

WEITZEL **Frederick Gustav**

Born: c 1861 Westphalia, Germany
Died: 25 Jul 1917 (56) Wellington, NZ
Buried: Karori cemetery, Wellington, NZ, cremated

Father:
Mother:

Married:

? **Maria**
Born: c 1865 Westphalia, Germany
Died: ? Sydney, Aus
Buried:

Father:
Mother:

Children:

Weitzel **Gertrude Elizabeth**
Born:
Died: 11 Apr 1971 Sydney, Aus
Buried: Cremated

Married: 20 Dec 1917

Loughran **John**
Born:
Died:
Buried:

Weitzel **Maria (Mary)**
Born: 29 Sep 1888
Died:
Buried:

Weitzel **Annie**
Born: 8 Nov 1897
Died:
Buried:

Married: 9 Jan 1937

Nesbitt **Robert Joseph Gottfreit Ella**
Born: 22 Jan 1904
Died: 22 Jan 1948 (44)
Buried: Karori cemetery, Wellington, NZ, cremated

1919			Wellington	Widow
	John		Gertrude	
1919	Wellington	Tailor	Wellington	Married
1922	Wellington	Tailor	Wellington	Married
1925	Wellington	Tailor	Wellington	Married
1928	Wellington	Tailor	Wellington	Married
	Mary			
1911	Wangaehu	Teacher		
1914	Wangaehu	Teacher		
	Robert		Annie	
1919			Wellington	Spinster
1925	Wellington	Mechanisian		
1931	Dunedin	Mechanisian		
1935	Dunedin	Mechanisian		
1938	Wellington	Mechanisian	Wellington	Married
1941	Wellington	Mechanisian	Wellington	Married
1943	Wellington	Mechanisian	Wellington	Married
1946	Wellington	Mechanisian	Wellington	Married
1949			Wellington	Widow
1954			Dunedin	Widow
1960			Dunedin	Widow
	Charles			
1931	Tauranga	Farmer		

for next licensing election.

F. G. Weitzel, Beach road, Werarora, asking permission to divert water race into his front paddock, and out to the street again at his own expense.—Referred to caretaker.

A. McOhevne Murray, agreeing to

The management of the Werarora Public Library desire to acknowledge a donation of books from Mr Weitzel, who leaves for New Plymouth shortly.

The purifiers for the Levin gasworks.

Bacr.

Transfers in connection with the following lands were approved subject to the ranger's reports being satisfactory:—Section 48, block 14, Ohinewairua, 205 acres, A. E. Gibbons to G. Parker; section 83, block 1, Makuri, 11½ acres, F. Woods to M. Alpass; section 41, Horowhenua Village Settlement, 15 acres, F. G. Weitzel to M. Hall; section 33, Mataura Village Settlement, 7 acres

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**HOW THE MAYOR PROPOSES TO
 DEAL WITH THEM.**
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A special meeting of the Levin Borough Council was held last evening at the Council offices, Oxford street, when the Mayor (Mr B. R. Gardener) presented an important report on the question of the municipal leases, section 8, block II. The report and recommendations read as follows:—

1. That the present unsurveyed portion of section 8, block XI. be surveyed and sub-divided, leaving frontages as follows:—

Section	Now leased by	Feet frontage
27	F. W. Pink	21
28	W. H. Wilson	28
29	Thos. North	33
30	F. Weitzel	40
31	Henry Anstice	40
32	D. Smart	41
33	R. W. Bradley	25
34	R. W. Bradley	25
35	A. Corson	26
36	Geo. Smith	24

12. That the upset yearly rental of the various sections shall be as under:—

Name	No.	Frontage.		
Pink	27	21ft (£1ft)	£15	£36
Wilson	28	28ft (£1ft)	£22	£50
North	29	33ft (£1ft)	£17	£50
Weitzel	30	40ft (£1ft)	£15	£55
Anstee	31	40ft (£1ft)	£10	£50
Smart	32	41ft (£1ft)	£20	£61
Bradley	33	25ft (£1ft)	£15	£40
Bradley	34	52ft (£1ft)		£25
Corson	35	26ft (£1ft)	£10	£36
Smith	36	21ft (£1ft)	£15	£39
Stiles	14 & 16	52 (15s ft)	£25	£64
	1 & 8	£3 per annum	£10	£13

HC 20 Sep 1910

THE GRAVEL RESERVE.

Cr. Palmer moved, Cr. Lancaster seconded, and it was agreed:—That the Town Clerk be instructed to inform Mr Park, re Weitzel's lease, that this Council cannot entertain any proposal to remove the ratepayers property from the Gravel Reserve.

HC 11 Feb 1911

Cr. McLeavey moved, and Cr. Windley seconded, at to-day's meeting of the County Council: That, as Mr F. G. Weitzel has not observed the conditions under which he was granted permission to deviate water from the water race on the Beach road, the council do now withdraw such permission, and Mr Weitzel be informed that any future interference with the water race on his part will cause the council to take action in terms of "The Water Supply Act, 1908."

HC 24 Feb 1911

Amongst the business of local interest which was dealt with at the monthly meeting of the Wellington Land Board, held yesterday, two cases from Levin were included. Mr Parke attended and as solicitor for Mr Maria Weitzel applied to transfer section 45, Horowhenua V.S., 10a Or 5p, to Mrs Sarah Ann Parke, on account of having to leave the district.— As Mrs Weitzel has only held the section nine months the matter was left in the hands of the Commissioner to pass when he is satisfied. Mr T. G. Vincent wrote and

HC 28 Apr 1911

At the Wellington Land Board yesterday, Mrs M. Weitzel applied to transfer section 45, Horowhenua V.S., 10a Or 5p, to Mr W. W. Parke, and it was resolved to approve on the usual conditions. Mr F. O. Smith.

HC 26 Nov 1912

Ostler v. Levin Borough Council.

A COMPLICATED ACTION

His Honour Mr Justice Cooper heard argument in the Supreme Court on Friday on an originating summons issued upon an agreed statement of facts to ascertain the positions of two defendants, against one of whom judgment had been given in the lower court. The parties were Emily B. Ostler, widow, of Levin, plaintiff, and the Levin Borough Council, defendants.

Mr A. R. Atkinson appeared for plaintiff and Mr A. Fair for defendants.

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From the statement of the case it appeared that in 1890 the Horwenna County Council leased a piece of land to Mrs Ostler. It was the ordinary form of lease, and, according to that, any buildings placed upon the land would become the property of the county, whose reversionary interest subsequently passed to the Levin Borough Council. In 1894 Mrs Ostler sub-leased the land to various tenants whose interests were now vested in Mrs Weitzel, and in this sub-lease there was a covenant which gave Mrs Weitzel the right to remove buildings. Later, the Levin Borough Council acquired Mrs Ostler's interest, subject to the under leases

Recently the lease (which has a currency of twenty-one years) expired, and the question arose as to the right to remove buildings. Mrs Weitzel proceeded against Mrs Ostler in the lower court, claiming damages, and the magistrate gave judgment in plaintiff's favour. An action (also brought by Mrs Weitzel) against the borough council, as third party, was adjourned, and the position of the council had not been ascertained. The originating summons now before the court was issued for the purpose of determining whether the covenant in the underlease, relating to the removal of buildings, was binding, as between the parties, on the Levin Borough Council.

Mr Fair, in argument, contended that the covenant had not passed to Mrs Weitzel with the transfer of the lease, but admitted, in answer to his Honour, that this argument would go as far as to say that Mrs Weitzel was not entitled to judgment against either Mrs Ostler or the Levin Borough Council.

His Honour thought an injustice might be done if this point were argued without Mrs Weitzel being represented.

Mr Atkinson pointed out that the amount recovered by Mrs Weitzel under the judgment in the Magistrate's Court had already been paid, and the time within which a hearing could be obtained or an appeal lodged had expired. Therefore the only material point remaining was as to whether the borough council should indemnify Mrs Ostler.

After further argument, his honour reserved his decision.