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LETTER DATED 24 APRIL 1951 FROM THE CHAIRMAN OF THE SYRIAN DELEGATION  
TO THE PRESIDENT OF THE SECURITY COUNCIL

April 24, 1951

Excellency,

I have the honour to request that the enclosed memorandum establishing my Delegation's views on the memorandum submitted by the Israeli representative on the 16th instant and issued as Security Council document S/2089 be circulated to the honourable members of the Security Council.

I take this opportunity to renew to your Excellency the assurances of my high consideration.

Sincerely yours,

(Signed) Faris El-Khoury

Faris El-Khoury  
Chairman of the Syrian Delegation

His Excellency  
The President of the Security Council  
United Nations  
New York

/Memorandum  
S/2105

51-3507

Memorandum Submitted by the Chairman of the Syrian Delegation  
to the President of the Security Council

1. In his memorandum of April 16, 1951, addressed to the President of the Security Council and issued as Security Council document S/2089, the honourable representative of Israel discussed section IV of the report of the United Nations Chief of Staff (S/2049) and quoted the reply of the Chief of Staff to the question put to him by the Syrian and Israeli Delegations to the Mixed Armistice Commission as to the conformity or non-conformity of the Huleh drainage enterprise with Article II, paragraph 2 of the Syrian-Israeli Armistice Agreement. The Chief of Staff declared:

"(1) In draining Lake Huleh, the Israelis will not enjoy any military advantage not equally applicable to the Syrians."

To this Mr. Eben replied:

"The Government of Israel is glad to state that it concurs with this conclusion, and notes that this finding fully vindicates the legality of its activities within the Huleh Area."

In the light of these two statements, one cannot but conclude that both the United Nations Chief of Staff and the Israeli Government confirm and agree with the Syrian Government's view that the drainage of Huleh Lake and swamps constitutes a military advantage to Israel but, at the same time, they allege that Syria will also profit equally by this advantage.

Article II of the Armistice Agreement stipulates:

"The principle that no military or political advantage should be gained under the truce ordered by the Security Council is recognized."

It is obvious that the text of this Article prohibits the creation of any military advantage in a generalized way, irrespective of profiting or using it by one side only or by both sides. The party who does not wish to profit by it or who estimates that the advantage is more to the interest of the adverse party cannot be obliged to accept it.

Suppose that there is a river separating the two belligerents and one of them starts constructing a bridge over the river during the truce or armistice. Can he justify his act by saying to the other signatory you may profit by this bridge as well as I?

In the present Syrian-Israeli dispute, instead of building a bridge, the Israelis are draining the Huleh Lake and are thus removing the barrier which separates the two parties. Indeed there is no better proof that the drainage  
/of the Huleh Lake

of the Huleh Lake constitutes a military advantage than the concurrence of the Israeli Government with the conclusion of Major General Riley. Syria, therefore, is justified in intervening under Article II, paragraph 2, of the Armistice Agreement with a view to stopping the works in the demilitarized zone pending a mutual agreement between Syria and Israel.

2. The Israeli representative contested the right of the United Nations Chief of Staff to study and make recommendations on certain other aspects of the Huleh undertaking, and, as a result, he emphasized that the views of the Chief of Staff on those matters which he discussed in his report do not fall within his powers, and, are null and void. Such allegation is groundless for the following reasons:

(a) The United Nations' Chief of Staff discussed and expressed an opinion on the construction of a dam at the south end of Lake Huleh and the effect of this work on the lands owned by the Arab local inhabitants which will be flooded because of the dam. He concluded by asserting that "this flooding, therefore, is an obstacle in the return to normal civilian life of the inhabitants of the demilitarized zone," and "is a violation of Article V, paragraph 2 of the Armistice Agreement",

As the United Nations Chief of Staff is responsible for insuring the full implementation of Article V of the Agreement by virtue of paragraph (c) of that article, we cannot but reject as utterly false and groundless Mr. Eban's contention that the Chief of Staff of the Truce Supervision Organization has no authority to embark on this matter.

(b) The second point dealt with by the United Nations Chief of Staff is the work within the demilitarized zone where the whole of the Huleh undertaking is to be performed. This zone was created by the Syrian-Israeli Armistice Agreement, the implementation of which is to be supervised and ensured by the Chief of Staff and the United Nations observers attached to the Mixed Armistice Commission. His primary duties are to safeguard the status of this zone and prohibit any activities therein which are likely to affect the relations between the parties concerned or to cause any change in the status quo. Therefore, Israeli's claim that the Chief of Staff's intervention in this matter is ultra vires his terms of reference is groundless and completely absurd.

/(c) The third

(c) The third point discussed by the Chief of Staff is the position of the Arab inhabitants who own lands within the demilitarized zone, and the forceful occupation of their lands by Israelis against their wishes. These peasants complained to the Chief of Staff in his capacity as the United Nations representative charged with the task of redressing the wrongs done to them. The Chief of Staff responded to their call and expressed his view, that the concessionaires, that is the Palestine Land Development Company, do not possess the right to expropriate or occupy lands or buildings, or to force the owners of lands to accept compensation. He further affirmed that there is no law of expropriation within the demilitarized zone, any occupancy of lands either temporary or permanent, without the full consent of the land owners is a hindrance to the restoration of normal civilian life in the demilitarized zone, and constitutes a violation of Article V, paragraph 2 of the Armistice Agreement.

(d) The fourth point, which the Acting Chief of Staff considers was the arbitrary deportation of the Arab inhabitants of the demilitarized zone. The worst of it is that the Israeli authorities claim that they possess papers signed by these deported Arabs asserting that they had consented to be deported. Indeed, it is as atrocious to resort to such methods as it is absurd to rely upon them.

It suffices here to assure that we have explicit documents showing that the alleged consent of the deported Arabs was extorted by the Israelis under duress and at gun point. It is important in this respect to point out that the Israeli Government, while claiming that the Arab inhabitants of the demilitarized zone have chosen to leave their homes and fields by their own free will, prevents the United Nations observers from carrying out their investigations with a view to asserting the wishes of the Arab inhabitants.

(e) The fifth point examined by the United Nations Chief of Staff is the question of sovereignty over the demilitarized zone. He declared:

"Neither party to the Armistice Agreement, therefore, enjoys rights of sovereignty within the demilitarized zone, and any laws, regulations or ordinances in force prior to the Armistice Agreement which affects any areas included in the demilitarized zone are held in abeyance."

This decision does not mean that the demilitarized zone is to be a vacuum or waste land. It means that its inhabitants are to return and enjoy a peaceful and normal life under the provisions of the Armistice Agreement which should prevail

/over any previous

over any previous regulations. The Chief of Staff based his opinion on the Security Council resolution of 16 November, 1948, and on the Armistice Agreement concluded between Syria and Israel. Article V, paragraph 2 of the Armistice Agreement clearly stipulates that the demilitarized zone was established with a view toward separating the armed forces of both parties while providing for the gradual restoration of normal civilian life in the area of the demilitarized zone. Moreover, Article V, paragraph 5 (c), charges the Chairman of the Mixed Armistice Commission with the responsibility of ensuring the full implementation of the provisions of the Armistice Agreement with respect to the demilitarized zone. Under these conditions the Chief of Staff is the sole judge of the existence of a conflict between anterior regulations and the present Armistice Agreement. The Acting Chairman of the Armistice Commission declared that he considered the draining works conducted in the demilitarized zone as contrary to the provisions of the Armistice Agreement and ordered:

"The Palestine Land Development Company should be instructed forthwith to cease all operations within the demilitarized zone, until such time as a mutual agreement is arranged through the chairman between Syria and Israel for continuing this project." (Document S/2067, page 7)

But the Israeli Government has hitherto shown no sincere desire of obeying the orders of the Chairman of the Armistice Commission.

3. As to the letter of Dr. Ralph Bunche, quoted in part by Mr. Eban in his above-mentioned memorandum, it is not legally binding on the signatory parties because it is not part of the Armistice Agreement. Nor can it in no wise be interpreted in such a manner as to contradict the provisions of the Armistice Agreement or to infringe the rights of the landowners and the rights of Syria. Furthermore, the passage quoted from Dr. Bunche's letter does not deal with the right of sovereignty over the demilitarized zone, nor does it claim to give such a right to one of the two parties. Finally, the above-mentioned passage quoted by Mr. Eban does not exist in the letter addressed to the Syrian Government by Dr. Bunche. In fact, the Syrian Government received from Dr. Bunche one note subsequent to questions addressed to him on June 21, 1949, and a letter dated June 26, 1949 addressed to the Syrian Government. Both of these documents do not contain the passage quoted by Mr. Eban.

4. There are certain erroneous statements in the memorandum of Mr. Eban, which I have to correct:

/(a) In paragraph I

- (a) In paragraph I of the Israeli memorandum, it is stated that the works of the Huleh project have been in progress since October 1950. This is utterly incorrect and the works were not started before February, 1951.
- (b) The allegation contained in paragraph 2 of the Israeli memorandum that the Chief of Staff was asked to give his views only on the question of whether the draining of the Huleh Lake would give a military advantage to one of the parties to the Armistice Agreement is also incorrect, since both the Syrian Delegation and the Arab landowners have requested the Chief of Staff to give his views on the question whether the works carried on in the demilitarized zone could be permitted under the terms of the General Armistice Agreement. Indeed, the Chief of Staff is de plano bound to intervene in this matter and give his conclusions on all its aspects, in the absence of any formal request to that effect.
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