REPUBLIC OF LIBERIA, Appellant, *v.* ROBERT A. SMITH, Appellee.

APPEAL FROM THE CIRCUIT COURT, FIRST JUDICIAL CIRCUIT, MONTSERRADO COUNTY.

Argued May 17 and 18, 1976. Decided June 18, 1976.

1. A motion for judgment of acquittal may be made and granted by the trial judge when the evidence is wholly insufficient to establish the accused's guilt.
2. In a criminal trial there must be corroboration of the testimony of the principal witness, especially if he is the private prosecutor.
3. Besides receiving with great caution the evidence of an accessory, it should be corroborated both as to the circumstances of the offense and the participation of the accused.
4. In order to convict an accused, the evidence must be so conclusive as to exclude every rational doubt of guilt.

Defendant was charged with receiving money under false pretense, stating he could get diamonds at a very low price but never delivering them to the private prosecutor. At the trial the only witness for the prosecution was the private prosecutor. After the conclusion of the State's evidence, a motion for judgment of acquittal was made and granted by the trial judge. He found that only a civil debt had been established by the prosecution.

The State appealed from the judgment.

The Supreme Court adopted the reasoning of the trial judge, and further found the evidence clearly insufficient to establish the guilt of appellee. Judgment *affirmed.*

Solicitor General Roland Barnes and *Jesse Banks* of the Ministry of Justice for appellant. *Joseph J. F. Chesson* for appellee.

MR. JUSTICE HORACE delivered the opinion of the Court.

It is not unusual for courts to be called upon at times to pass on an issue that has never been adjudicated and is,

therefore, or may seem to be, novel. This case, as far as the Supreme Court is concerned, falls into that category because the issue of a motion for judgment of acquittal has not heretofore arisen in any of our courts.

The facts of the case as alleged in the records certified to us may be briefly stated.

The appellee and Johnny Leak approached Hon. Isaac A. David in December 1972, with the proposition that there was a man on a ship at the Freeport of Monrovia who had a diamond valued at $60,000, but because he was in urgent need of money, he was willing to sell it for $12,000. They thought it was a good way for Hon. Isaac A. David to make a good profit and, therefore, they asked him to give them the $12,000 to purchase the diamond and bring it to him. At first David, according to him, rejected the offer because, he said, he did not have the money. After considerable persuasion, they suggested that since Hon. Frank E. Tolbert, a Senate colleague of David, made loans, the money could be borrowed from him, as proceeds would be realized at most in a day or two. Tolbert was approached and after hearing the story of appellee and Johnny Leak, became interested and agreed to advance the money, but only through David.

Counsellor C. Cecil Dennis, Jr., who was then counsel for the Liberian Senate, was called in, and was asked to draw up the necessary promissory note, which was signed by David and witnessed by appellee and Johnny Leak. The money was drawn from the Chase Manhattan Bank and given to appellee and Johnny Leak, who were supposed to go straight to the Freeport, obtain the diamond, and return with it to David to be sold. When appellee and Johnny Leak failed to turn up by eleven o'clock P.M., David obtained the aid of the police and went to the home of appellee. He was not there, and so they waited until he got there. He was immediately apprehended, handcuffed, and sent to jail. When an attempt was made to

apprehend Johnny Leak it was discovered that he had absconded.

The matter was later reported to the County Attorney for Montserrado County, who had the two men indicted for receiving money under false pretenses, at the August 1975 Term of the Criminal Assizes of the First Judicial Circuit Court for Montserrado County.

When the case was called for hearing, it was brought to the attention of the trial court that appellee had filed a motion for severence, which was resisted by the prosecution. The motion was granted and appellee went on trial at the November 1975 Term of the Criminal Assizes. David testified for the prosecution, relating the facts already stated. In addition, he testified that while appellee was in jail before his indictment, David was approached by Counsellor C. Abayomi Cassell, on behalf of appellee, with the proposition that if appellee was released from prison he would refund the amount by monthly deductions from his salary at the Freeport where he was working. It seems that David, who had in the meantime been compelled to pay the amount to Tolbert, agreed to the suggestion of Counsellor Cassell, but when the time came for payment, appellee, who had, according to David, even gotten the Port Manager to endorse the arrangement, reneged. While on the witness stand, David was asked if he had the promissory note allegedly signed by him, the appellee, and Johnny Leak. He said he had it, but he would have to go to his home at Robertsport, Grand Cape Mount County to fetch it, whereupon he was given time to go for it. When he returned, he told the court that immediately upon arrival at Robertsport, he was called to Monrovia by the President, and so he did not have time to make a more thorough search for the promissory note. He had, however, found a letter allegedly written to him by Johnny Leak from Abidjan, Ivory Coast, that he had received the money in question and stating that by the

grace of God everything would be all right, as well as begging foregiveness of the appellee for the disgrace caused him since they both had tried "to make a dollar," but failed. More will be said about this letter later in this opinion.

Some interesting features of this matter came out during the cross-examination of David. The following questions and answers show up some of them:

"Q. Now tell the court and jury whether the receipt which you alleged you gave to Mr. Tolbert which you have not produced in evidence, was witnessed by anyone, and if so who?

"A. The receipt that I gave to Mr. Tolbert was not witnessed by anyone, but the $12,000 was counted and checked by Mr. Cecil Dennis, Jr., and the delivery of the package of $12,000 was made in his presence to Mr. Smith.

"Q. Something is dead in Denmark because you placed on record yesterday the following, and I quote: 'After the money was checked by Mr. Smith, he passed it on to Johnny Leak, and the three of us signed the document, that is, Johnny Leak, Robert Smith and I. They put the money into a big brown envelope and left. . . '; you have just under oath made a completely different statement in your answer just above, contradicting yourself. Now tell the court and jury the truth in respect to this money and the receipt and to whom was this money given?

"A. I have told the court and jury the truth and that is it.

"Q. Please say, Mr. Witness whether in this loan which you mentioned was made 'with a certain figure on as interest of the loan,' what was the rate of interest on the loan?

"A. The indictment which was made against the defendant for obtaining money under false pre-

tense, carries the amount of $12,000, interest free. So then if I was willing to forgo interest on that loan, I feel that it is my prerogative, and I therefore refuse to mention what was the interest.

"Q. But you swore when you took the oath yesterday to tell this court and jury the truth, the whole truth, and nothing else but the truth, and you are a lawyer by profession; and you should be aware of the fact that under the law of Liberia when a witness takes the stand, he is compelled to answer all questions put to him except those which will incriminate him. Now, my brother lawyer and witness, please tell the court and jury how much interest was charged on this loan?

"A. In my opinion this question is incriminating and I, therefore, refuse to answer it.

"Q. Now, my brother, you have just mentioned that you dealt directly with defendant Robert Smith and not Johnny Leak. Let us agree with you. Now tell this court and jury, is it not a fact on your oath, your integrity and your honesty as a Christian gentleman, that on December 27, 1972, Mr. Johnny Leak at your mutual friend's home, gave you an IOU to cover your interest bonus of $8,000 plus $2,000 extra for waiting, plus Frank Tolbert's interest and bonus making a grand total of $28,000; this being so, kindly explain why didn't Robert Smith, the defendant, give you such a note?

"A. No, because you have alleged that on the 27th of December, 1972, Mr. Johnny Leak gave me a note. This could not have been possible when Mr. Leak absconded from the country on the night of December 23, 1972.

"Q. Now let us forget the date and come to the crux or heart of the matter. On your oath and integrity, did not Johnny Leak give you an IOU

for $28,000 having to do with this very loan of $12,000 for which you now have Robert Smith, the defendant, in the dock.

"A. No.

"Q. Let us go back to this receipt which you alleged you gave to Frank Tolbert and which was not witnessed by any one, and which note, receipt, or document has been conveniently forgotten to be produced into evidence which constitutes the bedrock of the case against Smith. Tell this court and jury on your oath and integrity, is it not a fact that the receipt which you allegedly gave Frank Tolbert was not for $12,000 but for $18,000, which included $6,000 as interest on the loan which was signed by you and witnessed by Cecil Dennis, Jr., Johnny Leak, and Robert Smith, the defendant in the dock, who was even instructed by Counsellor C. Cecil Dennis, Jr., that in order 'to burn, cremate and bury the body' defendant Robert Smith must sign that receipt?

"A. I do not remember seeing any such note or document."

The following questions were put to the witness by the court:

"Q. Mr. Witness, in your testimony in chief, you made mention of a document which you said was signed by you, Johnny Leak, and Robert Smith. Can you tell us the nature of this document?

"A. Yes, Your Honor, the document was a promissory note.

"Q. To whom was this promissory note issued?

"A. It was issued to Mr. Frank Tolbert, who had put out the loan."

After the testimony of David, the prosecution made every effort to get Senator Tolbert and C. Cecil Dennis, Jr., who by this time had become Minister of Foreign Affairs,

to come to court and testify. Dennis did go to court one morning, but as the court was not in session at the time he left, and though he promised to come back when needed he never did, even though he was called by telephone and sent for by the bailiff of the court several times. Senator Tolbert did not only refuse to come, but according to the record before us, when the County Attorney went personally to his home, after writing him without avail to try to persuade him to come to court because his testimony was important and material to the case, he angrily referred to his immunity from court process, because the Senate was in session, and threatened to have the County Attorney physically evicted from his premises.

There is no showing in the record that any effort was made to get Counsellor C. Abayomi Cassell or the Port Director to testify in corroboration of the testimony of David with respect to appellee's promise to pay the money by installments from his salary and by the sale of his unfinished house.

After some delay, because of the absence of these material witnesses, the court required the prosecution to state what they intended to prove by these witnesses, so that if the facts were conceded by the defense, the trial could be continued. Prosecution then made the following record:

> "The prosecutor says that he intends to prove by witnesses Frank Emmanuel Tolbert and C. Cecil Dennis, Jr., that the defendant, Robert Smith together with co-defendant Johnny Leak, did go to private prosecutor Isaac A. David, and the three together went to Frank Emmanuel Tolbert for the amount of $12,000, to purchase a diamond which the defendant claimed to value at $60,000, and that the said Frank Tolbert agreed and did lend to Isaac A. David the amount of $12,000 for Robert Smith and Johnny Leak, for which he had the said Isaac A. David sign a promissory note for the refund of this amount with interest because he, Frank Tolbert, did not know Robert Smith and Johnny

Leak; and that the amount was presented to Robert Smith after being checked by Isaac David, and Robert Smith in turn handed the $12,000 to Johnny Leak, in the presence of the said two witnesses, Frank Emmanuel Tolbert and C. Cecil Dennis, Jr."

Defense conceded the submission, except that portion which stated that the $12,000 in question was handed over to appellee Robert Smith, who in turn handed it over to Johnny Leak, because appellee did not receive any money but rather Johnny Leak did.

Surprisingly, prosecution rested oral testimony at this point, and offered as written evidence the alleged letter from Johnny Leak to Isaac David, which had been marked by the court P/1. Defense objected to it being admitted, mainly on the ground that the authenticity of the document had not been established and that it had not been sufficiently identified.

The court ruled as follows:

"The instrument sought to be admitted into evidence is a letter which bears no date, addressed to Senator David and signed by Johnny Leak, one of the defendants in this case. The instrument was testified to by private prosecutor Isaac David. An instrument which a party intends to offer into evidence should be properly and sufficiently identified; when it is sufficiently identified, marked, and confirmed by the court, it will be admitted into evidence and its credibility left with the jury. But the document in question, besides being a document purportedly written by Johnny Leak, has not been identified by the said Johnny Leak; it has not been further identified and confirmed by the court, that is, by another witness besides private prosecutor, Isaac David, who is the writer. The document in the mind of the court has not been sufficiently identified and its admission into evidence is denied. And it is hereby so ordered. To which prosecutor excepts."

After the resting of evidence by the prosecution, coun-

sel for the defense moved the court for a judgment of acquittal under our Criminal Procedure Law, Rev. Code 2:20.10. The prosecution resisted the motion, mainly on the ground that evidence having been introduced, that evidence should be submitted to the jurors, who are the sole judges of the facts. The Court then entered the following ruling:

"To begin with, this is a case in which Robert Smith, the defendant, and Johnny Leak are jointly indicted for the crime of obtaining money under false pretense. The indictment charges as follows:

" 'That on the 20th day of December, 1972, in the City of Monrovia, County and Republic aforesaid, Robert Smith and Johnny Leak aforesaid, then and there being with intent to cheat and defraud Isaac A. David of his lawful property, did unlawfully, wrongfully, willfully, fraudulently, feloniously and intentionally make a false presentation to the said Isaac David to the effect that a ship had arrived at the Freeport of Monrovia with a man on board having diamonds for sale valued at $60,000 and that because the man was in need of quick cash he was offering the diamonds for $12,000, and that they, Robert Smith and Johnny Leak, defendants aforesaid, would buy the diamonds for him if he, Isaac A. David, gave them $12,000. Said false representation by the defendants aforesaid was alleged to be true, when indeed and in truth it was not. . . .

" 'Co-defendant Robert Smith, by and through his counsel, Joseph J. F. Chesson moved the court for a separate trial on the grounds that his evidence is different and antagonistic to that of co-defendant Johnny Leak and prayed the court for a speedy and impartial trial. The motion was resisted by the prosecution, argued and granted by the court.'

"When the case was called up for trial, the State was represented by Ephraim Smallwood, County At-

torney for Montserrado County and his assistant. The defendant, Robert Smith, was represented by his said counsel, Counsellor Joseph J. F. Chesson. The indictment was read to the defendant and he entered a plea of not guilty. Thereupon a trial jury was selected and empanelled to try the issue thus joined between the Republic of Liberia and the defendant.

"After outlining the theory of the case, prosecution introduced one witness for the state, Isaac David, private prosecutor in the case. Frank E. Tolbert and C. Cecil Dennis, Jr., whose names appeared on the indictment as witnesses for the State, could not be procured to testify after due diligence had been exercised to procure their attendance. The court, however, required the prosecution to state what the Republic of Liberia intended for the two witnesses to prove, which the prosecution did and counsellor for defendant conceded the point except that they denied having received a cent of money from the hands of the private prosecutor, Isaac A. David. Thereupon the prosecution rested evidence.

"The defendant took the stand and moved the court to enter a judgment of acquittal, contending that the evidence of the prosecution was insufficient to sustain a conviction and warrant the production of evidence on the part of the defendant. That besides the evidence being insufficient, it tends to establish an action of debt instead of the crime charged, in that the private prosecutor had testified to the money being given as a loan upon a promissory note signed by him, David, and Johnny Leak. And also though the indictment charges that the money, $12,000, was obtained under false pretense from the private prosecutor, Isaac A. David, the private prosecutor had testified that the said amount was obtained from Frank E. Tolbert upon a promissory note to repay the amount with certain interest.

"The Prosecution in its resistance asked the court to deny the motion and stated among other things as grounds that a jury having been empanelled to try the issue thus joined between the parties and they having heard the evidence, it would be an assumption of the function of the jury for the court to enter judgment of acquittal, thereby violating the defendant's constitutional right of trial by jury, which right was not previously waived by him, relying on Article I, Section 7th, of the Constitution.

"Counsel for the defendant relied on section 20.10 of the Criminal Procedure Law which reads word for word as follows:

" 'The court on motion of a defendant or on its own motion shall order the entry of judgment of acquittal of one or more offenses charged in the indictment after the evidence on either side is closed if the evidence is insufficient to sustain a conviction of such offense or offenses. If a defendant's motion for judgment of acquittal at the close of the evidence offered by the Republic is not granted, the defendant may offer evidence without having reserved the right.'

"The above-quoted statute is a revision of section 266, Title 8, in the old Criminal Procedure Law, which reads as follows: 'Section 266. *Directed verdict.* When the facts adduced in evidence justify such a course, the judge may direct the jury to bring a verdict for the defendant.'

"In the mind of the court, this statute was intended to cure the evil created by the old statute just quoted above for the judge to tell the jury as to what was to be their verdict without permitting them to deliberate and determine for themselves in the exercise of their right as triers of the fact as to what should be their verdict. It is also the considered opinion of the court that whether the facts adduced in evidence are applicable to the law of the case and, therefore, warrant the con-

sideration of the jury, is a question of law which must be decided by the court.

"In view of the provision of section 20.10 above quoted, it is within the power of the court to deny or grant a judgment of acquittal if the facts adduced justify such course.

"Summing up the evidence as adduced by the prosecution to support the charge of obtaining money under false pretense, the private prosecutor, Isaac A. David, testified on the witness stand that: (1) the money in question was gotten from Mr. Frank Tolbert, and according to him, Mr. Tolbert was interested in lending the $12,000 with a certain figure as interest on the loan; continuing, the private prosecutor testified: 'Mr. Tolbert told them (me and Robert Smith and Johnny Leak) that he would only put the money out through me so in other words he would lend me the money and I in turn lend it to them.' The private prosecutor testified further: 'After the money was checked by Robert Smith, he passed it on to Mr. Johnny Leak and the three of us signed the document.'

"Answering the court's question, the private prosecutor also said that the document referred to by him was a promissory note which was issued to Frank Tolbert who had put out the loan. The private prosecutor on the witness stand also testified that the defendant through Counsellor Cassell arranged with him and he did agree to pay the money on an installment basis from his salary check, being employed by the Port Management; and that he would sell his unfinished house in addition, to liquidate the obligation.

"Counsel for defense had contended in his motion for judgment of acquittal that the charge of obtaining money under false pretense had not been established according to the evidence, but instead the evidence tends to establish debt based upon promissory note

which is not cognizable before the First Judicial Circuit Court.

"The charge of obtaining money under false pretense is a statutory crime and under our Penal Law, Title 27, section 302 of the 1956 Code is defined as 'Any person who makes false representations, with a fraudulent design to obtain money, goods, wares or merchandise, with intent to cheat another, or a representation of some fact or circumstance alleged to be existing calculated to mislead, which is not true, or does not exist, with intent to cheat or defraud another of his goods, wares, money, merchandise, or other property. . . .'

"In this case the private prosecutor testified that co-defendant Robert Smith, in whom he reposed implicit confidence, approached him for money to buy a nugget of diamond from on board a ship and since he did not have any money he took the defendant to Mr. Frank E. Tolbert who was interested in lending the $12,000 with a certain figure as his interest on the loan for which a promissory note was executed. According to BLACK'S LAW DICTIONARY 'promissory note is a promise or engagement, in writing, to pay a specified sum at a time therein limited, or on demand, or at sight, to a person therein named, or to his order, or bearer.'

"One does not commit this crime who obtains by false pretense a receipt for a debt or an endorsement of credit on a promissory note. Private transactions which are voluntarily done and based on a written instrument, in the mind of the court cannot be a subject of criminal prosecution but a civil prosecution. A written obligation or a promise to pay an amount loaned or due for service rendered or goods sold and delivered upon a promise to pay and the refusal to pay the same constitutes a violation of such obligation and

a breach of the promise, for which a civil action is maintainable before a civil court, but such breach cannot be a subject of criminal prosecution.

"In prosecuting for obtaining money under false pretense, it is not sufficient that the property was obtained by means of false pretense; it must also appear that the false pretense was made for the purpose of obtaining the property and not for some other purpose. The indictment charges that the defendant obtained the money in question from Isaac A. David, but the private prosecutor has testified he had no money and so he took the defendant to Mr. Frank E. Tolbert who, after the approach was made, was interested in lending the money with interest. In the mind of the court there is a material variance between the allegation laid in the indictment and the proof; for the evidence shows that the money was obtained from Mr. Frank E. Tolbert as a loan instead of from Isaac David, the private prosecutor.

"In view of the insufficiency of the evidence of the prosecution as summarized above and the principle of law controlling, the motion for judgment of acquittal is hereby granted and defendant is hereby acquitted of the charge of obtaining money under false pretense and he is hereby discharged without day without further answering to said charge. His bond, if any, is hereby ordered returned to him.

"The trial jury is hereby discharged from further sitting on the panel and it is hereby so ordered."

From this ruling of the trial judge, the State announced an appeal and has brought this matter before us on a two-count bill of exceptions, the first count of which was exceptions taken for not admitting the letter of Johnny Leak into evidence, and the second on exceptions taken to the Court's granting the motion for a judgment of acquittal.

We cannot say that we agree with all the reasoning of

the trial judge in his ruling, but we do agree with his conclusion, because there is law to support it.

The prosecution produced only one witness, and his testimony was not corroborated. In a criminal trial there must be corroboration of the testimony of the principal witness, especially if he is the private prosecutor. The promissory note given to Senator Tolbert must have been returned to David when he paid the money in question but was not put in evidence. The trial court was right for rejecting the letter purportedly written by Johnny Leak, one of the defendants who was to be tried later, because it was not sufficiently identified and being a handwritten letter it was not established that it was in the handwriting of Johnny Leak. Moreover, to have admitted that letter into evidence would be tantamount to receiving unauthenticated evidence of an accomplice against the defendant on trial. Besides receiving with great caution the evidence of an accessory, it should be corroborated both as to the circumstances of the offense and the participation of the accused. The better practice is to charge the jury not to convict upon the uncorroborated testimony of an accomplice. *Capps* v. *Republic,* 2 LLR 313 (1919) ; *Logan* v. *Republic,* 2 LLR 472 (1924).

In their argument before this Court, appellant's counsel placed great stress on two points, namely, that the letter having been marked by the court it should have been submitted to the jury to pass upon its probative value, and that the court having heard testimony in the case could not pass on it, because it was imperative that the jury, as sole judges of fact, pass on the credibility of the evidence. This argument would ordinarily seem quite plausible, but to accept it would be ignoring the law controlling on the question. Section 20.10 of the Criminal Procedure Law, quoted in the judge's ruling above, is very clear, and the common law supports the principle, which admittedly is a new one in this jurisdiction. The section substitutes

for the old law on "directed verdicts." But in our view, even if the principle of a directed verdict could have applied, the end result would be the same, for the jury would have to bring a verdict as directed by the Court; and if it did otherwise, the Court, to be consistent, would have to set a verdict not brought as directed aside. In most jurisdictions the trial court is authorized to direct a verdict of acquittal or give a general affirmative charge for the accused or to grant a judgment of acquittal. Under the Federal Rules of Criminal Procedure of the United States motions for directed verdicts have been abolished, and the proper procedure to raise the question of sufficiency of the evidence is by motion for "judgment of acquittal." A motion for acquittal under criminal rule is tantamount to the former motion for directed verdict with the added proviso that the court may, in its discretion, reserve decision on the motion until after verdict of the jury. 23A C.J.S., *Criminal Law,* § 1145(1), n. 36.55 (1961).

But even in a case of a directed verdict, it has been held that where accused is entitled to a directed verdict, the court should render judgment as though a verdict was found, without going through the useless formality of having the jury retire and actually find the verdict directed. *Id.*

> "On a motion for the direction of a verdict or a judgment of acquittal for lack of evidence, the trial court does not, and may not, consider the weight of the evidence or the credibility of the witnesses, and does not simply substitute its judgment as to guilt or innocence for that of the jury; *but the court determines the naked legal proposition of law, whether there is any substantial evidence of the guilt of accused to support a verdict of guilt."* [Emphasis supplied.] *Id.,* § 1145(3)b.

> "The trial court should grant a judgment of acquittal, or direct, or advise, a verdict in favor of accused, or give an affirmative charge to that effect only-

where the evidence is insufficient to justify or sustain a verdict of guilty. Thus, it is proper and necessary for the trial court to give such charge, or direct such verdict or judgment, where there is no evidence or no competent evidence, or no competent and substantial evidence, legally sufficient to sustain, or reasonably tending to sustain the charge; where a verdict of acquittal is the only legal finding possible; where there is no legal evidence before the jury from which an inference of guilt can be legitimately drawn." *Id.,* § 1145(3)c.

"In a criminal case, where a motion or request is made for a judgment of acquittal or a directed verdict or affirmative charge in favor of accused, the court has a clear duty to act on such motion or request. While a verdict directed by the court is nominally the action of the jury, it is in fact a decision of the court that as a matter of law, the evidence is wholly insufficient to establish accused's guilt. In some jurisdictions a failure or a refusal of the court to direct an acquittal where the evidence is insufficient to convict constitutes error. Since the burden is on the state to prove guilt beyond a reasonable doubt and the liberty of the accused may be at stake, the court is duty-bound to declare, without delay, that the evidence is insufficient to warrant a conviction, if such is the situation." *Id.,* § 1145 (3)g.

"In jurisdictions in which motions for directed verdict have been abolished and replaced by motions for a judgment of acquittal, it has been held, in some instances, that a motion for a directed verdict will be treated as the requisite motion for judgment of acquittal." *Id.,* § 1145(4)a.

This Court has held in *Dunn* v. *Republic,* 1 LLR 401, 405 (1903), that "where the plea of the defendant is 'not guilty' the prosecution must prove defendant guilty of the charge before the latter can be called upon for his defense. . . . In civil cases, the jury may decide accord-

ing to the preponderance of evidence, but in criminal cases—cases affecting liberty of life—the evidence must be so conclusive as to exclude every rational doubt of prisoner's guilt." See also *Capps* v. *Republic,* 2 LLR 313 (1919); *Hance* v. *Republic,* 3 LLR 161 (1930); *Thompson* v. *Republic,* 14 LLR 133 (1960); *Johnson* v. *Republic,* 15 LLR 66 (1962).

Further, this Court has held that in all trials upon indictments, the State, to convict, must prove the guilt of the accused with such legal certainty as will exclude every reasonable hypothesis of his innocence. *Dyson* v. *Republic,* 1 LLR 481 (1906).

Could it be held that the testimony of the State's lone witness, Isaac A. David, contradictory in some respect, was sufficient evidence to convict for the offense charged, especially when there were witnesses within the trial court's bailiwick who might have corroborated his testimony but who refused to testify? We think not. Appellant strongly emphasized the point that appellee's counsel conceded the points which they wanted Senator Frank E. Tolbert and C. Cecil Dennis, Jr., to testify to. We do not see it so because appellee's counsel made one reservation and that was that his client did not receive any money from Senator Tolbert or Isaac A. David. Or could the handwritten letter of Johnny Leak identified only by witness David be considered sufficiently identified to warrant its consideration by the trial court? We also think not. It has been held that identification of documents in legal proceedings is primarily to avoid reception of false documents.

We might mention here that this Court frowns upon short cuts in our trial procedure that tend to bypass a regular jury trial, but where the law controlling in a given situation is plain, we cannot ignore it. Courts, as dispensers of law and justice, have nothing to do with the opinions and sentiments that may surround a case, nor should they be influenced by local prejudice or public

opinion, but with eyes and ears closed to every extraneous influence, decide only upon the facts legally introduced into the case. *Logan* v. *Republic,* 2 LLR 472 (1924).

According to the facts as shown in the records before us, and the applicable law, we have no alternative but to affirm the ruling of the trial court discharging appellee without day from further answering the charge against him. And the Clerk of this Court is hereby directed to send a mandate to the court below to the effect of this decision. And it is hereby so ordered.

Judgment affirmed.