

# SOLOMON VAGUE AT CASINO TRIAL

**Testifies in His Suit Against  
Moses That He Can't  
Recall Stock Payments.**

**MENU PRICES ARE ISSUE**

**City Will Attempt to Show That  
Central Park Restaurant Has  
Amortized Investment.**

Sidney Solomon, president of the Dieppe Corporation, which has operated the Central Park Casino since the Walker administration, testified in Supreme Court yesterday that he owned all the common stock of the corporation, but could not remember how much he paid for it. He could not remember who were the corporation's preferred stockholders, although they constituted the board of governors from whom he took orders, he said.

Mr. Solomon was called to the stand by the city at the trial before Justice Edward S. Dore of the Dieppe Corporation's suit to restrain Park Commissioner Robert Moses from ousting the corporation from control of the Casino. Clad in a black suit and black tie, Mr. Solomon answered questions in a tone as somber as his raiment.

Walter R. Herrick, former Park Commissioner in Manhattan, was an interested spectator during part of Mr. Solomon's testimony.

#### **Ignorant of 1933 Cover Charge.**

Although he testified that he passed on prices set by the chef and had power to change them, Mr. Solomon could not recall what the cover charge was in January, 1933.

"What is the meaning of the word cover charge?" asked Assistant Corporation Counsel William B. Herland.

"I never looked it up," replied Mr. Solomon, with his first trace of a smile.

He added that it was a "charge invented during the days of prohibition," and finally agreed with Mr. Herland's definition of cover charge as a "fixed charge paid when you enter irrespective of what you buy." Mr. Solomon said the Casino called it a "supper charge" and put it in effect after the theatre, at about 11 P. M.

The Assistant Corporation Counsel then inquired into the difference between a cover charge and a minimum charge. Mr. Solomon said the Casino never had a minimum charge, which was defined as meaning that the customer must pay a minimum amount, but only paid it if he ordered something.

Mr. Solomon said he had received no instructions from the board of governors since Jan. 1, 1933, because the group had not met since then.

#### **Early History Becomes Issue.**

Charles H. Tuttle, attorney for the corporation, objected to questions going back to the opening of the Casino in June, 1929, on the ground that Commissioner Moses could not be concerned with what happened that far back.

Mr. Herland said he wanted to show the investment was now completely amortized and there was no longer a necessity for the high prices charged. It was agreed that Mr. Herland might go into this after accountants for both sides went over the books during the week-end and reported when the trial resumes on Monday morning.

The corporation called John Ledey of Ledey, Moore, Inc., contractors, who reconstructed the casino in 1929. He testified that the firm received \$158,000, that the late Joseph Urban received \$109,291 for services as architect and decorator, and that the equipment cost \$48,000. It was testified that the corporation pays the city \$8,500 a year on a ten-year lease from February, 1929.

In addition to its claim on the unexpired lease, the corporation contends that Mr. Moses is not legally holding his office and cannot while he remains chairman of the State Council of Parks.