

# Hey Mister! Want to buy a Court House?

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January 2014

Many readers have probably heard of the great Brooklyn Bridge scam. Back in the late 1800s, a scam artist by the name of George Parker repeatedly bilked gullible folks out of large sums of money by purporting to sell them the Brooklyn Bridge. He later claimed to have “sold” the bridge at least twice a week over a span of time lasting several years. Parker’s success gave rise to a popular expression used to ridicule someone who believes the impossible: “If you believe that, I’ve got a bridge to sell you!”

Parker probably could have been just as successful had he lived in Batavia. Over a period of nearly 50 years, the original Genesee County Court House was repeatedly “bought” and “sold” by folks who didn’t and couldn’t own it. However, there was one significant difference between Brooklyn and Batavia. There were no scam artists at work in our fair community. However, there were some key Batavians who exhibited amazing ignorance and an unbelievable lack of attention to the “fine print” of important legal documents.

The original Genesee County Court House was built in 1803 as one of the conditions set by the State when Genesee County was formed. It stood about where County Building 1 is now located. This building served as the court house for Genesee County until 1841 when the stone court house at the intersection of Main and Ellicott streets was constructed. By 1849, the original court house, built of wood, was in poor shape and the County was contemplating razing the structure. But, then something happened that set off an amazing chain of events.

The Town of Batavia wanted a town hall and considered buying a piece of land and erecting a building for that purpose. Then someone had a “brilliant idea.” Why not, for the same amount of money or even less, acquire the old court house and fix it up for Town purposes? When the County Board of Supervisors was approached with this idea, they immediately recognized a quick and cheap way for disposing of the old court house. A deal was made.

On Nov. 7, 1849, the Board of Supervisors gave its approval to an agreement that gave the Town the use of the old court house. Now, here is where things begin to get interesting. Under that agreement, the building was not *sold* to the Town, it was *leased*. Ditto for the land

underneath. Somehow, this fact got lost in the fine print and was overlooked for the next 65 years.

The fine print in the agreement also stated that the old court house was to be repaired by the Town and then remain under the care and protection of a public officer, designated by voters at the Town's annual meetings, someone who was to have the exclusive power to grant permission for the building's use and occupancy. Upon failure to meet these or other conditions of the lease, the court house was to revert back to the County.

Eighteen months later, after failing to repair the building as required, the Town further violated its agreement with the County by giving the old court house plus \$1,000 to four men: Levi Otis, Benjamin Pringle, Rufus Robertson, and William Mallory. In accepting the building, these four agreed to replace the roof, install new windows and doors, raise the building from its foundation to fit up the basement for the village fire department, convert the first floor into offices, convert the second and third stories into one large room, erect stairways in each of the two semi-octagons, plus allow the Town certain free use. Why the County supervisors didn't step in at that point and take the building back is open to conjecture. Perhaps they had now become indifferent to the building's future or perhaps they thought letting this "gift" go through was the lesser of the evils.

In short order, the picture then became very complicated. Between 1851 and 1898, the old court house, now being called "Ellicott Hall," changed hands an incredible 11 times. Of the original four men given the property by the Town, Levi Otis held on to his share the longest. However, all four eventually sold, gave, or bequeathed their shares to a variety of individuals until, in 1871, Ellicott Hall was "owned" by one person, Horace Warren. When Warren died, the property passed on to his two daughters, one of whom, Ione Jameson, eventually bought out the other. It's pretty clear that all of these individuals in their own time thought they owned the old court house as indicated by their choice of language. For example, the April 23, 1887 issue of *The Daily News* advised readers that "the old Ellicott Hall is offered for sale." And an advertisement in the paper five days later read, "Ellicott Hall for Sale! ...I offer for sale Ellicott Hall..." No references were ever made to leases. They were always made to buying and selling the property.

Perhaps the most amazing event in this story occurred in 1898. The building had again fallen into disrepair and again there was talk of razing the structure. However, some residents wanted Ellicott Hall to be preserved for its history. And so, when voters at the annual spring elections in the Town of Batavia were presented a proposal to purchase the structure, the majority voted

to do so. Subsequently, on May 10, 1898, *The Daily News* reported that the Town of Batavia had, the previous day, paid \$1,250 to Lone Jameson for title to the property. The Town of Batavia, which didn't own the old court house when it gave it to Otis, Pringle, Robertson, and Mallory back in 1851 now "bought" the building from Lone Jameson who didn't really own it or have the right to sell it, either. As some would say, LOL, or "laugh out loud." An unlikely sequence of events had come full circle.

This farce came to an end in 1915. A meeting was called for March 4th to work out rental arrangements for space the City of Batavia wanted to rent in Ellicott Hall from the Town of Batavia. Prior to the meeting, City Attorney Everest Judd did some research on the history of the building. Among other things, he discovered the fine print in the original agreement between the County and the Town. (You can read it, too, on pp. 322-323 of North, *Our County and Its People*, available at the Richmond Memorial Library). The air must have been sucked out of the room when Judd reported his findings at the scheduled meeting. The headline in the next day's *Daily* read, "**Ellicott Hall Really Leased. Actual title rests in the County, instead of the Town of Batavia.**" The newspaper article itself began with these words: "Interesting facts about the ownership of Ellicott Hall, which many supposed was the property of the Town of Batavia, were disclosed by City Attorney Judd..." That must have put a crimp in somebody's day.

Who owned the old court house became a moot point three years later. On the night of Feb. 5, 1918, the building burned to the ground—ground belonging to the County, we should note. Then, in 1926, the County constructed County Building 1 on the site. So far as is known, no one has tried to buy or sell the new structure. But, perhaps that can never be ruled out. "Hey mister! Want to buy County Building 1?"

## Sources

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