No. 8013. Equity.

day of April, 1906, had his desk and office in the same office with the Builders' Supply Company wherein were kept the books, papers, documents, contracts, and other papers and vouchers relating to the affairs of said Builders' Supply Company, and the said Trew always had access to all of said books, papers and documents during the usual business hours, and knew or could have known the combination to the vault in which most of said books and papers were kept, had he so desired.

This defendant denies that said Trew or any other member or stockholder of said Corporation ever demanded of him a statement or account of the affairs of said Corporation, but admits that a request was made by said Trew of Defendant, about the middle of the month of March and defendant agreed to furnish same at his earliest convenience and was making every effort to prepare said statements, even working at nights on the same, when said injunction suit was filed against him. Defendant was doing this. Although it does not appear from his contract of employment with said Builders Supply Company that it should be his duty to make or provide for the use of the Directors or stockholders of said Corporation any statement whatsoever regarding the business affairs and transactions of said Company. This duty is cast upon other officers of said corporation by the by-laws thereof, which fact the complainant herein well knows.

Defendant expressly denies that he ever threatened to burn up or destroy any books of accounts, contracts, or any other papers belonging to said Builders' Supply Company.

But he says that a few days prior to the filing of said injunction suit in the Supreme Court of the District of Columbia, while in a heated argument with said Trew, he did, in the heat of passion, say to said Trew that he would burn or destroy the Stock-Ledger book (which is a blank book containing 100 entries), and the stock certificate book, containing blank unsigned certificates of stock in said Company, and being a thing of no value.

4. This defendant has entered into certain contracts in his own name for the benefit of the said Builders Supply Company, but all of said contracts and the profits therefrom securing were accounted for to said Company the same as all other Company contracts were entered into by this defendant in his own name because the complainant were so derelict in the performance of their duties as such officers that it would have been impossible to obtain and prosecute said contracts in the name of said Company, because of the