



**NINTH JUDICIAL COMMITTEE**

Box 70, Gedney Station  
White Plains, New York 10605-0070  
Tele: (914) 997-8105 / Fax: (914) 684-6554

FAX COVER SHEET

3/9/92

11:30 a.m.

DATE

TIME

NYS TEMPORARY COMMISSION ON LOCAL GOVERNMENT ETHICS  
Att: Robert L. Nisely, Esq.

TO:

914-683-5387 (tele: 914-683-5375)

FAX NUMBER:

2

This fax consists of a total of \_\_\_\_\_ pages, including this cover sheet. If you do not receive the indicated number of pages, or if there is a question as to the transmittal, please call (914) 997-8105.

Elena Ruth Sassower, Coordinator

FROM:

MESSAGE:

p. 6 of Appellants' Memorandum to the Court of Appeals in support of their appeal as of right in Castracan v. Colavita was inadvertently not included with our prior transmittal. Please note the following paragraph contained therein:

"As noted in the Record, the subject 1989 cross-endorsement agreement spawned another cross-endorsement arrangement in furtherance thereof in 1990 as to Respondent Miller. Moreover, according to a news article handed up, with the Court's permission, in connectin with the oral argument before the Appellate Division, Respondent Miller acquired his seat as a result of a trade by the Republicans of three (3) non-judicial government posts in exchange for the (1) Supreme Court judgeship to be filled by a Republican."

The article referred to therein is the excerpt of Milt Hoffman's September 12, 1990 column we have just faxed you.

Appeal as a right  
Castro & Navita

respectfully submitted that such fact furnishes an added reason why this appeal should be heard by the Court of Appeals, whose judges are appointed, rather than elected.

Appellants on their appeal from the Appellate Division Order, as well as from the Order of the Supreme Court, contend that the dismissal of the Petition constitutes a dangerous precedent destructive of the democratic process and constitutionally protected voting rights--and gives a green light to the major parties for cross-endorsement bartering of judgeships as an accepted modus operandi.

As noted in the Record, the subject 1989 cross-endorsement agreement spawned another cross-endorsement arrangement in furtherance thereof in 1990 as to Respondent Miller. Moreover, according to a news article handed up, with the Court's permission, in connection with the oral argument before the Appellate Division, Respondent Miller acquired his seat as a result of a trade by the Republicans of three (3) non-judicial government posts in exchange for the (1) Supreme Court judgeship to be filled by a Republican (see, Document #25).

As a result of the lower courts' failure to take the corrective action prescribed by the New York State Constitution and the Election Law by invalidating the nominations in question, the 1991 phase of the subject three year cross-endorsement contract will be implemented as scheduled in this year's general elections--unless forestalled before Election Day by an unequivocal decision by the Court of Appeals that such contracts

