

LEGAL PROTECTION AND CIRCUMVENTION OF RIGHTS FOR CULTIVATORS IN MANDATORY PALESTINE

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In the immediate wake of communal violence that plagued Palestine in August 1929, High Commissioner Sir John Chancellor, himself favorably disposed to Arab claims to Palestine, succinctly defined the intermediary role His Majesty's Government was playing between Arab and Jew. He said that "there is a tendency here to regard the Government as sort of umpire and scorer, trying to hold the balance between the two races, noting when one scores off the other, and regarding it as only fair that the next point in the game should be scored by the race that lost the preceding one."¹

The general ebb and flow of policy in Palestine was determined by the confines of the Mandate's articles and the Balfour Declaration, which appeared as its preamble. When the High Commissioner, Colonial Office, or Palestine administration officials strayed from those bounds, protests were heard in threatening decibels from segments of both the Arab and Jewish communities. In November 1921, for example, after the riots of the preceding May, High Commissioner Sir Herbert Samuel somewhat allayed Arab apprehensions about all of Palestine being turned over to the Zionists, by conferring upon some 2,500 Arab cultivators the exclusive right to farm some of the most fertile land in Palestine. The signing of the Beisan Agreement, in turn, angered those Zionists who had prematurely contemplated easy access to these 300,000 metric dunams² of state domain.

After the 1929 disturbances, the Passfield White Paper of October 1930 temporarily put the Zionists on notice that implementation of the national home concept would be postponed.

But the MacDonald Letter of February 1931 neutralized Chancellor's intent of protecting the civil rights of Palestine's Arab majority. The limitations placed upon Jewish immigration and land purchase by the White Paper of 1939 evolved directly as a response to Palestine Arab grievances, as they meshed with larger British geopolitical requirements both in the Middle East and elsewhere.

The pendulum of most policy-making for Palestine swung between the jaws of Arab and Jewish protest and the instrumentation of the Mandate's articles. Yet, there were some axioms of policy that were basically unalterable. England wished to retain her additional strategic presence in the eastern Mediterranean with the least possible expense to the British exchequer and taxpayer. Throughout the Mandate, an overwhelming predominance of administration expenditure was allocated toward bolstering Britain's strategic presence, while only small amounts of governmental revenue were made available to ameliorate the economic and social conditions of either the Arab or Jewish communities. Lastly, the British chose to encourage the official and then unofficial participation of Palestinian Arab notables in consultations regarding the Mandate's daily operation and direction.

The Zionists who wanted to fulfill the maximum perceived goal for the creation of a Jewish national home required two essential ingredients: immigration and land purchase. Periodically denied the privilege of owning land in countries of previous residence, land acquisition in Palestine filled both personal and larger nationalistic needs for immigrating Zionists. For the Arab of Palestine, agricultural and pastoral occupations were central to his very existence. Political conflict unavoidably ensued as both the Zionists and Arabs engaged in a tug of war over land.

Though land use and its control had an emerging centrality in the Arab-Zionist dispute in Palestine, as a political issue Jewish land acquisition and Arab land sales were often muted, for various reasons, during the Mandate. My argument is that the convenient and mutually beneficial symbiosis that developed between the Arab land owner and the Jewish purchaser was a prominent factor. The purpose of this paper is two-fold: to discuss why and how the protection of the agricultural tenant became the least objectionable alternative to complete prohibition of land transfer for British, Arab, and Jew, and how it also became an object of dissension and rancor within the Arab community; and to document where possible those instances when Arab tenants' protection was summarily and dispassionately circumvented despite increased efforts by the British to eliminate legal loopholes in existing legislation.

During the first decade of the Mandate the political leadership of the Palestine Arab community all came from the landed classes,³ or from segments of the political community that had a direct financial interest in land, including lawyers, merchants, moneylenders, and religious leaders. The British eagerly encouraged the introduction of Jewish capital into Palestine through land purchase and Jewish immigration. Not wishing to endanger continued monetary inflow and out of a desire to maintain reasonable working contacts with the Arab political community, no concerted effort was made to change or tamper with Palestine's land regime. Each time the topic of land transfer prohibitions was seriously broached, in 1929, 1930, and 1931, Arab vendors and Jewish purchasers prevailed by maintaining free transfers. After the imposition of the Land Transfer Regulations in February 1940, land continued to be sold to Jews in areas prohibited to them.⁴ A convenient alternative to land transfer prohibitions evolved in Britain's choice to protect legally the rights of cultivators.

Both the Arab vendor and the Jewish purchaser found the legal protection of tenants a nuisance, but more bearable than land transfer prohibitions. Though there were repeated efforts by the Palestine administration to maintain tenants on their holdings, no government legislation ever totally favored the tenant against his landlord. As a consequence, the Arab vendor continued to satisfy his desire for capital, and the Jewish purchaser, an insatiable desire to own land. The British believed that if efforts were not made to prevent the wholesale removal of tenants from their land, a class of brigands, highwaymen, and landless peasants would ultimately become a financial burden on the Palestine administration. That had to be avoided at all costs. Tenants' protection put the onus of financial or compensatory responsibility upon the vendor and the purchaser and not the British government in London or Palestine. The British were repeatedly myopic in the belief that legislation could protect the rights of cultivators in situations where the Arab vendor and Jewish purchaser sold each other out with abounding vigor and discretion. Yet, the ordinances encompassing tenants' protection gave the administration demonstrable paper evidence that the civil rights of tenants were being protected. The fact that these ordinances had to be revised periodically because of prodigious circumvention by vendor, purchaser, and tenant merely adds credence to the supposition that legislative palliatives did not suffice in Palestine. In this instance, the British government was an umpire trying in vain to implant new regulations into the land transfer game that, as time wore on, became increasingly complex, devious, and uncontrollable.

The population of Palestine in November 1931 numbered 1,035,821 of whom 759,712 were Muslims, 174,610 were Jews, 91,398 were Christians, and 10,101 were classified as others.⁵ Over 440,000 persons were supported by ordinary cultivation. Of these 108,765 were

earners and 331,319 were dependents. The earner category was divided: 5,311 (5 percent) derived their livelihood from agricultural rents, 70,526 (65 percent) were cultivating earners, and 32,539 (30 percent) were agricultural laborers.⁶ Among the cultivating earners there were thought to be approximately 56,000 (80 percent) fellahin who owned the land they worked and 14,000 (20 percent) agricultural tenants.⁷ A legal distinction was made by the Palestine administration between the agricultural tenant who had an express or implied agreement with a landlord and cultivated a holding, and the agricultural laborer who did not cultivate a holding, even though he was hired to do agricultural work. The definition of an agricultural tenant was broadened as the Mandate progressed to encompass a larger number of agricultural laborers, but at no time was any legislation enacted to protect the owner-occupier. Protection of the owner-occupier was contemplated by the Palestine administration in early 1936, but that legislation was postponed owing to the outbreak of the Arab general strike in April of the same year. In simple numerical terms, therefore, the legal protection offered to agricultural tenants applied to only a very small proportion of the total number of fellahin engaged in agricultural pursuits. Owner-occupiers and agricultural laborers were never entitled to legal protection offered by the mandatory government.

In passing it should be noted that one-quarter of those engaged in some form of ordinary cultivation, approximately 26,000 earners, returned a subsidiary income. Rent receivers, owner-occupiers, agricultural laborers, and grazers of flocks engaged in fruit growing and picking, became tenants on another's property, bred grazing animals, hired themselves out as day laborers, or worked as tailors, weavers, or cobblers. In the early 1930s when an increasing number of owner-occupiers were selling uneconomically tenable small parcels of land, there was

a corresponding change in the number of tenants and agricultural laborers. Tenants already engaged with a landlord were displaced by a landlord's sale, effecting in turn a reduction in the number of agricultural laborers who could be employed in seasonal work such as plowing and harvesting. Many owner-occupiers who sold remaining parcels of land, instead of engaging in per diem labor in the urban building trades in Palestine, swelled the tenant ranks, preferring to remain in agricultural pursuits despite a perennial succession of poor crop yields.

The land transfer process had a profoundly debilitating effect upon relationships between landlord and tenant. The landlord, sometimes exclusively interested in his own financial betterment, saw the land he possessed as merely a potential remunerative object. Some eagerly entered into collusive arrangements with Jewish purchasers in efforts to rid their lands of "tenant encumbrances" prior to notification of the administration of an impending land transfer. When the administration was finally informed that a land area was to be transferred and registered, there was most often no physical evidence of previous tenant occupation.

Agricultural tenants and laborers who were prevented from practicing their traditional forms of livelihood not only expressed their hostility toward some of their landlords, brokers, and intermediaries who acted in consort with Jewish purchasers, but directed their antagonism against the British Mandatory and Zionism. But, due in large measure to their exceedingly poor economic state and inability to find sustained support from social classes above them, the expression of their enmity did not emerge until the 1936 general strike. Further accentuating hostility toward the Mandate, besides its tacit support of the establishment of a Jewish national home, was the notion that the mandatory government did not care about them or intentionally harmed them.⁸

Arab cultivator feeling toward the British was exacerbated by the understanding that they would receive land from the government through the efforts of the Development Department in the process of resettling "landless" Arabs. From the claims brought before the government under the Protection of Cultivator's Ordinance of 1933, many believed that their rights to land, lost in the transfer process, would be rightfully restored to them. Both beliefs proved illusory and only further contributed to Arab cultivator animosity toward the British and Zionists.

CULTIVATORS AND PROTECTION, 1918-1929

The first real effort made by the mandatory government to keep all classes of agricultural workers tied to land came in 1918 with the closure of Palestine's land registry offices. Under the Ottoman regime no special legal protection was offered to cultivators, though some debtor protection existed under an 1871 law and in Egypt through the Five Feddan Law of 1912. The latter, through trying to tackle the problem of indebtedness, was successfully evaded by both fellahin and money-lenders.⁹ In Palestine, Arab landowners before World War I could and did evict tenants without offering them compensation.¹⁰ Moreover, when land was transferred, all tenants could have been dismissed by the owner, and, indeed, the purchasers made it a condition of purchase that the land be transferred free of cultivators.¹¹

Since many Palestinian fellahin had informally mortgaged the lands that they possessed prior to and during World War I in order to "purchase" a military exemption from the conscription officers, foreclosure upon those lands by creditors would have necessitated the

Mandate's provision of poor relief for those subsequently turned off their lands.¹² For this reason and because of the administrative turmoil left by the retreating Turkish armies in Palestine, the British military administration declared all dispositions in land null and void in November 1918 and closed subdistrict land registry offices.

By its Public Notice of April 1919, the military administration acknowledged that circumvention of its prohibition was occurring. Apparently, promissory notes or other written instruments legally acknowledging a debt were executed, providing for the debtor either to pay back the face value of the promissory note or sell his land or share of land as satisfaction of the debt at some future date, presumably when land transfers would again be officially sanctioned. Because of a severely depressed economic condition, one fellah sought to have his advance paid in terms of a given amount of olive oil. A second mechanism used to circumvent the prohibition on land transfers involved the potential seller signing irrevocable powers of attorney that could be exercised in the future.¹³ Though there was considerable success at frustrating the prohibition's intent, the ultimate goal of maintaining fellahin on their land from 1918 to 1920 was accomplished. Credit for that success was more due to general capital scarcity in Palestine than assiduous British guardianship of fellahin rights -- not that British administrators wished to harm the Palestinian peasant, though they were unjustly accused of this.¹⁴ There was a familiarity gap with local customs, procedures, and conventions among foreign military men immediately entrusted with maintaining the political and economic status quo.

When the Land Transfer Ordinance (LTO) of October 1, 1920 sanctioned a reopening of the land registry offices, no provision was made to clarify the confused state of land ownership and land tenure in Palestine. No cadastral survey was suggested or otherwise implemented. The

LTO had a threefold objective: to reduce speculation in land, to assure the intent of a person or company to cultivate a holding, and to maintain the small owner and tenant on the land he worked. To oversee the implementation of these objectives, it was legally required for the district commissioner to give his consent to all land transfers.

The LTO was the first piece of legislation under the British civilian administration aimed at binding the owner-occupier and tenant to their land. Since the 1880s, tenants had been periodically rotated from plot to plot because landowners feared that their tenants might acquire prescriptive rights to the lands tilled. This custom had caused some tenants to leave lands in the Jezreel Valley in favor of tenancy on the Sultan's land in Beisan where such a practice was not employed.¹⁵ By article 6 of the LTO the district governor was charged "to withhold his consent of a transfer, unless he was satisfied that in the case of agricultural land either the person transferring the property, if he is in possession, or the tenant in occupation, if the property is leased, will retain sufficient land in the district or elsewhere for the maintenance of himself and his family." The precise amount of land to be left to the owner-occupier was to vary according to region of the country, based upon the land quality as determined by the district governor.

In its effort to reduce speculation in land, the LTO clearly forbade the district governor to give assent to transfers where property was valued in excess of 3,000 Egyptian pounds or in area of 300 dunams in the case of agricultural land. The High Commissioner had the prerogative to overrule a decision of a district governor in granting permission for a transfer. Such government interference in the land transfer process greatly angered Arab landowners, who were themselves severely in debt by World War I's conclusion. Landowners and scions of Arab landowning classes fervently desired the repeal of all these restrictions. They never betrayed any enthusiasm

for them.¹⁶ Many wanted the option to engage in land speculation for remunerative and personal purposes, while others were keen to sell portions of their land to immigrating Zionists.

The Zionists, too, showed no deep affection for the land transfer restrictions imposed by the government. Official purchasing organizations such as the Palestine Land Development Company were on the verge of consummating the transfer of some 65,000 dunams of land in the Jezreel Valley owned by the Sursocks of Beirut. The Colonial Office took careful note of the likely removal of these tenants and suggested that due safeguards be maintained for their protection. That vast sums of money were not available to the Zionists at this time for large-scale land purchases contributed to the Colonial Office's belief that the removal of the land transfer restrictions would not greatly endanger the Arab population's future.¹⁷ Without any objection by Arab representatives at the Advisory Council meeting of December 6, 1921 and in concurrence with the Colonial Office's directives to protect tenants, the LTO of 1920 was amended, limiting government interference in land transfers.¹⁸

In its amended form, which remained legally in force until superseded in June 1929, all area and value restrictions on land to be transferred were removed. The Transfer of Land Amendment Ordinance (LTAO) of December 1921 no longer provided any legal protection to a person transferring his own land, be that person a large landowner with marketable surpluses or the small owner-occupier. No protection was offered the agricultural laborer. Only the occupying tenant, of which there was no working legal definition, was to be protected. By our estimates, more than 80 percent of the population dependent primarily upon an agricultural income was not entitled to legal protection either then or later in the 1930s when cultivators' protection was ostensibly enlarged.

The legal protection offered to tenants between 1921 and 1929 was systematically circumvented by Arab landlords and Jewish purchasers. British officials, charged with tenants' protection, were unable to enforce provision of a maintenance area because they lacked data about land in Palestine -- its ownership, its tenants, and its use. In the period of time between the initial purchase negotiations, which sometimes lasted for months and even years, and the official notification of the administration of a pending transfer, tenants' rights were easily compromised. Testifying before the Shaw Commission in 1929, the director of lands noted that

A vendor would come along and make a contract for sale and purchase with the Jews. We would know nothing of this until 4, 5, or 6 months later when the transaction would come to the office. We then instructed the District Officer to report on the tenants. He would go out to the village and in some cases he would find that the whole population had already evacuated the village. They [the tenants] had taken certain sums of money and had gone, and we could not afford them any protection whatever. In other cases it was found that a large percentage of the population had already gone before the transaction came to us, and we could not find out who the tenants were, they had no written contracts, and we did not know what compensation they were getting.¹⁹

An overwhelming preponderance of the tenants for whom we have records preferred monetary compensation to a maintenance area. Moreover, contrary to the director of lands' testimony, the Palestine administration did know in some cases what compensation tenants were receiving, since agreements between Jewish purchasing agents and Arab tenants were usually registered by the notary public at local subdistrict offices of the government.²⁰ It is difficult to prove connivance on the part of administration officials regarding intentional frustration of tenants' protection, but susceptibility to traditional business practices cannot be ruled out entirely.

The amount of money given to Arab tenants to vacate a land area prior to official transfer was often equal to or greater than the net amount of a tenant's yearly income, after rent, tax, and

debt payment. A tenant's annual income was variously estimated to range anywhere from 9 to 30 Palestine pounds.²¹ Average compensation paid to the 688 tenants formerly employed by the Sursocks approximated 40 Palestine pounds per tenants and his family.²² The amount of compensation was usually based upon the amount of land actually worked by a tenant reckoned in terms of feddans plowed. In instances where there were agricultural workers in occupation, but not legally entitled to any form of compensation, Jewish purchasers in some cases paid amounts ranging from 5 to 15 Palestine pounds in order to give them funds to live on while not working and to find work elsewhere. It was not uncommon for the Palestine Land Development Company to make liberal payments to local village mukhtars, to better persuade their villagers to vacate their lands.²³

The absolute cost of compensating tenants increased as legal protection was steadily strengthened and tenants became increasingly aware of their rights under the law, as the problem of land availability grew more acute, and as the price of land sharply increased.²⁴ In order to ease further their evacuation from recently bought land, agents for Jewish purchasing organizations made additional payments on behalf of tenants for tax and debt arrears and for crops in the ground but not harvested.

An unknown number of tenants did receive alternative land as prescribed by LTAO. They eventually arranged to convert it into monetary compensation, left the area for agricultural pursuits elsewhere, moved to neighboring Arab villages and subsisted on per diem income, or migrated to the urban areas and often there to the building trades. Many Arab tenants who received monetary compensation moved alternatively eastward, and distinctly away from Jewish settlements.²⁵

Thus, during the 1920s, precedents were established for tenants' protection for the remainder of the Mandate. Legislative protection only applied to a very small percentage of the agricultural population; buyer-seller collusion was a common method of circumventing tenants' rights; tenants readily accepted monetary compensation to vacate the lands they worked; and Jewish purchasers developed the belief that any piece of land could be purchased if the price were right.

THE PROTECTION OF CULTIVATORS ORDINANCE, 1929, AND AMENDMENTS

By the end of 1926, members of the Palestine Lands Department recognized the inefficacy of existing tenants' protection and the need to reduce circumvention of the 1921 legislation. Before drafting any addition legislation, High Commissioner Field Marshal Lord Plumer consulted with the head of the Palestine Zionist Executive. Not only was the Palestine Arab Executive not consulted about the proposed intention to plug existing loopholes in tenants' protection, its opinions were not solicited for the drafting of the legislation as were the Palestine Zionist Executive's. The Palestine Zionist Executive was keenly interested in the shape and structure of any contemplated tenants legislation: it wished to avoid the creation of legitimate Arab grievances obviously engendered by Jewish land purchase; and it wished to assure itself that any such legislation would not impede land acquisition and Jewish settlement in Palestine.

At least from August 1928, when the Protection of Cultivators Ordinance (POCO) first appeared in draft form, until its promulgation in June 1929, the Palestine Zionist Executive

actively contributed to the revision of the bill. The Palestine administration lacked information about the details involved in the land sale process. That, in conjunction with their avowed policy, as stated in the Mandate's articles, to consult with the Zionists about matters affecting the establishment of the Jewish national home, provided for unfettered Jewish land purchase and monetary compensation procedures to continue.

Not surprisingly, therefore, compensation in land was not made compulsory under the POCO of 1929. Legal sanction was given to the existing practice of monetary compensation. In response to the practice of producing a land sale agreement at the land registry documenting that land was free of tenant encumbrances, the new ordinance stipulated that a landlord had to provide written notice at least one year prior to the termination of a valid tenancy. In instances where the tenant had failed to pay his rent within a reasonable period of time, failed to cultivate the land in accordance with good husbandry, or where an order of bankruptcy was in force against the tenant, such written notice was not required. From June 1929 until the end of 1932, no case was referred to the High Commissioner whereby the tenant was declared bankrupt or deemed to have failed to cultivate a holding properly resulting in an order for eviction made by a landlord.²⁶

Though the POCO demanded that a landlord pay fair compensation to his tenants for improvements on the land made by them, no tenant could receive such compensation, in the event of eventual eviction, unless either the landlord had given written prior consent to such an improvement or the tenant had informed the landlord in writing of his desire to effect a particular improvement. In those few cases where improvements were made by tenants of long standing and agreements were made between the landlord or his local agent and the tenant, agreements

were predominantly oral and not written. POCO further protected the landlord by enabling him to give his tenant(s) one year's written notice of a rent increase, forcing the tenant unwilling or unable to pay the increment to quit the land on the date when the increased rent would become due. Where a tenant received notice to quit, the landlord could either pay compensation to the out-going tenant for the preparation of the land for the next crop, or the landlord could anticipate selling his land free of tenant encumbrances by giving required written notice to the obliging tenant, or announcing a rent increase to the recalcitrant tenant. He could then prepare his land for a future crop, and receive from the purchaser compensation for either the prepared land or for the crop already in the ground.

In April 1929, the Jewish National Fund (JNF) purchased 30,000 dunams at Wadi Hawarith south of Hedera. The future whereabouts of the 1,200 Bedouin who had at various times inhabited portions of this land greatly worried the Palestine administration, especially High Commissioner Chancellor, members of the Shaw Committee, and Sir John Hope-Simpson.²⁷ The concept of a landless Arab population created by Arab land sales and Jewish purchasers greatly distressed Chancellor. From both moral and practical points of view, he wished to stop the collusively arrived-at land sale agreements made between Arab and Jew. He could not understand how the claims by Jews resident in Poland and Russia to land in Palestine should have preference over the claims of indigenous Arab cultivators. Furthermore, he could not as High Commissioner permit these Arabs to become a landless class, draining administration revenue and posing a potential threat to the stability of the country.²⁸

Chancellor's preoccupation with the condition of the Arab agriculturist translated itself into an unsuccessful attempt to award the Arabs of Palestine privileges commensurate with those

enjoyed by the Jewish community under the articles of the Mandate.²⁹ By March 1930, Chancellor recognized that the POCO was inadequate in protecting Arab agriculturists. He took particular note that the JNF had purchased lands through the legal mechanism of a public auction ordered by the Nablus District Court in satisfaction of a collusively arrived-at mortgage debt.³⁰ Tenants on such lands had no tenancy privileges and were therefore liable to eviction.³¹ Chancellor also recognized that landlords were terminating tenants' occupancy by increasing the rent beyond their means to pay. He also wished to stop land sales in excess of 1,000 dunams and thereby return to the principle embodied in the LTO of 1920. In his proposed draft ordinance to amend the 1929 legislation, Chancellor sought to increase tenants' protection.³²

Unlike his predecessor and successors in Government House in Jerusalem, he was willing to abet the wrath of the Arab landowner who wanted freedom to dispose of his land. But Chancellor was stymied in his effort. The British first had to consider the repercussions of the publication of the Shaw Report in March 1930, with its anti-Jewish settlement overtones, upon the domestic political situation and on the minority government of Ramsey MacDonald.³³ In Chancellor's second of six proposed pieces of legislation dealing with land, he advocated the prohibition of land sales from Arab to Jew, thus raising a larger, politically sensitive issue of discrimination on the basis of race and religion, otherwise prohibited by article 15 of the Mandate.³⁴ Since the Shaw Report requested an expert to investigate aspects of immigration and land settlement (resulting in Sir John Hope-Simpson's Report of October 1930), all land legislation was held in abeyance until the British government issued a policy statement, which appeared in the form of the Passfield White Paper.

Chancellor's proposals had to wait. While the Passfield White Paper of October 1930 faulted Zionist settlement for creating a landless Arab class and hinted at the institution of land transfer prohibitions, the MacDonald Letter of February 1931 recanted such implications. All that was contemplated was temporary control of land dispositions and transfers.³⁵ Through their contacts at the Colonial Office, the Zionists were able to translate contemplated "temporary control," into the reformulation of tenants' protection, a far cry from containment of Jewish settlement as envisaged by Chancellor.

Having been consulted about the interpretation of the Passfield White Paper between November 1930 and February 1931, the expanded Jewish Agency (JA) insisted that such consultations continue in order to abort Chancellor's proposed land transfer restrictions. Fearful of Jewish invective prior to the submission of its annual report to the League of Nations, the Colonial Office allowed Dr. Selig Brodetsky, Lewis Namier, and other Zionists frequent input into all amending legislation pertinent to land.³⁶

The juxtaposition of the proposed land transfer prohibitions with the passage of the POCO not only increased the actual monthly sales of land to Jewish purchasers, but it caused Arab landowners to refuse to lease land to hitherto permanent tenants.³⁷ Some landowners, fearful of the prohibitions, did not want to bind themselves and impede free disposition. A steady decline in the availability of large unoccupied or partially occupied lands concurrent with the passage of the POCO forced many Jewish purchasing agents to concentrate on the acquisition of land from small Palestinian landowners, after such holdings had been accumulated into large areas by Arab intermediaries and land brokers.

At all costs, those sellers and purchasers interested in unfettered land transfers vigorously opposed any centralized government control. Legislation that Chancellor had drafted promised to constrain severely the methods of Jewish land purchase and Arab land sales. The JA and its affiliated land purchasing institutions did not want an amended version of the POCO or land transfer controls that would guarantee tenants' protection in the interim period between the signature of an option to purchase and the actual transfer of the land. Past willingness of Arab tenants to accept monetary compensation prior to legal transfer reinforced the belief among Jewish purchasers that such payments would be no less effective in the future.

But Chancellor was adamant about the need to provide wider protection for cultivators of all varieties. In early 1931, he was upset by the plight of cultivators at Shatta village near Beisan, who were being evicted because they possessed no legal protection. There, the landowners had moved tenants from one plot to another and had the land rented to tenants by another tenant acting as an agent for the landlord. Under the existing POCO, tenants of tenants were not protected legally against eviction.

The politic manner in which the Palestine Land Development Company handled the Shatta tenants' future considerably moderated Chancellor's immediate fears about their becoming landless and "highwaymen." Not only was monetary compensation paid to the subtenants who did not qualify legally as tenants, but efforts were made to resettle them elsewhere. Chancellor did not insist upon the inclusion of a subtenant in any new definition of "tenant" nor did he insist upon a more comprehensive definition of a holding. He succumbed to the pressure placed upon him by the secretary of state for the colonies to enact additional legislation for cultivators early in

1931, so that His Majesty's Government could go to the League of Nations meeting in June stating that action had been taken to protect the Arab cultivator.³⁸

In May 1931, the Protection of Cultivators Amendment Ordinance (POCAO) was enacted. It was drafted after being submitted to the JA no less than four times for comment and emendation.³⁹ Not all of the various objections raised by the JA were removed from the drafts of the amendment. Legislation for the first time protected grazers who had been in continuous occupation of a particular area for five years, even though lawyers for the JA feared that any fellah who merely exercised the practice of grazing could move onto the land and take possession of it and defy the landlord to have him removed, except in payment of some compensation. The JA's trepidation was justified. Grazers did request compensation from landlords on whose land their flocks once moved about readily. In April 1932,⁴⁰ the administration refused to sanction such retroactive compensation. It is noteworthy that some grazers who were otherwise predominantly illiterate and shunned direct contacts with landowners were sufficiently wily and forward in seeking compensatory sums.

The 1931 amending legislation, contrary to Jewish purchasing interests, protected tenants who were evicted by the order of a court or judge. A 1932 amendment included the execution officer as well, suggesting that circumventions took place between May 1931 and April 1932 in which the execution officer of the court, and not the court or judge, had orders for eviction comprehensively applied.

The protection of grazers and the protection of those evicted by the order of a court or judge were direct administrative responses to the protracted problem of Bedouin grazers at Wadi Hawarith, where a purchase had been effected through collusive mortgage and debt forfeiture.

An additional blow to Jewish purchasing interests was the directive in the 1931 legislation that the High Commissioner or his deputy could refuse monetary compensation as equivalent provision secured toward the livelihood of the tenant. According to all interpretations made by the legal advisers of the JA, this gave Chancellor de facto if not actual control over land transfers. But since this provision worried members of the Palestine Land Development Company and others, a letter of explanation was procured by Chaim Weizmann, the former president of the World Zionist Organization, from the Colonial Office almost refuting the intent of the new amendment. In that letter of May 20, 1931, monetary compensation was not to be excluded.⁴¹ Once more, Robert Drayton, the acting attorney general, pointed out that the High Commissioner (nor anyone else) could not control agreements reached among the tenant, landlord, and purchaser.⁴²

The definition of a tenant continued to exclude agricultural laborers receiving a monetary wage and owner-occupiers. The legal protection offered in 1932 still only applied to perhaps no more than 20,000 of the more than 100,000 fellahin engaged primarily in cultivation.

THE PROTECTION OF CULTIVATORS ORDINANCE, 1933, AND AMENDMENTS

In an effort to streamline, redefine, and broaden tenants' protection, a new ordinance was enacted in August 1933 superseding all previous POCO legislation. Unlike earlier POCO legislation, drafts of the ordinance were not communicated to the JA for comment. Considerable input into the drafting came from Lewis French, the director of development, who had

recommended both a Homestead Protection Ordinance for the owner-occupier and a new POCO. As the High Commissioner, Sir Arthur Wauchope believed that tenants formerly displaced would be resettled through the efforts of the Development Department's Landless Arab Inquiry and future displacement would be prevented by the new POCO. Wauchope and the Palestine administration were naive in believing that legislation and the bureaucracy could effectively provide tenants' protection, but his consummate commitment to tenants' protection was evidenced by the immediate promulgation of the ordinance by publication in the Official Gazette, a procedure reserved generally for changes in tariff and custom dues.

The principal element in the Protection of Cultivators Ordinance of 1933 provided that no "statutory tenant" (person, family, or tribe) of one year could be disturbed by the owner, unless he was provided with a subsistence area whose adequacy was determined by a governmental board. Additionally, the tenant was given security against disturbance, was protected against unrestrained rent increase, and was entitled to compensation for improvements if evicted. In making itself the final arbiter between two segments of Palestinian Arab society, the Palestine administration generated societal conflicts, splintering further an Arab population already divided by regional, religious, social, and political affiliations.

While there was a concerted effort made to enhance the rights of the tenant, squatter, and landless Arab, the British government did not commit itself to the protection of the owner-occupier or to the agricultural laborer, nor did it forsake totally its informal alliance with landowning and land-benefiting classes. High Commissioner Wauchope acknowledged that the Palestine administration could not undertake to resettle agricultural laborers, if for no other reason than the financial expenditures involved.⁴³ The POCO of 1933 permitted landowners the

prerogative to petition government to resume a tenanted holding for purpose of upgrading its cultivable capacity, its development, or for closer settlement, colonization, or disposal for building purposes. Many landlords did seek governmental assistance in ridding their land of tenants under these provisions in section 15 of the POCO.⁴⁴

This POCO prevented the tenant from selling or mortgaging his tenancy right, but did not prevent him from giving up his land to the landlord before the granting of "statutory tenancy." Where tenants did make prior agreements with their landlords to vacate land, and then claimed "statutory tenancy," the government board established to protect the tenants' rights ruled in favor of the landlord. Informal agreements were sometimes made between the landlord and his tenants, in which the landlord, interested in freeing his land of tenants, did not collect a portion of the crop as annual rent and paid the tenant's tithes, for which the tenant left his land.⁴⁵

The immediate result of the ordinance's enactment was an increase in the number of disputes over the right to use and dispose of land. There were surprisingly few claims to tenancy rights from Arabs with respect to Jewish-owned land. This lack of claims was evidence that Jewish landowners were finding little difficulty, by means of payment of liberal compensation, in persuading Arabs who claimed rights to abandon their claims. There was the case of eleven cultivators in the Ramleh subdistrict who had their claims for "statutory tenancy" upheld against the Hanotiah Company, a Jewish colonization company. Three days after the judgment in their favor they chose to leave their lands after receiving 600 Palestine pounds.⁴⁶ Most disputes that arose under the ordinance's jurisdiction were between Arab landlords and their tenants.⁴⁷

Most of the claims submitted in early 1934 concerned land in the coastal plains and not the hill regions of Palestine, reflecting Jewish land purchase concentration and Arab land sales in

general. Between early 1934 and January 1937, 271 claims were heard with 167 upheld and 104 dismissed in the Tulkarm subdistrict.⁴⁸ Once claims were accepted by the boards set up to investigate them, they were handled with dispatch, which had a positive effect upon the minds of the people.⁴⁹

From the records of the claims in the Tulkarm subdistrict, testimony of village mukhtars carried great weight in the decisions made by investigating boards. Records of tithe payments were in most cases insufficient evidence of a tenant's cultivating tenure. Though the ordinance did not precisely require written documentation of previous cultivation or grazing, in cases where it was the landlord's word against the claimant, the commission most often held against the claimant. Many times no written tenancy agreement existed, because the tenant feared any possible knowledge by the government of his whereabouts. Furthermore, if a claimant were working land that had never been registered in the land record books, the establishment of rightful ownership first had to be determined by the land courts, a lengthy process in its own right. If it could then be shown that the claimant owned land in addition to the land in which he was a tenant, and that area was deemed adequate for his subsistence, then his "statutory tenancy" claim was not upheld.

The new ordinance, like its predecessors, was open to abuse, misuse, and circumvention. Some cultivators saw in the new POCO an opportunity to enhance themselves financially, either by seeking to extract monetary compensation from a landlord interested in selling his land free of tenant encumbrances or by squatting on land and expecting to use it until a decision was made about the claim. Some bona fide tenants plowed areas larger than their normal capacity would allow in order to deny the area to other agricultural workers who might otherwise have squatted

on a landlord's property for the purpose of gaining compensation or working the land legitimately. The bona fide tenants believed that they might be entitled to larger compensatory amounts with fewer claims against the same landlord.⁵⁰ The impact of anticipated monetary demands caused some landlords to reduce the actual amount of land under cultivation, reducing in turn the crop yield and their rents, calculated on a fixed percentage of the yield. There were instances where the Arab landlord concurred with a claimant's request for "statutory tenancy" after the land had been purchased and legally registered. Such a practice resulted in the signing of contracts between Arab sellers and Jewish purchasers, stipulating that the seller was responsible to hand the land over free of tenants.⁵¹ Provision of the money for the compensation came either from the seller or the purchaser depending upon the land sales agreement. Another simple means of evading tenants' rights was the production at the board hearings of a receipt and agreement signed by the claimant acknowledging that he worked the land without the consent of the landlord, thus negating "statutory tenancy" classification.⁵²

Before the passage of the POCO of 1933, some landlords drew up lease agreements with tenants for a certain rental amount to be paid in cash rather than in kind. The tithe on such lands was often paid by the tenants directly to the tax collectors or to agents working for the landlord who also collected the rents. But the existing Commutation of Tithes Ordinance obliged the landlord to pay the tax directly. After the passage of the POCO of 1933 some tenants believed that the tax collection procedure would not permit the landlord to evict them from their land. Hence, many of them ceased paying the amount of the tax due the landlord and in turn due to the government and ceased paying the rent as well. Landlords, responding to their tenants' refusal to pay rent, appointed guards to watch the threshing floor, or, if the landlord was resident far distant

from his lands, requested the administration to collect the rent and the tax on his behalf.⁵³ On at least one occasion the tenants killed the guard employed by the landlord to collect the rent and tithe.⁵⁴

Tenants in some cases were appropriately coached about their rights. In one instance claimants repeated, parrot-like, the block and parcel numbers of the lands in which tenancy rights were claimed, yet were unable to state the block and parcel numbers owned and occupied by themselves in the same village.⁵⁵ The extent to which Palestinian Arabs, involved in the nationalist cause, incited recalcitrance on the part of some fellahin against their landlords and against the Zionists is in need of further study. There is evidence that "intriguers and blackmailers redoubled their efforts to obtain money from landlords by inciting others to enter land in which they had no rights."⁵⁶

The recourse left to landlords was in section 15 of the POCO, which permitted resumption of a holding. In some cases, the Arab landlord was able to gain eviction of his tenants because he wished to upgrade his holding to cash crop cultivation of oranges.⁵⁷ In other cases, the landlord sought resumption of a holding and eviction of his tenants because he considered himself helpless and poor.⁵⁸ Another Arab landlord, who served in the Palestine administration, asked and received the resumption of his holding and the eviction of his tenants because their tenancy threatened his future with serious material loss. The landlord argued that he should not be forced to suffer, merely to provide a tenant with means for his living.⁵⁹

An immediate effect of the new POCO was a particular reluctance on the part of Arab landowners to lease or release their lands to tenants. In the southern district of Palestine, Arab landlords evaded the spirit of the ordinance by not permitting resident cultivators to begin

plowing for the coming agricultural season, thus not evicting them, but making their already precarious economic situation more tenuous. Landlords in the coastal plain sometimes left all their lands fallow rather than run the risk of tenancy claims.⁶⁰ As a result of this practice, many tenants spent hours appealing to sympathetic magistrates, police officers, and other administration officials who were, however, in no position to help them legally. By shutting tenants out of land they previously occupied and denying them the opportunity to cultivate the winter crop immediately after the summer crop, optimum seeding and land preparation time was lost.

The most unanticipated result of the POCO was its stimulating effect upon land transfers. Many landowners who still possessed reasonably large estates of 1,000 dunams or more sold their lands to Jewish purchasers rather than run the risk of tenancy claims. In some instances, landlords approached the JNF, requesting and receiving money to compensate their tenants of prior years in preparation for eventual sale to Jewish purchasing agents.⁶¹ As far as it concerned the process of Jewish land purchase, this procedure enabled the Arab landlord to deal directly with his tenants, while the Jewish purchasing organization only supplied the compensatory amounts. This had the dual effect of cutting down on the number of bogus claims that might otherwise have been lodged against a Jewish company, and reducing the frequency of Jewish-Arab tenant contact, always susceptible to overtones of antagonism, resentment, and disquietude.

Not unexpectedly, the JA, its affiliated land purchasing organizations, and the Palestine Arab community reacted strongly and negatively to the implementation of the newly written POCO. As was evident from the Palestine Arab press, most Arab response to the new POCO was negative. Many articles pointed to the inadequacy of the POCO, for it did not totally

prohibit land sales. Al-Jami`ah al-Islamiyyah of August 3, 1933 remarked in one article that the POCO came too late, since the coastal plains had already been transferred into Jewish hands. Moreover, noted the paper, in the future the Arab landowner will shun the fellah and will not allow him to cultivate his property lest he remain on it permanently, and so the poor fellah will be chased by the Zionists. Filastin of August 5, 1933 said that "if the government seriously cared for the interest of the masses it would prohibit land transactions which prejudice the fellahin and cause them more harm than any number of successive bad (agricultural) seasons."

`Awni `Abd al-Hadi, a lawyer and active member of the Istiqlal Party, noted that he did not believe the ordinance would be enforced, just as other ordinances (protecting tenants) since 1920 had not been enforced. He suggested that the government take effective measures to stop Jews from appropriating lands before compensating Arab cultivators with other lands. Interestingly enough, he did not advocate prohibitions on land sales, but rather urged the government to force a purchaser or seller to provide land in compensation for an eviction, with failure to comply to result in a seven to ten year prison term.⁶² `Awni took similar note of the inefficacy of the previous POCOs in his reply to the reports submitted by Lewis French. There he noted that no individual member of a nation had the right to dispose of his land in a manner that might prejudice the rights and position of the nation to which he belonged.⁶³

Only immediately after the enactment of the POCO was there serious discussion of its merits. Most attention paid to the land question by Arab politicians in the period from 1933 until the promulgation of the Land Transfer Regulations of 1940 centered around the total prohibition of land sales interspersed with virulent attacks against land brokers. There is ample evidence to suggest that the fellahin took welcome advantage of the ordinance but were considerably

disillusioned when the government failed to return many of them to their lands of previous occupation.

The new POCO created serious problems for Jewish land purchase. Because it gave a tenant rights against the landlord and did not prejudice those rights when land was transferred, the new owner was as liable to tenancy claims as the seller. Even if the seller contracted to sell his land free of tenancy encumbrances, the purchaser could not be sure that he would not face numerous tenancy claims. As a result of tenants' rights to occupy land as protected under the Land Disputes Possession Ordinance, the Jewish owner of newly acquired land often found himself involved in very costly and lengthy judicial proceedings. Settlement with claimants to tenancy often necessitated out-of-court payments, sometimes forcing the purchaser to pay compensation to the tenants twice, once before the transfer and once after the transfer was effected.

The second major criticism of the POCO lodged by Jewish purchasers concerned the limitations placed upon the landlord. By virtue of the ordinance, as soon as a tenant received administrative recognition of "statutory tenancy," he became the charge of the landlord for life. If the tenant decided that he preferred another parcel of land, for whatever reason, the landlord was obliged to reserve both the land from which he moved and the land to which he moved as maintenance areas. Since no area limit was placed upon a tenant's holding, some claimed that more land was necessary for their livelihood than they actually needed or could work, farming portions of it out to others who in turn paid the "statutory tenant" rent for its use.

While many landlords, as noted, resorted to the resumption of their holdings, the ordinance deprived the landlord of absolute freedom to dispose of his land in whatever manner

he wished. Land became, as a result, an illusory security forcing financial institutions to be cautious in granting credit or allowing collateral for what might well be encumbered land. The JNF argued that the ordinance perpetuated the practice of grazing at the expense of favoring more intensive use of otherwise cultivable lands.⁶⁴

In an effort to broaden further the definition of a "statutory tenant" and increase cultivators' protection, the Protection of Cultivators Amendment Ordinance of 1936 was enacted in June 1936. The definition of a "statutory tenant" was finally apparently widened to include a person who was hired by the landlord to do agricultural work and who received a monetary wage. At least that was the definition as it appeared in the draft ordinance of May 7, 1936. When the amendment was promulgated on June 25, 1936, agricultural laborers were specifically excluded from the "statutory tenant" definition. It is not clear whether their inclusion in the draft ordinance was merely a typographical error, or whether there was actual intent to provide protection for agricultural laborers. It is highly unlikely that Wauchope, who was already in the midst of fending off the Arab general strike in May, would have been willing to allocate vast funds sorely needed for security purposes to pay for the administrators and bureaucracy necessary to hear the claims of this large class of cultivators.

CONCLUSION

Had there not been an outbreak of Arab disturbances in April and May of 1936, the mandatory government would have enacted protection for owner-occupiers through retention of

a maintenance area known as a "lot viable." This would have protected the largest and most economically vulnerable agricultural class in Palestine. But as a result of the riots and general strike, such legislation awaited the findings of the investigatory (Peel) commission. No owner-occupier legislation was ever enacted.

Wauchope had understood that for practical, financial, and economic reasons he had to stop or minimize the displacement of Arab cultivators. At the same time he did not wish to restrict land transfers or have restrictive land transfer regulations instituted as had been suggested earlier by Chancellor.⁶⁵ Obligated legally through the articles of the Mandate to facilitate the growth of the Jewish national home and unofficially to court Arab (landowning) notable participation, or at least tacit acquiescence to British presence in Palestine, support of tenant's and cultivator's protection was considered the most advantageous and least antagonistic solution in the land sphere. No radical rearrangement of land ownership patterns and no overt legal restrictions upon Jewish land purchase (until 1940) were enacted.

Blind faith in British-imposed law was the most appalling aspect of British policy in the land sphere. The British did not comprehend the depth of Zionist commitment to own land nor did they understand why Palestinian Arabs were positively eager to sell portions of their patrimony. As a result they did not conceive of the artful deceptions conjured up by purchasers and sellers to satisfy their respective needs.

In 1940, the British changed their role from umpire to advocate. The land transfer restrictions were as much an effort to stop Jewish land purchase as to protect the Palestinian Arab against his own willful indiscretion. British paternalism was aimed not only at shielding the Palestinian Arab population, but designed to retain Britain's political dominance in Palestine.

The dispute over land was not just an Arab-Zionist controversy. It tore at existing societal differences within the Palestinian Arab community. Accession to positions of political authority had been acquired via land acquisition. Later, such authority was preserved by exchanging money for land. Once a protected birthright, land increasingly became relegated to commodity status for some Palestinian Arab notables. Social cleavages widened as tenants were forced to leave traditional areas of residence and adjust their life styles to existences that were increasingly less dependent upon direct agricultural and pastoral occupations. Continued economic disorientation and physical dislocation contributed to the inability of many former Arab tenants, and other agriculturists for that matter, to develop some common political voice. Once displaced and compensated, the Arab tenant could not depend upon a former landlord as his political spokesman. Land sales to Jews hastened the divisions within Palestinian Arab society.

Two factors played significant roles in British misperceptions: lack of well-trained administrative personnel who could understand the complexities of the land regime, and a gross underestimation of the effects of a plummeting rural economy upon a cultivator's ability to maintain, in what were good years, adequate subsistence. As a consequence of these deficiencies, the Palestine administration was compelled to rely upon information judicially supplied to it by the JA.

Nevertheless, Arab tenants gladly took compensation to vacate their holdings. Some relished the opportunity while others were reluctant to accept anything but land. Ultimately, the peasants were defenseless against the process of dispossession and the legalized but relentless pressure that went with it.⁶⁶ Such pressure emanated simultaneously from Arab sellers, Jewish

purchasers, and an agricultural economy that was precarious at best. Many who received monetary compensation saw these lump sums as means toward debt extrication. Most squandered the money given them. Very few invested the proceeds in other, more profitable commercial or agricultural pursuits.

Colonel C.F. Cox, the Nazareth district governor in 1920-1921, zealously defended the rights of tenants to receive land as compensatory government was interfering in a matter where it had not been asked and where tenants preferred to receive money.⁶⁷ Nonetheless, the Palestine administration, particularly after 1929, appointed itself as judge between Arab landowning and Arab tenant classes. It is not surprising, therefore, that on looking back upon the effectiveness of the various POCO's promulgated, the administration found in 1941 that they comprised "one of the most contentious pieces of legislation on the statute books for Palestine."⁶⁸

Inter- and intra-communal ill-feeling was catalyzed by the various versions of the POCO. Certainly, in the absence of such legislation, the cultural, religious, political, and economic animosities that plagued Palestine for almost three decades under the Mandate would still have been evident, though without it the hostilities might also at times have been somewhat less vitriolic.

APPENDIX I**UNDERTAKING⁶⁹**

Mr. Yehoshua Hankin

through the District Officer, Nazareth

We, the undersigned, cultivators of the lands of the village of Afuleh, as shown by the Register of Committed Tithe for 1924, hereby admit and acknowledge that the lands and houses situated in the village of Afuleh are the property of Nicola and Michel, sons of the land Ibrahim Sursock, of the City of Beirut, and that after the death of the said Michel his share devolved by way of succession according to Miri Law to his heirs, viz., his widow Lisa Sursock and to his sons from his said wife, who, being still infants are under the lawful guardianship of their mother, and that the said lands and houses are still their property to this present day, without any objection or adverse claims by another person, and no other person has any rights to the said properties:

And whereas, you have purchased the said lands and houses with all the rights and benefits appurtenant thereto on behalf of the Palestine Land Development Company, and the American Zion Commonwealth, and you caused the said properties to be surveyed and to be registered in the names of the said two companies.

And whereas, we are not in a position to purchase the said properties or any part of the same, owing to our inability to pay the price, and you have offered us sufficient land for cultivation,

We therefore, of our own free will do hereby inform you that we decline your said offer, as we have obtained lands for cultivation elsewhere, and we are not in need of land, and we undertake that by the 5th of January, 1925, we shall evict and deliver for your use our houses, and remove from the said houses our families and our cattle, and we shall deliver the said houses to you free from any impediment and we shall leave the lands of Afuleh, its houses and other buildings and deliver the same to you.

And we further undertake to deliver to you four camel-loads of fodder per feddan,

And we acknowledge with thanks the receipt from you of £25 (twenty-five pounds) per feddan, viz., I, Selim al-Saadi, received from you £50 for two feddans, and I, Salem (al)-Saadi, received £25 for one feddan; and I, Mustapha al-Shari, received from you £25 for one feddan; and I, Ali al-Khalaf, received from you £25 for one feddan; and I, `Abdullah Muhammad Jawish, received from you £50 for two feddans, and we Arifeh and Atfeh, heirs of Kamel Assad, for ourselves and in our capacity as guardians of our infant brother, Farla(?) and the other heirs, received from you £50 for two feddans, and this by way of compensation for the crop and any other work done by us on this land, and as consideration for our refusal of your said offer of land for cultivation, and we hereby waive by way of full and irrevocable waiver any rights which we may have had to the said lands and houses, and we declare that we have no further right to demand the purchase of the said land or any part of the same, nor do we demand land for cultivation nor any rights to the crop, nor any other rights whatsoever.

If we fail to comply with the above terms or if we fail to deliver the said lands and properties (viz., the said houses) and to leave the said village within the aforementioned period, we shall be liable to pay you by way of rental for the said houses and lands at the rate of half-a-pound per day for each feddan, and in addition to this if we fail to leave and deliver, or we fail to comply with any of the terms herein mentioned, we shall be further liable to pay you the sum of £50 per feddan by way of damages for the damage caused to you and of any Court or other fees which you may incur without the necessity of any Notarial or other notice, and our failure to deliver, or our default shall be deemed to be sufficient notice within the meaning of Article 107 of the Ottoman Code of Civil Procedure.

Yours, etc.

28th December 1924. (Signed) `Abdullah Muhammad Jawish

Finger print of

Ali al-Khalaf al-Adad

Salem Mahmud al-Saadi

Salim Mahmud al-Saadi

Mustafa Omar Shaari

Arifeh bint? Kamel Assad

Atfeh bint? Kamel Assad

We personally know the above five men and two women and they signed the above document in our presence after it was read over to them.

Witness (Signed) Hassan Mubari

Mahmud `Abd al-Hassani

Certified by the Notary Public of Nazareth under number 388 of 26/12/24.

APPENDIX II⁷⁰

Table 13

Number of Arab Tenant Farmers on Tracts Acquired by Jews in the Plains of
Esdraelon (Jezreel Valley) and Acre and Compensatory Amounts Paid

Land	Sellers	Area in Metric Dunams Purchased	Area	Previous Tenanted Tenants	Number of Paid (£)	Compensation		
Nuris Block	Sursock	27,018		5,514	38	615		
Nahalal Block	Sursock	20,034		6,433	64	333		
Ginegar	Sursock	10,568		5,927	20	256		
Tel Adas	Sursock	19,758		8,271	34	492		
Hartieh	Sursock	23,894		14,244	59	3,314		
Shayk Abreik								
Harbaj								
Jabatta	Sursock	22,056		11,028	57	2,032		
Kneifes								
Jedda	Sursock	9,465		9,190	54	3,338		
Tel-Shemmen	Sursock	6,341		5,973	22	1,103		
Kuskus-Tabun	Farah	9,281	6,984		40	1,628		
Afule	Sursock	14,244		12,406	47	2,603		
Shunam	Sursock, Ra'is, Atala	9,373		5,514	14	1,051		
Abu-Shusha	Karkabi	4,870		1,929	17	432		
Warakani	Karkabi	3,308		2,757	9	513		
Jidro	Sursock	40,976		14,704	117	3,568		
Majdal and Kafratta	Sursock	19,023		18,380	96	6,156		
TOTALS		240,209		129,254	688	27,434		

NOTES

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1. Chancellor to his son Christopher, September 1, 1929, Chancellor Papers (hereafter CP), Box 16/3, Rhodes House, Oxford.
 2. One dunam equaled approximately one-quarter of an acre.
 3. Yehoshua Porath, The Emergence of the Palestine Arab National Movement, 1918-1929 (London: Frank Cass, 1974), p. 56.
 4. For an example of the mechanisms employed after 1940, see methods outlined for 1943 alone in Colonial Office (hereafter CO) 733/453/75042/9, folios 1-43.
 5. Government of Palestine, Census for Palestine, 1931, Vol. 1, p. 96. The demographic statistics available for the socioeconomic composition of Palestine's population are only partially reliable. But in the absence of more precise information, the Census of Palestine of 1931 is our most detailed source.
 6. Ibid., Vol. 2, Table XVI, p. 282.
 7. High Commissioner Arthur Wauchope to Phillip Cunliffe-Lister, secretary of state for the colonies, December 22, 1932, CO 733/217/ 97072.
 8. Commissioner of lands to chief secretary, May 12, 1931, Israel State Archives (hereafter ISA), Box 3280/file 2; see fn. 11.
 9. Gabriel Baer, Studies in the Social History of Modern Egypt (Chicago: University of Chicago Press, 1969), p. 75. No tenant protection existed in Transjordan, Syria, or Iraq. As in Palestine, the landlord in Transjordan terminated his contractual obligations with his tenants at the end of each year. In Syria, the first legal protection offered to tenants came in 1958, with stipulation that regulated relations between the landlord and tenant. In Iraq, a 1933 law enumerated the rights and duties of cultivators, but gave the landowner the right to retain his tenant unless the latter could pay his debt. For further information on the condition of tenants in these countries see Central Zionist Archives (hereafter CZA), Record Group S25/file 3490; Eva Garziozi, "Land Reform in Syria," Middle East Journal, 17 (Winter-Spring, 1963), pp. 83-90; Saleh M. Dabbagh, "Agrarian Reform in Iraq," American Journal of Economic and Social History, 28 (1969), pp. 61-76. See also Andre Latron, La Vie rurale en Syrie et au Liban (Beirut: Impr. Catholique, 1936).
 10. Note by Mr. Bennett of the Palestine Lands Department, June 1930, ISA, Box 3768/file 4.
 11. League of Nations, Permanent Mandates Commission--Minutes, October 28, 1924, p. 58.
 12. Great Britain, Report on Palestine Administration, July 1920-December 1921, 1922, p. 110.
 13. Proclamation, Ordinances, and Notices Issued by OETA-South to August 1919 (Cairo, 1920), pp. 31-32; ISA, Box 3744/file R525.
 14. Statement of the Arab Executive refuting the English White Paper of October 1930, in `Abd al-Wahhab al-Kayyali, Watha`iq al-Muqawama al-Filastiniyyah al-`Arabiyyah didd al-Ihtilal al-Barantani wa al-Sahyuniyyah, 1918-1939 (Documents of Palestinian Arab Resistance against British and Zionist Occupation, 1918-1939) (Beirut, 1968), p. 192 (Arabic).
 15. George Post, "Essays on Sects and Nationalities of Syria and Palestine - Land Tenure," Palestine Exploration Fund Quarterly Statement (April, 1891), p. 106; Alfred Sursock, Memorandum on Sursock Lands, September 30, 1921, ISA, Box 3544/file 21; Arthur Ruppin, Syrien als Wirtschaftsgebiet (Berlin: Kolonial-wirtschaftliches Komitee, 1917), pp. 64-65.

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16. High Commissioner Herbert Samuel to secretary of state for the colonies, November 22, 1921, CO 733/7/58411; H.F. Downie of the Colonial Office, Note on the Palestine Land Problem, March 8, 1935, CO 733/272/75072.
 17. Minutes by Mr. Mills of the Colonial Office, no date, CO 733/7/58411.
 18. Minutes of the 13th meeting of the Advisory Council, CO 733/8/63972.
 19. Great Britain, Report of the Commission on the Palestine Disturbances of August 1929 (Shaw Report), Cmd. 3530, March 1930, p. 115; Cf. League of Nations, Permanent Mandates Commission -- Minutes, June 6, 1930, p. 61. In the villages of Kneifis, Solam, Tel-Tora, and Jabatta purchased from the Sursocks in the Jezreel Valley in 1925, the villagers vacated their lands prior to administration notification of the transfer.
 20. See Appendix I.
 21. Government of Palestine, Report of a Commission on the Economic Condition of Agriculturists in Palestine and Fiscal Measures of Government in Relations Thereto, 1930, p. 44; Arthur Ruppin, "Jewish Land Purchase and Reaction upon the Condition of the former Arab Cultivators," CZA, S25/4207.
 22. See Appendix II. Further research is necessary to determine the total number of Arab tenants who received monetary compensation to vacate the land they worked.
 23. Yehoshua Hankin, a Jewish land purchasing agent to the central office of the Palestine Development Company, March 11, 1932, CZA, S25/7620.
 24. Palestine Land Development Company to Palestine Zionist Executive, May 5, 1925, S25/685; S. Kaplansky, "The Land Problem in Palestine," 1929, CZA, Z4/3444/III; Protocol of the JNF directorate meeting, December 28, 1928, CZA, KKL 5/Box 1048. In 1925, the compensatory amount paid to tenants raised the total purchase price of rural land 15 percent, in 1930 it approximated an additional 20 percent, and by 1938 land that cost five Palestine pounds per dunam required an additional sum of two pounds.
 25. Mr. Bennett, secretary to Sir John Hope-Simpson to John Stubbs, director of lands, July 4, 1930, ISA, Box 3768/file 4; League of Nations, Permanent Mandates Commission -- Minutes, June 22, 1926, p. 116.
 26. High Commissioner Wauchope to Phillip Cunliffe-Lister, secretary of state for the colonies, December 22, 1932, CO 733/217/97072.
 27. Shaw Report, p. 123; minutes of the Executive Council of the Palestine government, January 17, 1930 and February 7, 1930, CO 814/26.
 28. Chancellor to secretary of state for the colonies, March 5, 1931, CO 733/40/87402 (I); Chaim Arlosoroff, Yoman Yerushalaim (Jerusalem Dairy), n.d., p. 20 (Hebrew). Chancellor to Christopher, January 15, 1930, CP, Box 16/3; Hope-Simpson to Chancellor, June 26, 1930, CP, Box 15/2.
 29. For Chancellor's attitude toward the Mandate, see his dispatch of January 17, 1930, CO 733/182/77050, part II.
 30. A. Ashbel, ed., Shishim Shnot Haksharat HaYishuv (Sixty Years of the PLDC) (Jerusalem: Hamcoar, 1969), pp. 81-88 (Hebrew).
 31. Judgment of the Court, June 11, 1930, CO 733/190/77182; Michael F.J. McDonnell, Law Reports of Palestine, 1920-1933 (London, 1934), pp. 471-73.
 32. See the draft POCO Amendment Ordinance in Chancellor to Lord Passfield, secretary of state for the colonies, March 29, 1930, CO 733/182/77050, part II.
 33. Gabriel Sheffer, "Intentions and Results of British Policy in Palestine: Passfield's White Paper," Middle Eastern Studies, 9 (January, 1973), pp. 43-60.

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34. See Proposed Transfer of Agricultural Land Bill in CO 733/182/77050, part II.
 35. League of Nations, Permanent Mandates Commission -- Minutes, June 15, 1931, pp. 78-80.
 36. Minutes by John Shuckburgh of the Colonial Officer, May 22, 1931 and Passfield to Chancellor, April 22, 1931, CO 733/199/87072, part II. Lewis Namier of the London Zionist Executive to Chaim Weizmann, January 20, 1931, CZA, 525/7455; secretary of state for the colonies to High Commissioner, January 29, 1931, and High Commissioner to secretary of state for the colonies, January 31, 1931, CP, Box 13/5.
 37. Zvi Botkovsky, a Jewish land purchasing agent, to the Palestine Zionist Executive, March 3, 1931, CZA, S25/9836.
 38. Secretary of state for the colonies to Chancellor, April 22, 1931, CP, Box 13/5.
 39. S. Horowitz, lawyer for the JA, to the JA, June 8, 1931, CZA, KKL5/536.
 40. Protection of Cultivators Amendment Ordinance (No. 1) 1932, Official Gazette, April 22, 1932.
 41. Dr. Thon of the Palestine Land Development Company to the JA, June 8, 1931, CZA, KKL5/Box 536.
 42. For Drayton's comments on the POCAO, see CO 733/199/87072. For the POCAO of May 1931, see Official Gazette, May 29, 1931, pp. 414-16.
 43. Wauchope to Cunliffe-Lister, December 22, 1932, CO 733/217/97072.
 44. See below on landlords' actions under section 15 of the POCO.
 45. Case of Faris Ali Salameh vs. Mohammad al-Sheikh Nasir and partners, ISA, Box 3922/TR 34/33/a. There were numerous instances where this procedure was practiced.
 46. J. Hawthorn Hall for the High Commissioner to Cunliffe-Lister, April 27, 1934, CO 733/252/37272/1, folios 17-30.
 47. Ibid. This point is corroborated by the more than 250 claims from the Tulkarm subdistrict that we read.
 48. H.M. Foot, assistant district commissioner, Samaria to northern district commissioner, January 28, 1937, CO 733/345/75550/33F. Claims should not be confused with individuals. There were single claims in which there were as many as seventy tenants seeking "statutory tenancy."
 49. Wauchope to Cunliffe-Lister, March 10, 1934, ISA, Box 2464/file G 195.
 50. ISA, Box 3922/TR 94/33.
 51. ISA, Box 3922/TR 79/33.
 52. ISA, Box 3922/TR 61/33.
 53. ISA, Box 3890/TR 94/33, especially Ahmed Qabbani to assistant district commissioner, February 26, 1936, folio 61.
 54. Ibid.
 55. Memorandum submitted to the Palestine Royal Commission on behalf of the Jewish Agency for Palestine, November 1936, p. 143.
 56. Note by H.M. Foot, December 11, 1933, CO 733/252/37271/1.
 57. ISA, Box 3384/TR 114/33, and TR 41/33.
 58. ISA, Box 3922/TR 204/33.
 59. ISA, Box 3922/TR 114/33.
 60. Cf. fn. 46; League of Nations, Permanent Mandates Commission -- Minutes, June 5, 1935, p. 51.
 61. Interview with A. Ben Shemesh, then legal adviser to the Jewish National Fund, May 3, 1973.
 62. Al-Jami'ah al-Islamiyyah, September 8, 1933.

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63. `Awni `Abd al-Hadi to the High Commissioner, March 17, 1933, CO 733/230/17249.
 64. Note on the Cultivators (Protection) Ordinance, July 1934, CZA, S25/6932.
 65. Wauchope to Cunliffe-Lister, April ?, 1932, CO 733/230/17249.
 66. For a similar conclusion see George Antonius, The Arab Awakening (New York: Capricorn Books, 1965), p. 398.
 67. Abraham Pevsner of the Palestine Land Development Company to the head of the Palestine Zionist Executive, September 12, 1928, CZA, S25/7456.
 68. Report of the Committee on State Domain on the PRoposal to Exempt State Domain from the Provisions of the Cultivators (Protection) Ordinance, enclosure in a letter from Sir Harold MacMichael, High Commissioner for Palestine, to Lord Moyne, secretary of state for the colonies, June 28, 1941, CO 733/447/76117.
 69. Central Zionist Archives, S25/3368.
 70. Central Zionist Archives, S25/7620.