

Borneo Martell Solicitors

Dixon House, 77-97 Harpur Street, Bedford MK40 2SY
Telephone (01234) 353221 Facsimile (01234) 217955
DX: 5607 Bedford

Ralph Franklin Esq
Mill Hill
Keysoe
Bedford MK42 2HP

Our Ref: JKC.SMH.ABTVC.1

Your Ref:

Date: 30th December 1997

Dear Mr Franklin

Part of Former Officers Mess Site, Thurleigh Airfield, Bedford

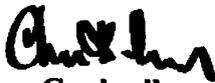
I have now concluded my negotiations with The Government Property Lawyers of the Purchase Deed in respect of the above site and the Purchase Deed is enclosed, in duplicate. It requires signing by all the trustees and each signature must be witnessed by a disinterested adult person. I will leave you to arrange the signing of the Deed but if you would wish me to write to say Mr Albertson and/or Mr Strong, please let me know. The persons executing the Deed should sign on the right hand side of the page and the persons witnessing the signatures should sign in the spaces on the left hand side of the page. Unfortunately the way The Government Property Lawyers have produced the Deed does not leave a lot of space for the witnesses, but each witness should sign his or her name, print in capitals his or her name, and write in his or her address and occupation. There is, stapled to this letter, an illustration showing how a document should be properly executed.

The above site is being sold together with and subject to all rights, easements, covenants and other matters (if any) which may or may not affect the site. My attempts to delete reference to such matters from the Purchase Deed have been unsuccessful. You buy subject to those matters insofar as they still subsist. I have perused the documents referred to in Part III of the Schedule to the Deed and I am able to say that those documents do not appear to contain any matters which adversely affect the site.

As previously advised, the Secretary of State for Defence does not own the area shown coloured green on the plan (this area is part of the public highway) but the Secretary is transferring to the trustees all his estate, right, title and interest in that piece of land (if any).

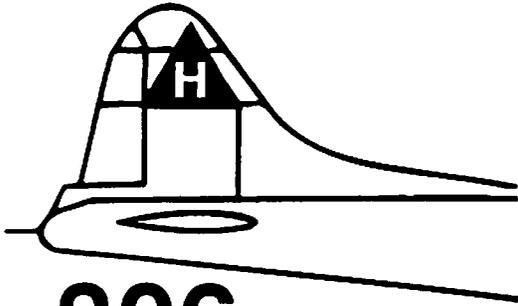
This firm's charges in connection with the purchase will amount to £220 plus VAT of £38.50. In addition there will be Land Registry and Search fees totalling £62 and of course the purchase price of £10. Accordingly, in due course, can you please let me have a cheque in favour of Borneo Martell for £330.50 and I will then let you have a receipted VAT Invoice.

Yours sincerely



James Cardwell

Encs 



367th, 368th, 369th, 423rd Squadrons, and service organizations
Thurleigh, Bedfordshire, England - September 1942-April 1945

306TH BOMBARDMENT GROUP ASSOCIATION

President

Joseph R. Hathaway
1031 N. Meade Avenue
Glendive, MT 59330

12 January 1998

Vice President

Alfred J. Switzer
684 Floral Drive
Kissimmee, FL 34743

Joseph Hathaway
1031 N Meade Ave
Glendive, MT 59330

Secretary

Russell A. Strong
5323 Cheval Place
Charlotte, NC 28205

Dear Joe:

Treasurer

Robert N. Houser
2412 48th Street
Des Moines, IA 50310

Attached are the papers received earlier today from Ralph Franklin concerning the acquisition of the memorial site at Thurleigh, which has been discussed for some time.

Directors

Sheldon Beigel
9813 Bearpaw Avenue
Las Vegas, NV 89117

The Ministry of Defense has finally completed action to turn the site over to a board of directors which is named in this document.

Wallace D. Boring
2348 Old Knoxville Pike
Maryville, TN 37804

The attached documents have been forwarded to Bob Houser and he will mail a check, in pounds sterling, to England upon receipt of the information. This is about \$533.

Russell G. Houghton
4444 E. Benson Hwy, #259
Tucson, AZ 85706

Note that the memorial site was given to us for the consideration of 10 pounds. The remainder of the money is for legal fees attached to the transfer.

Claiborne W. Wilson
1903 Spring Lane
Sanford, NC 27330

As to the directors: firstly, there is Ralph, followed by his two sons, our feeling being that this covered us for another generation, rather well into the next century; Walter Albertson was a 369th mechanic, now USAF retired, who has lived in England for quite a number of years, and who maintains an active interest in our presence there, and lastly myself, providing continuity with our organization.

Past President

Robert W. Seelos
1458 Virginia Avenue
Glendale, CA 91202

How we handle this particular matter in the future ought to be a subject for discussion. I have some ideas.

1998 Reunion Chairman

Clayton E. Ridge
7078 Stonington Dr. NE
Atlanta, GA 30328

I am mailing the copies sent to me by Ralph for signature back to him. Probably one of the copies will come to us, or least a copy of the signature page.

British Representative

Ralph Franklin
Mill Hill
Keysoe, Beds MK44 2HP
England

Sincerely yours,

cc: Al Switzer
Donald R. Ross

1998 Reunion

4-6 December

Savannah Marriott Hotel
Savannah, GA

13 January 1998

Dear Ralph:

Here are the two notarized copies of the transfer agreement.

I hope this will be satisfactory.

Bob Houser will be mailing a check to you by the end of this week, issued in pounds Sterling, which ought to be satisfactory.

In another week or so I'll call and we will discuss some matters pertaining to the transfer, etc.

Echoes should be in the mail to you by early next week. It will be going to the printer today.

As I think I told you I was being considered for the 8th AF newspaper job. Found out last night they chose someone else, which did not disturb me in the least. It would have taken a lot of time, and I was at the point on not caring one way or the other.

Probably the new editor will deal more kindly with the ----- from Oakley than I would have.

All the best to you and Daphne, and Hannah,

DATED _____

1997

THE SECRETARY OF STATE FOR DEFENCE

- to -

THE TRUSTEES 306th BOMBARDMENT GROUP ASSOCIATION

TRANSFER

- of -

Part of Former Officers Mess Site
Thurleigh Airfield Bedford

GOVERNMENT PROPERTY LAWYERS
Riverside Chambers Castle Street Taunton TA1 4AP

C/95/5293F/KEG

H M LAND REGISTRY

TRANSFER OF WHOLE

(Land Registration Acts 1925 to 1986
Rules 72 and 98 Land Registration Rules 1925)

COUNTY & DISTRICT : BEDFORDSHIRE - NORTH BEDFORDSHIRE
TITLE NUMBER :
PROPERTY : PART OF FORMER OFFICERS MESS SITE
THURLEIGH AIRFIELD BEDFORD
DATE :

1. DEFINITIONS

In this Transfer unless the context otherwise requires:-

1.1 The following words and expressions shall have the following meanings:-

"Plan" the plan annexed hereto
"Property" the land shown coloured pink and green on the Plan
"Transferee" RALPH FRANKLIN of Mill Hill Keysoe Bedford MK42 2HP and RAYMOND MICHAEL FRANKLIN of 26 The Avenue Bletsoe Bedford MK44 1QF and GRAHAM JOHN FRANKLIN of 2 Elm Tree Grove Keysoe Row West Keysoe Bedford MK44 2JE and WALTER HOWARD ALBERTSON of Selwyn Lodge 39 Hunstanton Road Heacham Kings Lynn Norfolk PE31 7JU and RUSSELL ARTHUR STRONG of 5323 Cheval Place Charlotte North Carolina 28205 USA and whose address for service in the United Kingdom is c/o Messrs Borneo Martell Dixon House 77-97 Harpur Street Bedford MK40 2SY as Trustees for the 306th Bombardment Group Association c/o Ralph Franklin Mill Hill Keysoe Bedford MK44 2HP
"Transferor" THE SECRETARY OF STATE FOR DEFENCE
"Retained Land" the adjoining or neighbouring land of the Transferor

1.2 A reference to a clause sub-clause or Schedule is a reference to a clause sub-clause of or Schedule to this Transfer and references in a Schedule to a paragraph or a sub-paragraph are to a paragraph or a sub-paragraph of that Schedule

1.3 References to "the Transferor" and to "the Transferee" include their respective successors in title and those deriving title under them

- 1.4 The provisions of any Schedule shall form part of this Transfer and definitions used in a Schedule shall also have the same meanings in the main part of this Transfer

2. TRANSFER

IN CONSIDERATION of the sum of £10.00 now paid to the Transferor (receipt of which the Transferor hereby acknowledges) the Transferor **HEREBY TRANSFERS** to the Transferee

- (a) with limited title guarantee that part of the Property shown coloured pink on the Plan and
- (b) such estate right title and interest (if any) of the Transferor in that part of the Property shown coloured green **EXCEPTING AND RESERVING** as set out in Part I of the First Schedule **TOGETHER WITH** the rights set out in Part II of the First Schedule **TOGETHER ALSO WITH** the benefit of and subject to the exceptions reservations easements covenants provisions and other matters contained or referred to in the documents set out in Part III of the First Schedule insofar as the same are still subsisting and are capable of either benefitting or burdening the Property

3. TRANSFEE'S COVENANTS

The Transferee **HEREBY COVENANTS** with the Transferor hereafter:-

- 3.1 to perform and observe such of the covenants and conditions relating to the Property as are still subsisting and capable of being enforced and to keep the Transferor indemnified from and against all actions costs claims and demands arising in respect thereof and so far as aforesaid
- 3.2 not to do or permit or suffer to be done in on upon the Property hereby transferred or any part thereof anything which may be or become a nuisance damage annoyance or inconvenience to the Transferor or the tenants of the Transferor or the occupiers of adjoining or neighbouring houses or the neighbourhood

4. DECLARATIONS

IT IS HEREBY DECLARED that:-

- 4.1 The Transferor or other the owner or owners for the time being of the Retained Land or any part thereof shall be at liberty to erect such buildings or erections on any part of the Retained Land and to alter add to or use the same or any existing buildings or erections on the Retained Land in such manner as he or they may think fit notwithstanding that the access and use of light and air at the date hereof or at any time hereafter enjoyed by the Transferee or its successors in title from and over the Retained Land may be thereby obstructed diminished or destroyed and that any such access and use of light and air as aforesaid shall be deemed thenceforth to be enjoyed by the Transferee and its successors in title with the consent of the owner or owners of the Retained Land subject to the provisions of this declaration and not otherwise
- 4.2 This Transfer shall not include or confer any easement liberty or privilege over or affecting the Retained Land or the Property save as expressly granted or as the case may be reserved

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £60,000



Ministry Of Defence
Defence Estates Organisation
Disposals Group
High street, Durrington, Salisbury
SP4 8AF
Tel. 01980 594500

Reproduced from the Ordnance Survey Plan
With permission of the Controller
of H.M. Stationery Office G003110G

80.8m

81.6m

Drain

Drain

El Sub Sea

RAF Officers
Club

MEMORIAL SITE
THURLEIGH AIRFIELD
SCALE 1:1250

THE FIRST SCHEDULE

PART I

Exceptions and Reservations

There are **EXCEPTED AND RESERVED** unto the Transferor in common with the Transferee and all other persons so entitled:-

The right in fee simple to retain all cables wires pipes drains and channels in on under or over the Property serving the Retained Land and the right to the free passage of electricity gas water effluent and soil through the same to and from the Retained Land together with all appropriate easements rights and privileges for inspecting repairing maintaining cleansing renewing and removing the same

PART II

Rights granted to the Transferee

This Transfer includes the following rights in favour of the Transferee and all persons authorised by it:-

The free and uninterrupted passage and running of water soil gas and electricity from and to the Property and any buildings which for the time being are on the Property or from any part of the Property to any other part of the Property through the sewers drains watercourses cables pipes and wires which are now in on under or over the Retained Land together with all appropriate easements rights and privileges for inspecting repairing maintaining cleansing renewing and removing the same

PART III

Documents referred to

DATE	DOCUMENT	PARTIES
21st March 1960	Conveyance	The Rev JAP Daniels (1) The Church Commissioners for England (2) The Bishop of St Albans (3) The Minister of Aviation (4)
25th February 1982	Conveyance	Secretary of State for Defence (1) Anglian Water Authority (2)
21st August 1996	Duplicate Conveyance	Secretary of State for Defence (1) Redman Heenan Properties Limited (2) St Modwen Properties Plc (3)

EXECUTED AS A DEED and delivered on (but not before) the day and year first above written

THE CORPORATE SEAL of)
THE SECRETARY OF STATE)
FOR DEFENCE hereunto affixed)
is authenticated by:-)

Authorised by the Secretary of State

EXECUTED AS A DEED by the said)
RALPH FRANKLIN)
in the presence of:-)

EXECUTED AS A DEED by the said)
RAYMOND MICHAEL FRANKLIN)
in the presence of:-)

EXECUTED AS A DEED by the said)
GRAHAM JOHN FRANKLIN)
in the presence of:-)

EXECUTED AS A DEED by the said)
WALTER HOWARD ALBERTSON)
in the presence of:-)

EXECUTED AS A DEED by the said)
RUSSELL ARTHUR STRONG)
in the presence of:-)

Russell Arthur Strong
Russell Arthur Strong personally signed this in my presence
this 12th day of January, 1998. Maileyn G. Byrd
Mecklenburg County



Thurleigh Lower School

High Street, Thurleigh, Bedford. MK44 2DB
Tel. 01234 771252

Headteacher: Miss E A Newton

27th February, 1996

Dear Ralph,

We have recently received the final report on our Inspection by OFSTED and the governors thought you might like a copy of the summary to read and show the 306 Group if you think they might be interested.

The Inspectors were impressed by the high quality and range of resources and this is largely due to the interest and generosity of so many friends of the school.

The support given by the 306 Group over the years is greatly appreciated by children, staff and governors and I hope you will convey our thanks to them for all their assistance in enabling the school to continue to flourish and grow at a time when funding is steadily declining.

With very best wishes.

Yours sincerely,

Elizabeth.

Mr Ralph Franklin,
Mill Hill,
Keysoe,
Bedford.
MK44 2HP

THURLEIGH LOWER SCHOOL
High Street, Thurleigh, Bedford MK44 2DB

SUMMARY OF THE INSPECTION REPORT

The school was inspected in November 1995. This is a summary of the inspectors' full report, which can be obtained from the school.

THE SCHOOL

Thurleigh Lower School is situated in the village of Thurleigh, Bedfordshire. The current roll is 65 pupils, including 32 in the nursery. Pupils are taught in three classes and there are two full-time and two part-time teachers. Most pupils come from the village but an increasing number come from further afield.

INSPECTION FINDINGS

Headlines

Thurleigh Lower School is led effectively by the headteacher with the support of the governing body and staff. It is a popular and successful school with an expanding roll. Overall, the school provides a good quality of education for its pupils, who achieve standards that are mostly sound and often good. The accommodation and the quality and range of resources are very good.

Standards of achievement

Standards of achievement throughout the school are mostly sound and sometimes good. The nursery provides children with a secure foundation for their future learning. Children's achievements in the nursery are sound in all the areas of the curriculum and often good in speaking and listening and information technology.

In Key Stage 1 (four to seven year old pupils) and Key Stage 2 (seven to nine year old pupils), pupils achieve standards in English, mathematics, science, design and technology, geography and music which are generally in line with national expectations and commensurate with their abilities. Standards in information technology, history, art and physical education are above national expectations and good for pupils' abilities. Pupils' speaking and listening skills are good throughout the school. Although writing skills are generally sound, the work is sometimes poorly presented. Standards of achievement are below national expectations and low for pupils' abilities in religious education.

Quality of education provided

Overall, the quality of education provided by the school is good. The curriculum is broad and balanced, meets the needs of the majority of pupils and generally fulfils the aims of the school. Occasionally, pupils make insufficient progress when they are asked to repeat work that they have already mastered, for example in mathematics.

The quality of pupils' learning is mainly sound and often good. Where it is particularly effective, pupils concentrate well throughout an activity. The quality of teaching varies between unsatisfactory and good, but is mainly sound. Where it is good, teachers plan well for the needs of pupils of different ages and abilities, expect high standards of work and behaviour and ensure that the pace of lessons is appropriate. Where teaching is unsatisfactory, it is often because teachers have low expectations of pupils and they do not ensure that pupils are attentive throughout the lesson. Teachers' long term planning identifies clearly the curriculum content but their lesson plans do not specify learning objectives.

Provision in the nursery is good. The curriculum is broad, balanced and of good quality. It ensures that firm foundations for children's future learning are established from an early age. The provision is strengthened by the good range and quality of resources, the favourable staffing levels and the good support offered by parents.

Resources for learning are excellent and the school is cleaned and maintained to a very high standard. These factors make a positive contribution to the quality of education provided for pupils.

Efficiency

Overall the school is managed efficiently. The headteacher has led the school effectively through a period of considerable change, with the support of the governing body. The school generally makes effective use of its human and material resources. Teachers have only recently been given responsibilities as co-ordinators for subjects. As yet, they have had little opportunity to influence curriculum development. The school development plan is generally appropriate, but it does not have a clear rationale and priorities are not identified and costed. It lacks a long-term vision for the school, particularly pertinent in view of the likely reduction in the budget. Governors have placed a high priority on maintaining existing staffing levels and pupils have benefited from this strategy. The governing body needs to review its priorities and devise a contingency plan to prepare for the likely reduction in next year's budget. The school's informal monitoring systems are not appropriate for ensuring that policies are implemented consistently. Overall, the school provides sound value for money.

Pupils' spiritual, moral, social and cultural development

The school's provision for pupils' moral and social development is appropriate and pupils respond well to this. Provision for their spiritual and cultural development is less secure. Pupils' behaviour is generally sound and the school functions as an orderly community, but teachers do not always consistently reinforce good behaviour.

Links with the community are very effective. Parents are very supportive of the school. They make a significant contribution to its work by assisting in lessons, and by fund-raising to provide a wide range of good quality resources.

WHAT THE SCHOOL SHOULD DO NOW

Key issues that the school needs to address

In order to build upon the overall sound standards and good quality of education established in the school, governors; the headteacher and staff need to:

- * maintain and build upon the sound standards in most subjects and the good standards in information technology, speaking and listening, history, art and physical education;
- * ensure that teachers have consistently high expectations of pupils' work and behaviour;
- * ensure that teachers' lesson planning identifies intended learning objectives;
- * improve the school development plan;
- * devise strategies for monitoring the implementation of policies and curriculum plans;
- * strengthen the role of curriculum co-ordinators.

The Governing Body is responsible for drawing up an ACTION PLAN within forty working days of receiving the report, showing what the school is going to do about the issues. This action plan will be circulated to all parents of pupils at the school.

THE INSPECTION

Thurleigh Lower School was inspected as part of a national programme of school inspection. The purpose is to identify strengths and weaknesses in schools, in order to improve the quality of education offered and raise the standards achieved by their pupils. The inspection of all schools every four years is also designed to give parents more information about their children's schools. A copy of this summary is sent to every family with a child at the school.

The inspection of Thurleigh Lower School took place between 21 and 23 November 1995. It was undertaken by an independent team of 3 inspectors, led by Mr John Mountford. The inspection was commissioned by the Office for Standards in Education, a department of central government.

The team was required to report on the standards achieved by pupils, the quality of education provided by the school, the efficiency with which financial resources were used and the contribution made by the school to its pupils' spiritual, moral, social and cultural development.

EXECUTED as a Deed by the said)
JOHN SMITH in the presence of:-)

Edward Edwards
EDWARD EDWARDS
10 EDWARD ROAD
EDWARD
EDWARDSHIRE
EDWARDIAN.

EXECUTED as a Deed by the said)
JOSEPH BROWN in the presence of:-)

Thomas Thomas.
THOMAS THOMAS
10 THOMAS ROAD
THOMAS
THOMASSHIRE
TRUCK DRIVER.

John Smith

Joseph Brown.

During our recent meeting Peter informed me that he has already been approached by a number of potential tenants, among the more intriguing is one from a film studio which is interested in making use of one of the large aircraft hangars. Another approach has come from a company who want to use some of the vast concrete areas for the storage of surplus vehicles.

Ironically one of the largest sources of income could come from farming and the Company are keen to listen to offers from the local farming community for the 1000 acres which are not taken up by either the runways, peri-tracks or buildings.

My main contact with the Ministry of Defence since 1993 has been Derrick Hockney as Senior Land Agent from the Central Disposal Unit with special responsibility for the sale of Thurleigh airfield. I first met Derrick in 1993 when he contacted me to ask if I would help him with details of the wartime activities on the base as he had to make a presentation to Members of Parliament in readiness for its sale. He spent almost a day obtaining information to use in his speech, from that time on his help has been invaluable in my negotiations on behalf of the 306.

Once it became almost certain who the eventual purchasers of the airfield were to be it was Derrick who suggested we meet on site where he would introduce me to Peter Robbins.

St Modwen have also purchased the old 40th Combat Wing site which, as you know, encompasses our Memorial, again from our point of view we have no problems as Derrick Hockney has reserved the site from the sale. The area shown on the enclosed plan is to be handed over to the 306th Bombardment Group Association through me, acting as your agent in this country. Once again it may well be a first for the 306 for such a transaction to take place.

The following photograph was taken by me from the very same spot on the airfield where on the 9th December 1942 R.A.F. Station Thurleigh was formally handed over to the U.S.A.A.F. This was the first official transfer of a base to the Americans in the British Isles.

There is a saying that history often repeats itself, I believe this may be true, albeit in a very small way, as the next photograph shows myself and Derrick Hockney confirming with a handshake the transfer of the Memorial site to the 306th Bombardment Group Association, almost 55 years after the previous historic transfer of the other area of North Bedfordshire to America.

To help members identify the land to be handed over I enclose an accurate drawing of the proposed boundary of the Memorial site, which when compared with the two aerial shots taken in 1992 should give a complete picture as to what we will own. The position of the site relative to the surrounding area can then be established by referring to the aerial photographs of Station 111 taken in 1951 and the R.A.E. Bedford airfield. The 40th Combat Wing Headquarters is site 13 on the enclosed layout drawing of Station 111, and can be seen clearly on both aerial photographs.

Having taken on the maintenance of the Memorial site for many years I am thrilled to know that the future of the area is assured and is to remain on one of the WWII sites to the memory of the thousands of 306 men who served at Thurleigh during the conflict. This very tranquil spot overlooking the old airfield is now well known and is already established as a place of pilgrimage not only to American visitors, but also to people from all parts of the U.K.

I do hope this information will enhance what I have already said during our recent telephone calls, and I look forward to your forthcoming article in Echoes.

All the best

