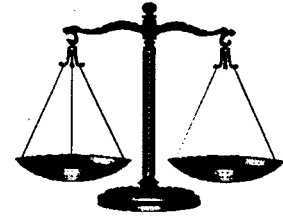


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Date: February 1, 2002

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

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 never-to-be-forgotten 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, one of the richest sources political patronage in the country. Although labeled "good government," the Three-Year Deal actually disenfranchised voters because the same judicial candidate appeared on both major party lines.

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. Hashmall and Oxman, both lawyers, were Chairman and Secretary respectively of the 1990 Democratic Party judicial convention to nominate judges for the Supreme Court of the Ninth Judicial District. Specific complaint was made that they falsely attested to due compliance with all Election Law requirements.

Undisputed and undisputable documentary proof attached to the petition showed that the Democratic convention had violated the most basic Election Law requirements, thereby ensuring the uncontested election of all of the judicial beneficiaries of the Deal, who by its explicit terms, were unethically required, upon their election, to split patronage along party lines. The Ninth Judicial Committee supplied this 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. There was no follow-up investigation by any of them.

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. The Journal News, the D.A., and Spano simply ignored the written offer made by the Center in 1997 and thereafter to provide 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, no pay-back County Attorney appointment to Alan 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 so it was never heard on the merits, and the public would not have been left to suffer the injurious consequences, and no County Attorney Sheinkman pay-back to the Democratic Party surrender of the County’s substantial claims against Arred’s defaulting contracting company.

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-verifiable information on the subject, which was just a fragment of the Castracan case, that was itself never investigated, reported in depth, or the subject of any editorial comment.

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.