	do.	do.	do.	7.354.40	Sale	Mariam Mohd. Halimeh & Fatmeh children of Khalil Mohd. Misleh.	The Palestine Land Development Co. Ltd.	20752/ 27648000	—	For Value see Deed No. 1719/36, Vol. 10, Fol. 60. See Deed No. 3131/42 below.
3131	2.9.42	do.	do.	do.	7.354.40	Mortgage	The Palestine Land Development Co. Ltd.	Keren Kayemeth Leisrael Ltd.	36809/ 72000	10656.700	Collateral with the property registered in Vol. 10, Fol. 60–61 & Vol. 11, Fol. 193.
	(Vol. 9, Fol. 172, Pet. 685/41)										
3790	15.8.35	do.	do.	do.	7.354.40	Sale	Khalil, Fatmeh & Mariam awlad Mohd. Ahmad Abul Kalbat, Ahmad, Ali Mahd. Eassa Moussa, Naimeh awlad Mohd. Saleh Ahd., Saada bint Abdul Halim Abu Taha, Daoud Ahmad Mohd. Zeidan, Fatmeh Saleh Ahd. Saleh Hasan Mohd., Ismail Yacoub, Ahmad Ibrahim Mohd. Ismail in person & Khadijeh bint Youssef Mohd. on her behalf and on behalf of Halimeh bint Youssef Mohd. as per Power of Attorney No. 1073 of 21.6.21 issued by the Notary Public of Jerusalem.	The Palestine Land Development Co. Ltd.	6967296/ 193536000	400.– 1037.150	Declared Value Assessed Value Collateral with Folios 170 & 174 See Deed No. 1389/41 below.
1389	1.5.41	do.	do.	do.	7.354.40	Additional Security to Mortgage Deeds Nos. 4580/37 & 4560/37	The Palestine Land Development Co. Ltd.	The Anglo-Palestine Bank Ltd.	14708736/ 193536000	—	—

I certify that the above is a true extract from the Register of Deeds given against payment of LP.100 Mils as per Receipt No. 761999 of 20.1.44. Date 27.1.44
450 762206 27.1.44 27.1.44

Signature of Registrar of Lands
on 50 Mils Revenue Stamp.
Seal of Land Registry, Jerusalem

Extracts in High Court Case No. 76/44, 27th January 1944, *continued.*

GOVERNMENT OF PALESTINE.
EXTRACT FROM THE REGISTER OF DEEDS.
LAND REGISTRY OFFICE OF JERUSALEM.
VOLUME No. 7.

Folio 168 — Extract No. 169/2/44.

Town or Vil ge : Ein Karem — Situation or Quarter : Khanouk Wad Um Wadein. — Petition No. 48/35

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area — Dunums Metres	Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or Value L.P. Mils.	Remarks
2011	8.5.35	Miri	Plain Land	N. El Lafatweh & S. from three sides E. Kharab W. Land)	22.982.50	Sale	Sabha Ali Mohd. Shikha, Ismail, Fatmeh, Mashayekh Azizeh & Khadijeh awlad Said Mohd. Hamed.	The Palestine Land Development Co. Ltd.	20/240	687.50 2123.800	Declared Value Assessed Value See Deed No. 1389/41, Vol. 9, Folio 176 for additional security to Mortgage.
	(Vol. 9, Folio 176, Pet. 685/41)										
1389	1.5.41	Miri	Plain Land	N. El Lafatweh & S. three sides E. Kharab W.	22.982.50	Additional security to Mortgage Deeds Nos. 4560 & 4580/37	The Palestine Land Development Co. Ltd.	The Anglo-Palestine Bank Ltd.	1707/5760	—	—
	(Vol. 8/113, Pet. 817/35, 1234/35)										
1259	12.3.35	Miri	Plain Land	N. El Lafatweh & S. three sides E. Kharab W.	22.982.50	Sale	Jiries Hanna El Lousi	The Palestine Land Development Co. Ltd.	645/5760	2000.–	See Deed of Additional Security to Mortgage under Deeds Nos. 1389/41 in Vol. 9, Folio 176.
2020	8.5.35	Miri	Plain Land	N. El Lafatweh and S. three sides E. Kharab W.	22.982.50	Sale	Maryam bint Ahmad Mohd. Zidan	The Palestine Land Development Co. Ltd.	192/5760	—	do. Value—see Vol. 8 Folio 111, Deed No. 2020/35.
	(Vol. 9, Folio 176, Pet. 685/41)										
1389	1.5.41	Miri	Plain Land	N. El Lafatweh and S. three sides E. Kharab W.	22.982.50	Additional security to Mortgage Deeds Nos. 4560 & 4580/37	The Palestine Land Development Co. Ltd.	The Anglo-Palestine Bank Ltd.	1707/5760	—	—
	(Vol. 8, Folio 73, Pet. 2699/35										
3979	30.8.35	Miri	Plain Land	N. El Lafatweh and S. three sides E. Kharab W.	22.982.50	Sale	Aishe bint Ibrahim Khalil, Aishe Khadijeh and Azizeh banat Khalil Mohd. Kharoube & Ali Mohd. El Shama on behalf of Ali bin Khalil Mohd. Kharoube as per Power of Attorney No. C271 of 23.5.35	The Palestine Land Development Co. Ltd.	39/864	1000.– 1443.–	Declared Value Assessed Value Collateral with Fol. 174, Vol. 9 & see Deed of additional security to Mortgage in Vol. 9, Fol. 176 under Deed No. 1389 of 1941.
	(Vol. 9, Folio 176, Pet. 685/41)										
4105	6.9.35	Miri	Plain Land	N. El Lafatweh and S. three sides E. Kharab W.	22.982.50	Sale	Ali bin Mohd. El Shami	The Palestine Land Development Co. Ltd.	39/1728	643.– 530.–	Assessed Value Declared Value Collateral with Vol. 8, Fol. 175. See Deed No. 1389/41 below.

Extracts in High Court Case No. 76/44, 27th January 1944, *continued.*

EXTRACTS IN HIGH COURT CASE NO. 76/44—*continued.*

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area — Dunums Metres	Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or Value L.P. Mils.	Remarks
1389	1.5.41	Miri	Plain Land	N. S. E. W. El Lafatweh and three sides Kharab	22.982.50	Additional security to Mortgage Deeds Nos. 4560 and 4580/37	The Palestine Land Development Co. Ltd.	The Anglo-Palestine Bank Ltd.	1707/5760	—	—
	(Vol. 9, Folio 179, Pet. 913/42)										
1947	3.6.42	Miri	Plain	N. S. E. W. El Lafatweh and three sides Kharab	22.982.50	Sale	Ismail, Fatima, Halima & Hasan children of Mussa Mansour & Maryam Muhd. Mussa Mansour	The Palestine Land Development Co. Ltd.	61/576	750.–	Collateral with Deed No. 1947/42, Vol. 9, Fol. 175 & 7. See Deed No. 3140/42 Vol. 12 Folio 12.
	(Vol. 12, Folio 12, Pet. 2112/42)										
3140	4.9.42	Miri	Plain Land	N. S. E. W. El Lafatweh and three sides Kharab	22.982.50	Mortgage due on 4.9.45	The Palestine Land Development Co. Ltd.	The Keren Kayemeth Leisrael Ltd.	551/4608	3464.400	Collateral with the property registered in Vol. 11, Fol. 193 & Vol. 12, Fol. 10–13, 14.
	(Vol. 12, Fol. 12, Pet. 3779/35, 2112/42)										
3084	31.8.42	Miri	Plain Land	N. S. E. W. El Lafatweh and three sides Kharab	22.982.50	Sale	Aisheh Mohd. Ali Issa	The Palestine Land Development Co. Ltd.	5040/ 368640	131.991	Collateral with the property registered in Fol. 10–13. See Deed No. 3140/42 below.
3140	4.9.42	Miri	Plain Land	N. S. E. W. El Lafatweh and three sides Kharab	22.982.50	Mortgage due on 4.9.45	The Palestine Land Development Co. Ltd.	The Keren Kayemeth Leisrael Ltd.	551/4608	3464.400	Collateral with the property registered in Vol. 11, Fol. 193 and Vol. 12, Fol. 10–13, 14.

I certify that the above is a true extract from the Register of Deeds given against payment of LP.100 Mils as per Receipt No. 761999 of 20.1.44. Date 25.1.44
200 762206 27.1.44 27.1.44

(Sgd. on 50 Mils Revenue Stamp)
Registrar of Lands.

Exhibit P.2.

Exhibit P.2. Certificate of Registration in Land Case No. 24/43, 27th December 1943.

CERTIFICATE OF REGISTRATION in Land Case No. 24/43.

19.1.44.

GOVERNMENT OF PALESTINE.

CERTIFICATE OF REGISTRATION.

Petition No. 913/42 Volume No. 12

Deed No. 3736/18/10/43 Land Registry Office of Jerusalem. Folio No. 12

Kaza Jerusalem Town or Village : Ein Karem Situation or Quarter : Khanuq Wad im Wadin

Class of Land :	Miri
Description of Property :	Land
Boundaries :	
North :	
South :	EL-LAFATWEH, and
East :	from the three other sides waste land.
West :	
Area :	Dunom Sq. m. –22– –982.50
Shares :	Shares out of shares 13 576
Mukataa or Bedal Ushr	—
Name of former owner :	Musa Mansur
Nature of Transaction :	Succession
Consideration or Price :	LP.102 (value of joint shares)

The immovable property above described is registered in the name of : Muhammad Musa Mansur
Resident of : Ein Karem.

And this Certificate is delivered to him as a certificate of this Registration.

This Certificate of Registration is issued subject to the provisions of (A) Article 3 of The Law of Disposition of Immovable Property of 5th Jamad-el-Awal 1331 (30th March 1329) and (B) Article 9 of the Transfer of Land Ordinance 1920.

Those provisions are :

(A) " Formal title deeds are valid and executory. The Civil and Sharia Courts shall give judgment on these deeds and their registration

Exhibit P.2. Certificate of Registration in Land Case No. 24/43, 27th December 1943 *continued.*

without further proof. A formal title deed shall not be annulled except by a judgment of a Court based on lawful reasons."

(B) "No guarantee of title or of the validity of the transaction is implied by the consent of the Administration and the registration of the Deed."

(Sgd.) IZZAT JAOUNI,
Signature of Registrar of Lands.

Seal of Land Registry Office.

(Signature). Date : 27.12.43.

P. 3. Certificate of Registration in Land Case No. 24/43, 27th December 1943.

Exhibit P.3. 10

CERTIFICATE OF REGISTRATION in Land Case No. 24/43.

19.1.44.

GOVERNMENT OF PALESTINE.

CERTIFICATE OF REGISTRATION.

Petition No. 913/42 Volume No. 13

Deed No. 3736/18/10/43 Land Registry Office of Jerusalem.

Kaza Jerusalem Town or Village : Ein Karem Situation or Quarter : Jusur el-Mayseh

Class of Land :	Miri	20
Description of Property :	Land	
Boundaries :		
North :	EL-BASSEH & EL LAFATWEH from two sides, & el-Mahjarah.	
South :		
East :		
West :		
Area :	Dunom –3– Sq. m. –677.20	
Share :	Shares out of shares 13 576	30
Mukataa or Bedal Ushr		
Name of former owner :	Musa Mansur	
Nature of Transaction :	Succession	
Consideration or Price :	LP.102 (value of joint shares)	

The immovable property above described is registered in the name of : Muhammad Musa Mansur 40

Resident of : Ein Karem.

And this Certificate is delivered to him as a certificate of this Registration.

Exhibit P.3. Certificate of Registration of Land Case No. 24/43, 27th December 1943, *continued.*

This Certificate of Registration is issued subject to the provisions of (A) Article 3 of The Law of Disposition of Immovable Property of 5th Jamad-el-Awal 1331 (30th March 1329) and (B) Article 9 of the Transfer of Land Ordinance 1920.

Those provisions are :

(A) " Formal title deeds are valid and executory. The Civil and Sharia Courts shall give judgment on these deeds and their registration without further proof. A formal title deed shall not be annulled except by a judgment of a Court based on lawful reasons."

(B) " No guarantee of title or of the validity of the transaction is implied by the consent of the Administration and the registration of the Deed."

(Sgd.) IZZAT JAOUNI,
Signature of Registrar of Lands.

Seal of Land Registry Office.

(Signature).

Date : 27.12.43.

Exhibit P.4.

CERTIFICATE OF REGISTRATION in Land Case No. 24/43.

Exhibit P.4. Certificate of Registration in Land Case No. 24/43, 27th December 1943.

19.1.44

GOVERNMENT OF PALESTINE.

CERTIFICATE OF REGISTRATION.

Petition No. 913/42 Volume No. 10

Deed No. 3736/18/10/43 Land Registry Office of Jerusalem. Folio No. 61.

Kaza Jerusalem Town or Village : Ein Karem Situation or Quarter : Ard el-Mahjarah

Class of Land :	Miri
Description of Property :	(Malsa) Land
Boundaries :	
North :	Ard el-Kharroubeh, el-Lafatweh, Jusur el-Mayseh, and waste-land.
South :	
East :	
West :	
Area :	Dunom –7– Sq.m. –354.40
Share :	Shares out of shares 13 480
Mukataa or Bedal Ushr	
Name of former owner :	Musa Mansur
Nature of Transaction :	Succession
Consideration or Price :	LP.102 (value of joint shares)

Exhibit P.4. Certificate of Registration in Land Case No. 24/43, 27th December 1943, *continued.*

The immovable property above described is registered in the name of : Muhammad Musa Mansur.

Resident of : Ein Karem.

This Certificate of Registration is issued subject to the provisions of (A) Article 3 of The Law of Disposition of Immovable Property of 5th Jamad-el-Awal 1331 (30th March 1329) and (B) Article 9 of the Transfer of Land Ordinance 1920.

Those provisions are :

(A) " Formal title deeds are valid and executory. The Civil and Sharia Courts shall give judgment on these deeds and their registration without further proof. A formal title deed shall not be annulled except by a judgment of a Court based on lawful reasons."

(B) " No guarantee of title or of the validity of the transaction is implied by the consent of the Administration and the registration of the Deed."

Seal of Land Registry Office.

(Sgd.) IZZAT JAOUNI,
Signature of Registrar of Lands.

Date : 27.12.43

Exhibit P.5. Certificate of Registration in Land Case No. 24/43, 27th December 1943.

Exhibit P.5.

CERTIFICATE OF REGISTRATION in Land Case No. 24 43.

19.1.44

GOVERNMENT OF PALESTINE.

CERTIFICATE OF REGISTRATION.

Petition No. 913/42 Volume 12.

Deed No. 3736/18/10/43 Land Registry Office of Jerusalem. Folio 10.

Kaza Jerusalem Town or Village : Ein Karem Situation or Quarter : El-Bassah

Class of Land :	Miri
Description of Property :	Land
Boundaries : North : South : East : West :	Road, Ahmad Akel el-Liftawi, Muhammad Ali Isa, & Muhammad Ali Kharroubeh.
Area :	Dunom –2– Sq. m. –757–
Share :	Shares out of shares 13 480
Mukataa or Bedal Ushr	
Name of former owner :	Musa Mansur
Nature of Transaction :	Succession
Consideration or Price :	LP.102 (value of joint shares)

The immovable property above described is registered in the name of : Muhammad Musa Mansour

Resident of : Ein Karem.

This Certificate of Registration is issued subject to the provisions of (A) Article 3 of The Law of Disposition of Immovable Property of 5th Jamad-el-Awal 1331 (30th March 1329) and (B) Article 9 of the Transfer of Land Ordinance 1920.

Those provisions are :

(A) " Formal title deeds are valid and executory. The Civil and Sharia Courts shall give judgment on these deeds and their registration without further proof. A formal title deed shall not be annulled except by a judgment of a Court based on lawful reasons."

(B) " No guarantee of title or of the validity of the transaction is implied by the consent of the Administration and the registration of the Deed."

(Sgd.) IZZAT JAOUNI,
Signature of Registrar of Lands.

Seal of Land Registry Office.

Dated : 27.12.43.

ACCOUNTS in High Court Case No. 76 44.

Account submitted together with an Affidavit specifying the amount of the Mortgage proportionate to the shares to be transferred by prior purchase according to the Judgment of the Land Court of Jerusalem in File No. 24/43.

1. Mortgage Deed registered under No. 3131/42 in the Land Registry, Jerusalem, mortgage amount ..		LP.10566.700
Total area of the parcels mortgaged under this deed	sq.m. cm. 70803.40	
Area of 61/480 shares in the Bassa parcel ..	7354.40	
„ 61/480 „ „ Mahjara parcel ..	2757.—	
Total ..	10111.40	
Area of 30½/480 shares in these 2 parcels	5055.70	
The share of the mortgage on 30½/480 shares which must be transferred in accordance with the said Judgment $\frac{10566.700 \times 5055.70}{70803.40}$ = ...		LP. 839.155
2. Mortgage Deed registered under No. 3140/42 in the Land Registry, Jerusalem, Mortgage amount ..		LP.3464.400
Total area of parcels mortgaged under this deed	sq.m. cm. 94587.70	
Area of 61/576 shares in Jisr el Miseh	3907.02	
„ 61/576 „ „ Khanuq Wad um Wadin ..	22982.50	
Total ..	26889.52	
Area of 30½/576 shares in these two parcels	13444.76	
the share of the mortgage on 30½/480 shares which must be transferred in accordance with the said Judgment $\frac{3464.700 \times 13444.76}{94587.70}$ = ...		LP.492.435
3. Proportionate share of mortgage under Deed No. 3131/42		LP.839.155
„ „ „ „ Deed No. 3140/40		LP.483.324
		LP.1321.640
Less amount paid into Court		375.—
Balance ..		LP.956.640

Accounts in High Court Case No. 76/44, *continued.*

Obvious mistakes in above

(A) Total area of each parcel shown instead of area of shares. Extract shows e.g. that there have been

			sq.m. c.m
mortgaged	36809/72000	shares in an area of	7354.40
and	61/480	„ „ „ „ „	2757.—
and	1317/2880	„ „ „ „ „	23622.—

so that the figure of a total area of 70803.40 sq. m. is entirely wrong.

(B) Again, the purported area of the shares in the 4 parcels is in fact the total area of the parcels.

(C) The proportion, therefore, arrived at is utterly wrong, being based on wrong premises.

(D) Even the mere arithmetical computation contains errors as can be seen at a glance.