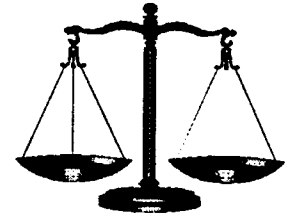


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Date: January 28, 2002

To: Journal News
Att: Ron Patafio, Editorial Page Editor

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Congratulations to the Journal News for its recent in-depth coverage of the issues clouding Jay Hashmall's integrity. It has done the community a service by informing readers about such scandalous practices in government.

Still unreported, however, is the role Hashmall, Mark Oxman, and Ralph Arred played in the 1989 three-year, seven-judge, judicial cross-endorsement deal between the Republican and Democratic party bosses, designed to ensure retention of Republican control over the Westchester Surrogate's Office, then the third richest source of political patronage in the country. Although labeled "good government," the Three-Year Deal actually disenfranchised voters because there was only one major party candidate.

For his part in putting the deal across, Arred was given credit publicly at the 1989 Democratic Judicial Nominating Convention, which implemented its initial terms, as also was the case in the next two years' judicial conventions. The result has been a bitter harvest in the past dozen years for litigants and lawyers not politically connected with the judges sitting on their cases or who were known as judicial "whistle-blowers."

In 1990, the Ninth Judicial Committee, a local civic group that came into being in response to the Three-Year Deal, launched a public interest case under the Election Law,

Castracan v. Colavita, challenging the Three-Year Deal as unconstitutional, unlawful, and unethical and the nominating conventions as illegally conducted. That lawsuit shows such challenge included the specific objection that Hashmall and Oxman, both lawyers, who were Chairman and Secretary respectively of the 1990 Democratic Party judicial convention to nominate judges for the Supreme Court of the Ninth Judicial District, had signed Certificates of Nomination that falsely attested to due compliance with all Election Law requirements. Documentary evidence submitted with the petition showed that the Democratic convention had been conducted in violation of the most basic Election Law requirements, thereby ensuring the uncontested election of all of third party judicial beneficiaries of the Deal. Upon election, the judges were, *inter alia*, required to split patronage along party lines, plainly contrary to ethical mandates. The Ninth Judicial Committee supplied documentary eyewitness proof of the Election Law violations and of the Deal itself, which was in writing, to the Journal News, the Governor, the DA's Office and other public agencies from 1989 on, as well as the *Castracan v. Colavita* case data.

In 1997, before Hashmall's 1998 induction as Westchester's Deputy County Executive by appointment of County Executive Andrew Spano, the Center for Judicial Accountability, Inc. also notified Spano of facts impugning Hashmall's ethics, as well as of Oxman.

Neither the Journal News, the D.A. or Spano acknowledged the written offer made by the Center in 1997 and thereafter of documentary proof of Hashmall and Oxman's wrongdoing. Had this newspaper heeded the many warnings it received from the Center, the Three-Year Deal would never have gotten off the ground. There would have been no Deputy County Executive pay-back appointment to Hashmall, no pay-back

“no-bid” contracts to Arred, no pay-back legal fees to Oxman, whose law firm has had the benefit of legal fees from the County for the past four years in its outside litigation, no pay-back County Attorney appointment to Alan Sheinkman, and no County Attorney Sheinkman giving up the county’s substantial claims against Arred’s defaulting contracting company for there would have been no reward due Sheinkman for his work as counsel in getting the Democratic Party, sued in *Colavita*, off the hook for its involvement in the Three-Year Deal by blocking the case from ever being heard on the merits, and the public would not have been left to suffer the injurious consequences.

The Journal News has a lot to answer for and should hold accountable those responsible for keeping the facts from its readers, particularly including Milt Hoffman. All through the years that the Ninth Judicial Committee and the Center for Judicial Accountability, Inc. have sought coverage from the Journal News of the Hashmall issue, Hoffman was most adamant in refusing to publish our readily-available information on the subject, which was just a fragment of the Castracan case that was itself never fully reported.

We hope that Milt Hoffman’s successor will be more sensitive to the information in our files that would have exposed Hashmall, Oxman, Sheinkman and Arred long before the damage was done.

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The writer is co-founder of the Center for Judicial Accountability, Inc. based in White Plains, NY.