

No. GP/8/1(104).

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS.

AN AGREEMENT made this First day of April one thousand nine hundred and forty five between His Excellency the High Commissioner for Palestine on behalf of the Government of Palestine (hereinafter called the Lessor of the one part and the Abyssinian Convent of Jerusalem his heirs and assigns (hereinafter called the Lessee) of the other part.

WHEREBY the Lessor agrees to let and the Lessee agrees to take all that area of land described in the schedule hereto and hereinafter referred to as "the premises" for the period of one year from the First day of April 1945 to the thirty first day of March 1946 (determinable nevertheless as hereinafter mentioned) at a rent of 240 mils payable as hereinafter mentioned.

1. The Lessee hereby agrees —

(a) To pay in addition to the rural property tax due for the financial year 1945/1946 a yearly rent of (Two hundred and forty mils) (£P. 0.240 mils) payable in advance in every year, the first of such payments being made on the execution hereof.

(b) To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear and damage by accidental fire only excepted and to hand over such buildings in such condition at the expiration or other determination of the tenancy hereby created.

(c) To maintain and keep all watercourses, drains and channels in good order and condition together with all gutters pipes etc. and conform to the requirements of Part V of the Public Health Ordinance, 1940, or any Ordinance in amendment or replacement thereof.

(d) To cultivate the land in accordance with the rules of good husbandry and custom.

(e) Not to sublet, assign mortgage or otherwise dispose or part with possession of the premises unless the prior written consent of the Lessor has been obtained, and if such consent is obtained to pay to the Lessor a fee of £P.2.— to cover the cost of alteration of records and preparation of agreements.

(f) To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature or hereafter made payable or applicable in the said District wherein the premises are situated.

(g) To erect buildings, or make alterations or additions to existing buildings on the premises only when the consent in writing of the Lessor has first been obtained and to ensure that any such buildings, alterations or additions shall be completed to the satisfaction of the Lessor and in accordance with plans and designs which shall have had the prior approval of the Lessor.

(h) At the expiration of or sooner determination of this agreement to dismantle and remove any buildings, alterations and additions and any irrigation and drainage works placed by him upon the premises in breach of Clause 1(g) or Clause 1(n) of this Agreement if required to do so by the Lessor and to restore the premises to their state existing at the commencement of the tenancy hereby created.

(i) To allow the Lessor or his representative to inspect the premises at any reasonable time. To allow the irrigation officer or any person authorised by him or the Water Commissioner to enter upon the premises and to undertake surveys or levelling thereon and dig and bore into the subsoil and to do all other acts necessary for the proper prosecution of any enquiry relating to the utilisation or disposal of water or for the proper maintenance, regulation or management of any water work.

(j) To pay interest on all sums payable under the tenancy hereby created which shall be in arrear at the rate of nine per centum per annum from the date when payment is due.

(k) To be subject to the procedure laid down in the Taxes (Collection) Ordinance (Cap. 137) or any Ordinance in amendment or replacement thereof as regards the collection of rent and interest thereon due under this Agreement.

(l) Quietly to yield up the premises and all fixtures thereon the property of the Lessor at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by an incoming Lessee.

Block 33004 Parcel 2

31.7.45 31 J.S.P. P.T.O.



(m) Subject to the provisions of the law for the time being in force governing the control and use of irrigation water and subject to any written instructions issued by the Water Commissioner, to irrigate the land with such water as the said land may be entitled to according to established custom and usage or according to the schedule of distribution drawn up by the Government and not to divert any of such water to any other land except with the previous written consent of the Lessor.

(n) To submit plans for any proposed new irrigation or drainage works upon the premises for the approval of the Lessor and not to obstruct any water course or interfere with the free flow of water to adjacent lands which have hitherto enjoyed the use of such water except with the previous written consent of the Lessor.

2. The Lessor hereby agrees that the Lessee paying the rent and performing the conditions and covenants hereinbefore contained and on his part to be performed shall quietly hold and enjoy the premises during the tenancy hereby created without any unlawful interruption by the Lessor.

3. And it is hereby mutually agreed between the parties hereto that —

(a) If at any time during the currency of the term hereby created the Lessee shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this Agreement, the term hereby created shall be forfeited and the Lessor may forthwith re-enter upon the said premises and thereafter possess the same as though this Agreement had never been made:

PROVIDED —

(i) that re-entry by the Lessor shall not affect the liability of the Lessee in respect of any obligation for non-payment of rent or non-observance of any terms of this Agreement to which he may be subject at the date of such re-entry.

(ii) that the Lessor shall not re-enter upon the premises for a breach of any term of this Agreement other than non-payment of rent, unless notice of the breach has been served upon the Lessee and the Lessee has during the period of one month from the date of notice failed to remedy the same.

(b) The Lessor shall not be liable for any expenditure incurred by the Lessee voluntarily or otherwise in respect of repairs or improvement to or the irrigation of the premises, nor shall he be liable for compensation for such on the determination of the tenancy hereby created.

(c) They will dispense with the service of any notarial notices and will accept a letter addressed through the post as good and sufficient notice of any claim or demand under this Agreement.

4. And it is hereby further agreed between the parties hereto —

Special  
Conditions  
(Delete if  
unnecessary)

The lessee hereby undertakes to use the present Garden Water allocation given during \_\_\_\_\_ hrs. 45 — mins. ( 1/4 supply) which is the property of Government, for irrigating and cultivating the demised land only and not to divert it or allow it to be diverted in whole or in part elsewhere. The Lessee further undertakes not to acquire any additional water for use on the demised land.

SCHEDULE.

District : Jerusalem. Sub-District : Jerusalem.

Village : Jericho. Location : Jericho.

Block No. : 33004 Parcel No. : 2

Description of premises : Land.

Area of premises : 3 Dunums 388 Square metres (more or less.)

Registered in the Land Registry of : Jericho.

Volume No. \_\_\_\_\_ Folio No. \_\_\_\_\_

Under Deed No. 44/37 Dated 7.8.37.

No. of plan : \_\_\_\_\_ Date of plan : \_\_\_\_\_

How the premises are indicated on plan : \_\_\_\_\_

Whether plan is attached or where it is deposited : \_\_\_\_\_

IN WITNESS WHEREOF the parties have hereunto set their hands.

Signed by the Lessor this 31st day of July 1945

In the presence of :

Signed by the Lessee this \_\_\_\_\_ day of \_\_\_\_\_ 1945

In the presence of :

