

IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA
SITTING IN ITS OCTOBER TERM, A.D. 2025

BEFORE HIS HONOR : YAMIE QUIQUI GBEISAY, SRCHIEF JUSTICE
BEFORE HER HONOR : JAMESETTA H. WOLOKOLIE.....ASSOCIATE JUSTICE
BEFORE HIS HONOR : YUSSIF D. KABA.....ASSOCIATE JUSTICE
BEFORE HER HONOR : CEAINEH D. CLINTON JOHNSON.....ASSOCIATE JUSTICE
BEFORE HER HONOR : BOAKAI N. KANNEHASSOCIATE JUSTICE

Wesley S. Jlue of the City of Monrovia)
Montserrado County, Republic of Liberia)
.....Movant)

Versus) Appeal

Republic of Liberia, by thru the National Drug)
Services (NDS) Republic of)
LiberiaRespondent)

GROWING OUT OF THE CASE)

Republic of Liberia, by and thru the National)
Drug Services (NDS)..... Plaintiff)

Versus) Crimes: Theft of Property and forgery

Wesley S. Jlue of the City of Monrovia,)
Montserrado County, Republic of Liberia)
..... Defendant)

Heard: November 24, 2025

Delivered: February 12, 2026

MADAM JUSTICE WOLOKOLIE DELIVERED THE OPINION OF THE COURT

This case is before the Honorable Supreme Court of Liberia on appeal for review of the conviction of the appellant in Criminal Court "C", Montserrado County.

On the 9th Day of January, A.D. 2015, the trial court adjudged appellant, Wesley S. Jlue, guilty for the crimes of theft of property and forgery, and sentenced him for an imprisonment term of five (5) years, in addition to restituting Three Hundred Fifty-eight Thousand Three Hundred Sixty-six United States Dollars and Twelve Cents (US\$358,366.12) and One Million Nine Hundred Sixteen Thousand Four Hundred Ninety-five Liberian Dollars and Sixty Cents (L\$1, 916, 495.60). The Judgement followed a unanimous guilty verdict of the jury on all the crimes charged in the indictment. The appellant appealed the Judgment to this Court.

From the facts culled from the records, appellant/defendant Wesley S. Jlue was indicted on the 27th Day of August, A.D. 2014, by the Grand Jury of Montserrado County on a two-count indictment for the alleged commission of the crimes of theft of property and forgery. The indictment alleged that the appellant wrongfully and criminally deprived the National Drug Service (NDS) of monies intended for the entity while serving as the Finance Officer between November 2012 and March 2014; that the appellant opened two accounts, 05-112-050461-01 and 05-101-050461-02, United States and Liberian Dollars respectively at the First International Bank (FIB) without the knowledge, consent, or approval of the NDS Management Team or Board of Directors (hereafter the board), and subsequently issued checks and withdrew funds, thereby embezzling One Hundred Seventy-nine Thousand One Hundred Eighty-three United States Dollars and Six Cents (US\$179,183.06) and Nine Hundred Fifty-eight Thousand Two Hundred Forty-seven Liberian Dollars and Eighty Cents (L\$ 958,247.80); that in his scheme, the appellant forged the signatures of NDS staff members, David E. E. Reeves and Suwah Karbah, in communications to the FIB, applying to the FIB for the opening of the accounts; that the appellant also forged the signature of Beyan K. Johnson, the Managing Director of NDS, drafting a letter in which he introduced himself as the person whose signature was required on financial instruments for purposes of effecting all transactions including withdrawals *inter alia*. The Indictment upon which the appellant was tried and convicted reads as follows:

Indictment

COUNT 1

The Grand Jurors for the County of Montserrado, Republic of Liberia, upon their Oaths, do hereby find and charge that Defendant Wesley S. Jlue of the City of Monrovia, Republic of Liberia, committed the crime of Theft of Property, a felony of the first degree to wit:

- 1. That between the period November 2012 to March 2014, Wesley S. Jlue, then serving as Finance Officer of the National Drug Service (NDS), did knowingly, purposely, criminally and intentionally take, defraud, deprive and steal monies given to the National Drug Service (NDS) by donors and clientele/customers.*
- 2. That Defendant Wesley S. Jlue without the knowledge, consent and approval of the Management, or the Board of Directors of the National Drug Service and with the intent to steal, from the NDS, opened two accounts at the First International Bank (FIB) in the name of National Drug Service in both United States and Liberian Dollar currencies with account nos. 05.112-050461-01 and 05.101-050461-02 for United States and Liberian Dollars respectively.*
- 3. That after the opening of the fraudulent accounts, Defendant Wesley S. Jlue as Finance Officer, collected checks issued in the name of NDS but instead of depositing these checks to LBDI where NDS maintains its operational account, he deposited same in his fraudulent account he opened in the name of NDS at the FIB and thereafter*

issued checks in his own name and the names of others and withdrew the money thereby defrauding and stealing US\$179,183.06 and L\$958,247.80 from the NDS.

4. *That Defendant Wesley S. Jilue has no affirmative defense.*
5. *In relation to PROPERTY and SERVICES, OBTAIN means to bring about a transfer or purported transfer of an interest in the property, whether to the Defendant or another and secure performance thereof.*
6. *PROPERTY of another means property in which a person other than the actor has an interest which the actor is not privileged to infringe without consent regardless of the fact that the other person might be precluded from civil recovery because the property was used in an unlawful transaction or was subject to forfeiture as contraband. Property in possession of the actor shall not be deemed property of another who has a security interest therein, even if illegal title is in the creditor pursuant to a conditional sales contract or other security agreement.*
7. *OWNER means any person or Government with an interest in property such that it is property of another as far the Defendant is concerned.*
8. *A person engages in the conduct purposely if, when he engages in the conduct, it is his conscious objective to engage in conduct of that nature or to cause the result of that conduct.*
9. *“Deprived” means to withhold property or cause it to be withheld either permanently or under such circumstances that a major portion of economic value, its use and benefit has in fact been appropriated, and withhold property or cause it be withheld with the intent to restore it only for payment or a reward or other compensation that makes its restoration impossible.*
10. *And that the value of the property stolen was \$ 50,000 or over and the property was acquired or retained by a first- or second-degree felony.*

That the act of Defendant is contrary to: 4 LCLR, Title 26, Section 15.51 (a); and 4 LCLR, Title 26, Section 2.2(a) and (b); and 4LCLR, Title 26, Section 15.6 (a), (b),(e), (g) and (k); and 4LCLR, Title 26, Section 15.54; of the Statutory Laws of the Republic of Liberia.

COUNT 2

The Grand Jurors for the County of Montserrado, Republic of Liberia, upon their Oaths, do hereby find and charge, though not, that Defendant Wesley S. Jilue of the City of Monrovia, Republic of Liberia, committed the crime of Forgery, a felony of the third degree, to wit:

11. *That on November 4, & 5, 2012, Defendant Wesley S. Jilue willfully, intentionally, purposely, and criminally did write to the First International Bank (FIB) in the names David EE Reeves and Suwah Karbah on the two communication and forged the signatures of Madam Patience Ofori, David EE Keeves and Suwah Karbah without their knowledge and consent, recommending the National Drug Service (NDS) for the opening of accounts at FIB and forged the signatures of both David EE Reeves and Suwah Karbah on the two communications.*

12. *That defendant Welsey S. Jlue did also write another communication to FIB on November 5, 2012 in the name of Managing Director of NDS, Beyan K. Johnson, introducing himself as one whose signature should be honored by the bank on all financial instruments drawn on the account of NDS, forged the signature of Beyan K. Johnson and from the accounts opened, Defendant Jlue stole US\$179,183.06 and L\$958,247.80 from the NDS.*
13. *That the Defendant has no affirmative defense.*
14. *A person engages in conduct purposely if when he engages in the conduct, it is his conscious objective to engage in conduct of that nature or to cause the result of the conduct.*
15. *A person engages in conduct purposely if when he engages in conduct he knows or has a firm belief unaccompanied by substantial doubt that he is doing so, whether or not it is his purpose to do so.*
16. *To forge or to counterfeit writing means to falsely make, complete, or alter the writing and to utter a forged or counterfeited writing when they are falsely made, completed or altered. The terms forgery and counterfeiting and their variants are intended to be synonymous in legal effect.*
17. *That the act of the defendant is contrary to: 4LCLR, Title 26, Section 15.83 (d), 4LCLR, Title 26, Section 2.2 (a), (b), and 4 LCLR, Title 26 Section 15.73 (a), (b), and (d), 4LCLR, Title 26, Section 15.73(g), of the Statutory Laws of the Republic of Liberia, and the peace and dignity of the Republic of Liberia.”*

Based on a writ of arrest issued out for the appellant, the appellant was arrested on the 14th Day of April, A.D. 2014, and brought under the jurisdiction of the trial court where he filed a criminal appearance bond to secure his appearance. Following his arraignment, the appellant pleaded ‘Not Guilty’, thereby, joining issue with the state.

On the 11th Day of November. A.D. 2014, the trial commenced. The prosecution paraded four primary witnesses, two subpoenaed witnesses and two rebuttal witnesses. The defense on the other hand produced one primary witness (the defendant himself) and two subpoenaed witnesses. Upon the completion of the evidentiary phase of the trial, inclusive of both testimonial and documentary evidence, the matter was submitted to the jury for deliberation. Thereupon, the jury deliberated and rendered a verdict of guilty against the appellant on all counts as charged.

On the 22nd day of December 2014, the appellant filed a motion for new trial. In the motion, the appellant mainly argued that the verdict of the jury was contrary to the weight of the evidence. The pertinent contentions captured in the appellant’s motion for new trial are also the subject of his bill of exceptions, the relevant provisions of which have been outlined *infra*. The motion for new trial was resisted, assigned, heard and subsequently denied. Thus, the

court entered a final judgement affirming the jury's verdict and sentencing the appellant/defendant to imprisonment for five years and requiring restitution of US\$358,366.12 and L\$1,916,495.60. These amounts represented doubling the gains of money he had stolen from NDS.

An excerpt of the final judgment of the court reads below:

This court hereby adjudges Wesley Jlué guilty of the commission of the crimes THEFT OF PROPERTY AND FORGERY. Since it is the law in his jurisdiction that the high crime shall stand, the court hereby sentences you, Wesley Jlué, financial officer of the NDS to five years imprisonment immediately, and orders that you, Wesley Jlué, to pay the amount of US\$ 358,366.12 and L\$1,916,495.60, same representing double the gain derived from your criminal act. And so ordered.

The appellant excepted to the court's judgement, and announced an appeal to this Honorable Supreme Court, subsequently filing an eight-count bill of exceptions. Count one (1) and two (2) of the appellant's bill of exception, both being relevant to this opinion, are restated verbatim below.

1. *"That Your Honor erred when you confirmed and affirmed the verdict of the jury, which verdict is contrary to the weight of evidence adduced from both sides, especially when the evidence clearly shows the instruction of the Managing Director (MD) of the National Drug Service (NDS) to the defendant/appellant to open the facilitation account at the First International Bank (FIB) to process discounts for the customers and to settle other allied expenses of the NDS. Even though said account is not only similar in reason but also an extension of the account maintained by the NDS at the International Bank (IB) between 2010 to 2012, operated by the former Managing Director of the NDS for which Mr. Wilfred S. Tetteh was the principal person as can be more fully seeing on the faces of the checks drawn on that account and admitted into evidence along with the relevant statements of account. Yet, you ignored these pieces of physical evidence and upheld the verdict.*
2. *That You Honor erred when you confirmed and affirmed the verdict of the jurors which ignored the sufficiency of the letters of authorization from the MD of NDS authorizing appellant/defendant to withdraw funds from said accounts and receipts issued by the MD for funds received from appellant on these accounts."*

The theories underlying the prosecution are succinct and straightforward. The prosecution asserts that the appellant wrongfully and criminally deprived the NDS of monies by opening two accounts at the First International Bank (FIB) without the knowledge, consent, or approval of the NDS Management or Board; that the appellant subsequently issued checks and withdrew funds from the said accounts totaling US\$179,183.06 and L\$958,247.80; that the appellant achieved his criminal goal by forging the signatures of NDS staff members, David E.E. Reeves and Suwah Karbah on communications that purportedly recommended NDS for

the opening of the subject accounts at FIB; that he also forged the signature of Beyan K. Johnson, the Managing Director of NDS in a letter he drafted introducing himself as the person whose signature was required for financial transactions including withdrawals at the FIB.

From a review of the certified records before us, did the state prove beyond a reasonable doubt that the appellant committed the crime of theft and forgery by creating accounts at FIB and depositing monies of the NDS therein for his personal benefit without any authorization from the Management of NDS?

The State produced four primary witnesses, (Beyan K. Johnson, David E.E. Reeves, Augustine Mehn, Wilfred Peters and two subpoenaed witnesses (Ernest Coleman and Elaina Doe) whose overall testimonies corroborated that the appellant had fraudulently opened two accounts at the FIB, in the name of NDS, and had deposited payments made to NDS into these accounts.

Witness Beyan K. Johnson, the Managing Director of the NDS, and first witness for the prosecution, testified that basically the NDS distributes drugs; that the NDS is the agency of Government of Liberia responsible to purchase drugs and medical supplies for government hospitals, health centers, and clinics in Liberia. Beyond that, the NDS is also the custodian of noted health products sent by friendly governments and donors, and that the NDS also buys, thru credit, drugs from overseas suppliers to sell to nongovernmental facilities; that Denmark is one of the countries that supplies the NDS with drugs for sale to governmental and non-governmental institution.

Witness Johnson outlined the procedures for the NDS opening bank accounts with various banks, stating that at all times two signatories, one from class A and one from class B should be appended to a check from NDS in order for the check to be genuine. He testified that the decision to open accounts and determine signatories to those accounts are made by the NDS board. He, however, indicated that he inherited all accounts the NDS was using during his regime and that upon becoming Managing Director, no new accounts had been opened; that the NDS and client institutions entered into memoranda of understanding (MOU) for the sale and supply of drugs, with the understanding that client institutions would make payments to the NDS when due; that at a point in time, Mittal Steel received drugs from the NDS to be paid for over a period of 30 days; that when the payment was delayed far beyond the 30 days period, he wrote to Mittal Steel a letter of inquiry; that Mittal Steel responded by sending him the receipt showing that US\$11,345.00 had earlier been collected by the Finance Officer, Mr. Wesley S. JIue, but said amount did not appear in any of the official NDS accounts. He further testified that in early March 2014, the Global Fund gave some money to run the operations of

the NDS; that the NDS, having previously funded some activities that were to be financed by Global Funds, proceeded to reimburse NDS; that as Managing Director, he took specific interest in recording identification information of the checks used to reimburse the NDS operational account at LBDI; that as a result, checks were withdrawn from the Global Fund account at Ecobank to be deposited into the NDS account at LBDI; that it was noticed that five of those checks withdrawn from the Ecobank account did not hit the NDS' operational account at the NDS so he wrote the Management of Ecobank to make inquiries; after a couple of days, Ecobank provided NDS with copies of four agreements that Mr. JIue had endorsed for deposits at FIB. He further then wrote a communication to the FIB Management to request information relating to the referenced accounts and the FIB provided the requested information following upon a court order based on the intervention of the County Attorney for Montserrado County; that upon receipt of those documents from FIB, NDS found the signature card used to open the account was that of Mr. JIue alone who was also the lone signatory; that letters were allegedly written by three NDS staff recommending the opening of the accounts; that one of said letters was written and signed in his name as Managing Director without his consent; that the others were allegedly written by two NDS staff, Mr. David E.E. Reeves, and Miss Suwah Karbah; that he did not sign any letter recommending the appellant to open NDS accounts at FIB, as such right is reserved for the Board of Directors of NDS.

The witness further testified that he asked the finance department to detail the sources of the checks that were deposited in both accounts, and that information was made available; that thereafter, the Board convened a meeting and directed him to file a formal complaint with the Liberia National Police for investigation; that the investigation by the police included visits to NDS to look at the signature specimens of those that were alleged to have recommended and authorized the opening of the accounts at FIB.

Prosecution subsequently brought forward its second witness, Mr. David E. E. Reeves, Management Coordinator Officer of NDS. He denied that he had written to the FIB to facilitate the opening of the two accounts allegedly for the NDS.

Mr. Augustine Mehn, prosecution's third witness testified that he worked as Chief of the Special Investigation Unit with the police, and he had investigated cases of fraud, financial theft, and related offenses; that he got to know the appellant when the NDS wrote a letter of complaint to the police on April 14, 2014 alleging that the appellant had committed theft and forgery against the NDS; that upon receipt of the letter, the appellant appeared at the police station along with his lawyer, Attorney Witness Doryen; that the appellant was acquainted of his Marinda rights and thereafter he chose to do a written statement in which he admitted to the allegation levied against him and this was in the presence of his lawyer; that the appellant

stated that he took responsibility for the loss sustained by the NDS in both Liberian Dollars and United States Dollars and promised to make restitution to the NDS; that based on his admission of theft and forgery, the appellant was charged with the crime of theft of property and forgery and forwarded to court.

Prosecution's fourth witness, Wilfred G. Peters, an employee of the National Drug Service (NDS) and the Acting Finance Officer who served as senior accountant during the pendency of the service of appellant JIue, stated that as senior accountant, he was responsible for the preparation of bank reconciliation, and had previously been the one responsible for receiving cash from customers and other sources of funding on behalf of NDS, but this task was later taken over by the appellant just as part of his grand scheme to exercise total control over the financial transactions with customers. He testified that in November 2013, Mr. Beyan K. Johnson, the Managing Director (MD) of the NDS, asked him about the status of payments from two clients: Jackson F. Doe Memorial Hospital and Mittal Steel (Buchanan and Yekepa Hospitals), the question to him being based on the fact that he had previously handled the accounts of all NDS indebted customers, including these two clients; he explained to the MD that the responsibility of keeping and monitoring client accounts had been taken from him since the end of 2011, so he was unable to provide update on the status of payments; that he would however go to the finance department to inquire whether his colleagues had received any payments from the two clients; that when he questioned Mr. William Fanga who was then fully responsible for issuing receipts and collecting checks from clients and other donors of the NDS, Mr. Fanga responded that he was supposed to be fully responsible for that, but Mr. JIue, the appellant, had taken hold of the receipt book and usually goes out himself to collect the checks. The witness said that he then reported back to the MD that he would have to find out from the appellant who was in constant contact with the vendors.

Testifying further, witness Peters, stated that a few weeks thereafter, he was sent to the Mittal Steel office in Monrovia to find out about its payments to the NDS; the Mittal Steel office in Monrovia instructed him to go to its office in Buchanan; that upon his arrival at the Mittal Steel office in Buchanan, he was informed by one of its financial staff that they had paid the last outstanding USD\$11,367.84 to the NDS in October 2013; that the check was sent to the Monrovia office for onward transmission to the NDS; He stated further that in March 2014, Director Johnson, before signing sixteen checks had taken the particulars, identification information (the check numbers) of the said checks; that the checks were reimbursement checks from the Global Fund account at Ecobank meant to be deposited into the LBDI's United States operation account; that the Managing Director called him and presented to him a list of the checks that aligned with the information he had earlier taken and told him to go to

the Finance Department to see whether those checks were deposited in the LBDI account. He testified further that he initiated analysis of the checks, and that when he checked the Global Fund account at Ecobank, he observed that all of the checks in question had been cleared; that the Ecobank account had been appropriately debited for the sixteen checks in the amount totaling USD\$33,582.58; that out of the amount revealed by his analysis, only USD\$14,339.15 had been deposited to the LBDI operation account, and there were five checks in the total amount of US\$19,243.43 that were not deposited in the operation account at the LBDI as anticipated; that he reported the outcome of his analysis to the MD; that the following week he was sent to Buchanan again, where he was able to get a copy of the check paid to NDS, and also a copy of the invoice paid for, and a copy of the receipt issued to them; that on the copy of that receipt was the signature of the appellant, Mr. Wesley S. JIue; that the MD then wrote a letter to the appellant asking him to explain about the payments made by Jackson F. Doe, Mittal Steel, and the reimbursement checks from the Global Fund account at Ecobank that were to be deposited in the LBDI operations account; that because appellant could not give specific answers to queries about those checks, the MD further instructed him (the witness) to go backwards in the accounts in the finance office to see whether other reimbursement checks had been tampered with; that he took the Ecobank statement for the period February 2013, and the LBDI operation bank statement there were also five checks drawn on the Global Fund NDS Ecobank account, totaling USD\$18,957.60, which were also intended to be deposited into the NDS operations account. He testified that he took the Ecobank statement for that period of February 2013 and the LBDI operation bank statement and observed that five checks, totaling USD\$18,957.60, had been cleared by Ecobank and were accordingly debited. but the said checks were never deposited into the LBDI account after checking the LBDI bank statement. He further testified that he discovered that in September 2013, another seventeen checks were written on the Global Fund NDS account to be deposited to the LBDI operation account and were appropriately debited from the Ecobank account in the amount of US\$48,476.57; that out of the total seventeen checks, only fourteen checks, totaling US\$27,007.28, were deposited into the operation account at LBDI.

Testifying further, Witness Wilfred G. Peter stated that with respect to the letter written to the Management of Ecobank requesting copies of those checks that were endorsed for deposit at FIB, it was observed that the back of four copies of the checks deposited at FIB were the signature of the appellant, which indicated that the checks had been endorsed by the appellant and deposited at the FIB; that the Management of NDS then wrote to the FIB requesting an explanation on why, how, and when those checks, which should have been deposited into the NDS operation account at the LBDI bank were instead deposited at FIB;

that upon FIB refusal to give NDS an audience, the NDS Management requested a court order through the County Attorney Office for Montserrado, and same was granted; that thereupon, FIB released to the Management of NDS a batch of documents containing a copy of the NDS Articles of Incorporation along with three letters allegedly written by Mr. Beyan K. Johnson, David E. E. Reeves, and Suwah Karbah; He further testified that upon receipt of those documents, the figures on the two FIB bank statements were compared with the internal investigation analysis and it was observed on the FIB statements that all of the Ecobank checks that were missing were there, and also on the Liberian Dollars statement were two checks that were recorded by the finance section as receivables but were not deposited in the NDS LBDI operation account; that on the USD statement from FIB, it was observed that USD \$11,357.80 that was paid to NDS by Mittal Steel was deposited in the FIB account; that it was further observed that a payment by Jackson F. Doe Hospital of US\$6,638.00 was also deposited into that FIB account, and another payment from the Ministry of Health in the amount of US\$33,334.40 appeared on the FIB account statement. The witness stated that the official signatories to NDS legitimate accounts at Ecobank and LBDI were Mr. Beyan K. Johnson and one Esther George Williams; however, the appellant was the lone signatory to the FIB account.

The prosecution's fifth witness, Ernest Coleman, the Comptroller of the Jackson F. Doe Memorial Hospital and the prosecution first subpoenaed witness, testified that in the month of December 2012, the Jackson F. Doe Hospital paid USD\$6,638.00 to NDS as part payment for drugs that the NDS had given them pursuant to an MOU; and that the said amount was paid to the appellant JIue who issued receipt on behalf of NDS. The witness produced the original copies of the disbursement voucher and receipt. Similarly, the prosecution's second subpoenaed witness, Elaina Doe, cashier at the Ministry of Health, produced a ledger book used to document checks received by the Ministry of Health (MOH) from any source. She testified that on August 2, 2013, MOH received US\$13,340.80 paid by the Ministry of Finance as subsidies to the NDS and that the check representing said amount was released to the appellant who then issued receipt to that effect; that on November 5, 2013, MOH also dispatched a check value L\$64,969.40 paid by the Ministry of Finance to the NDS and that was received by the appellant who also issued a receipt.

The testimonies of the state's fifth and six witnesses served as verifications of how cash were transferred from client institutions to NDS with the appellant serving as the primary intermediary and issuing receipts.

The prosecution having rested with evidence, it placed into evidence the letters of November 2, 2012 and November 5, 2012, alleged to have been written by Suwah Karbah and David

E.E. Reed, respectively, wherein they recommended to the FIB the suitability of the NDS maintaining a current account with the FIB, and two separate letters allegedly written by Beyan K. Johnson, NDS Managing Director, on the NDS Letterhead. The October 12, 2012, was addressed to the appellant JIue in his formal capacity as Admin/Finance Office authorizing him to open accounts with FIB. The letter reads:

“Mr. JIue;

Subject: Authorization to open Local Bank Accounts

Given the difficulty we have been facing to process cash discounts for our customers since we closed Account No. 02-2010-11412-01-(11412-01) at the International Bank (Liberia) Limited, you are authorized to open bank accounts (USD and LD) to handle such transactions. For the time being, you will serve as signatory.

Meanwhile, given the sensitive nature of this account you will treat this account with the utmost discreteness.

Thanks.

Signed: _____

Beyan K. Johnson
Managing Director-NDS”

The second letter also allegedly done by the MD, Johnson dated November 4, 2012, and addressed to the Customer Services Manager of the FIB, reads:

“Dear Sir:

I wish to present to you Mr. Wesley S. JIue. He is the Admin/Finance Officer of the National Drug Service and has been working in this position for around seven (7) years now. Mr. JIue is authorized to sign on all financial instruments including checks and telegraphic transfers, collect bank statements and other financial documents in favor of the National Drug Services.

Please accord him all the necessary respect due signatories to bank accounts.

Please find below a specimen of Mr. JIue’s signature.

Sincerely,

Beyan K. Johnson
Managing Director”

The MD of NDS and other authors of letters alleged to have been sent to the FIB to facilitate the opening of the accounts at the FIB alleged that their signatures were forged and submitted themselves to the investigation held by the police who found them not culpable in the crime.

Also admitted into evidence were statements of accounts, the written statement that the police prosecutor, Mr. Augustine Mehn, testified to and in which the appellant in the presence of his lawyer admitted to the thievery and forgery against the NDS.

Appellant Wesley S. Jlue took the stand after the prosecution rested with the production of evidence, and testified that he had worked with the NDS for twelve years in several financial positions. Appellant having denounced his earlier confession, he proceeded to counter the allegations from the prosecution by asserting that he was expressly authorized by his boss to open the accounts which he termed as "facilitation accounts". His authorization was clearly spelled out in a letter written to him (displayed above). He further argued that the referenced accounts were necessary to enhance the processing of discounts for customers purchasing drugs from the NDS, preventing difficulties it takes to process checks through the Ministry of Finance and meeting urgent needs for staff of NDS; that similar accounts existed under past Managing Directors; that all withdrawals from the accounts were upon the written instructions of the MD and once funds were withdrawn, they were turned over to the said MD and he thereupon issued receipts in return; The records reflect several internal memos proffered by the appellant where he alleges that the MD, Johnson, requested him to withdraw money from the subject accounts. One of such communication dated December 8, 2012, is exhibited herein as follows:

*"Mr. Wesely S. Jlue
Admin/Finance Officer
National Drug Service
Mr. Jlue,*

As per our discussion, please withdraw US \$ 5000.00 from special account no. 05.112-050461-01(050461-01) at the First International Bank to be used for various activities.

Thanks.

Signed:_____

*Beyan K. Johnson
MANAGING DIRECTOR"*

We see that the appellant neither presented the above communication during his investigation, nor did he state that the opening of the accounts at the FIB was facilitated by instructions from MD Beyan K. Johnson; rather, he admitted to the crimes levied against him during the investigation and pleaded to make restitution of the stolen funds.

Referencing the appellant's answers to questions posed to him while on the stand as a defense witness, we quote the following:

Q. “Mr. Witness, my simple question to you is was the opening of the accounts without approval of the board, and an irregular signature according to you of the Managing director introducing you to the bank as the sole signatory to the accounts, constitute the standard operating procedure in keeping with section 5.11 of the bylaws of the NDS?”

A. “Between 1992 and 2012 when the facilitation account was closed on account of the departure of the past Managing Director, the NDS had a customary practice regarding facilitation account. I therefore believe that my boss, the Managing Director was acting within the customary practice in so far as facilitation accounts are concerned. Regarding the irregular signature, I testified before this court that we raised the issue but he insisted that we proceed with the opening of the accounts at FIB.”

The state having given notice to the court that it would call a rebuttal witness to rebut this statement made by the appellant, the state called the Managing Director of the NDS, Mr. Beyan K. Johnson to the stand as the rebuttal witness. And he testified as follows:

“I have never known of any customary practice at the NDS which allows for opening and operating what is called a facilitation account, and neither am I authorized to open an account or facilitation account. In fact, since I began serving as the MD at the NDS, I have never opened an account.”

Further rebutting the assertions by the appellant that he (MD) had sent a letter to the FIB to open accounts on behalf of the NDS and instructing the appellant to be the lone signatory to the accounts, and that he had given to the appellant receipts for funds withdrawn from the accounts at the FIB, MD Johnson stated that he had never given instruction or authorized the appellant to open accounts at FIB in the name of the NDS and that he had not given any receipt to the appellant for funds withdrawn from the accounts at the FIB since he knew of no account being operated by the NDS at the FIB and therefore could not have issued receipt for proceeds from an account that he knew nothing off. In fact, it was upon his report of said fraud being committed by the appellant that he instituted the police investigation and upon which findings the appellant was being prosecuted for theft and forgery.

The parties having rested with evidence and the jury having deliberated, it found the appellant guilty of the crimes as charged. The appellant excepted to the verdict stating that the verdict as returned by the jury was contrary to the weight of the evidence and filed a motion for new trial. The trial court substantively dealt with the motion for new trial after the parties' arguments *pro and con*, thereafter denying the said motion and upholding the verdict of the jury. Below is an excerpt of the trial judge's ruling on the motion for new trial:

COURT'S RULING ON MOTION FOR A NEW TRIAL

On the last issue as to whether or not the verdicts were in harmony with the weight of the evidence, it is proper that we inquire into the role of the jury in the determination of cases heard by the court with the aid of a jury. In such cases, as all should know, it is the duty of the jury to decide the facts. That duty comprises the determination of the credibility of witnesses and the determination of the weight of value of the evidence in the form of testimony or material evidence.

The rule of the court with respect to evidence is to determine the sufficiency of the evidence. Therefore, in determining whether or not the verdict is in harmony with the weight of the evidence, the court must determine whether sufficient evidence was provided from which the trial jury will determine credibility and weight.

According to the Movant the opening of the FIB account was predicated upon authorization in writing given to him by the MD of the NDS. The Defendant presented an instrument that bears court's mark D/1 as the authorization from the MD. The Defendant testified that the original of D/1 was lost since he did not check it before he was asked to leave the office. It is worth noting that at the marking of this instrument, the prosecution objected that the original of this instrument was properly accounted for. This court ruled that since the Defendant has testified that the original was lost the value to be attached to that statement to be determined by the jury. The MD appeared as a rebuttal witness, and he claimed that while the signature appeared to be his but he not dd not sign any authorization to open any account at the FIB. He testified that the appearance of his signature on that instrument is due to transposition. In other words, instrument bearing his authenticate signature was pasted to the fraudulent letter of authorization so as to make it appear as if he signed such authorization, it must also be observed that this instrument is not the only instrument of photocopy that they admitted against the objection of the prosecution. All alone during the rebuttal, the MD challenged the authenticity of the document claiming that those signatures were one hundred percent identical which is not possible by any living human being. The court in its charge left it to the jury to make a determination on this issue in the following words" (you are to determine whether it is reasonable to believe that the MD will authorize the opening of an account of this nature under circumstances of this case? Is it reasonable to believe that the MD will write a letter of introduction to the FIB with his signature deferred from his official signature? Is it reasonable to believe that unlike other MD of the NDS who were signatories to all NDS accounts including the account at IBLL, that the MD will designate the Defendant who was responsible for finance to be sole signatory to this account? Is it reasonable to belief that the Defendant will not secure the originals of so important a letter of authorization after learning of the accusation against him? Is it reasonable to believe that based upon the legal advise, the Defendant will not produce a copy of the letter of authorization during police investigation to vindicate himself. The verdict in our opinion reflected the jurors' finding. To claim that the issue of the signature was not properly addressed by the prosecution with evidence is to ignore all of the evidence that were produced by the prosecution.

Another point raised on this last issue is the IBLL account. According to the Defendant, the IBLL account, like the FIB account was a "facilitation account". While there is

evidence to show that the FIB accounts were opened outside of the prescription of the bye laws of the NDS, the Defendant in demonstrating that this FIB account is similar to the IBLL account failed to show that the IBLL account was also similarly opened outside of the prescription of the bye law of the NDS. Additionally, evidence showed that the signatory to the IBLL account was the MD of the NDS, while the signatory to the FIB account was the Defendant, financial officer.

Microscopically examining the IBLL account, and the FIB account, it is revealed that while all of the checks that were drawn on the FIB account were made payable to the defendant and people in prospective to the defendant who were not employees of the NDS and who were not privy with the NDS, the IBLL account contained several transactions that were consummated with service providers like Sethi Brothers and others of the NDS. The court does not see the similarity of these two accounts

Finally, the NDS is a corporate entity that is not owned by the MD of the NDS. The MD is a corporate officer appointed by the Board of Directors of the NDS to perform a specific function as spelled out in the by-laws of the NDS.

The financial officer according to the by-laws is a corporate employee employed not by the MD and not responsible to the MD, but employed by the Board of Directors and responsible to the Board Directors with function spelled out in the bye laws. Assuming that it is a fact that the MD wrote a letter authorizing the Defendant, the finance officer to open an account outside of the prescription of the bye law and the self-seem MD by letter on its introduction bearing the signature that is not his official signature introduced by the Defendant, the FO of the NDS to the FIB for the purpose of opening an account making the FO the lone signatory outside of the NDS to account, and the MD outside of the prescription of the by-law of the NDS authorizing the Defendant, the financial officer to withdraw funds from that account which was allegedly opened illegally and to have that fund delivered to him, the MD, by the FO, is there any jurisdiction of duty that is higher than this? Is it reasonable to impute criminality to such an act by someone who stands in prejudice to the cooperate entity/ to the mind of this court, the Movant miserably failed to show any legal justification for which this court should disturb the unanimous verdicts as returned by the trial of facts.

WHEREFORE AND IN VIEW OF THE FOREGOING, this court hereby denies and dismisses the movant's motion for a new trial and confirmed the verdict of the trial jury. And is so ordered."

The trial court thereafter proceeded to adjudge the appellant Wesley Jlue guilty of the crimes of theft of property and forgery, sentencing him to five (5) years imprisonment, and ordering that he pays the amount of USD358,366.12 (Three Hundred Fifty-Eight Thousand Three Hundred Sixty-Six United States Dollars Twelve Cents and LD1,916,495.60 (One Million Nine Hundred Sixteen Thousand Four Hundred Ninety-Five Dollars Sixty Cents), same representing double the gain derived from the appellant's criminal act.

From the records, the only point of contention during trial related to the authorizations that appellant Jlue claimed to have obtained from MD Johnson predicated upon which he opened

the two subject accounts, and to the alleged forgery wherein it was said that the appellant forged the signatures of MD Johnsons, David E. E. Reeves and Suwah Karbah in letters said to have been authored by them to enable the appellant open the two accounts, subject of the indictment.

With respect to this contention, the prosecution's second witness, David E.E. Reeves, Procurement Coordinating Officer of the NDS, testified that he and the appellant had worked together up to 2014 when Management discovered that appellant had opened two dubious accounts in the name of NDS. The witness testified that upon the discovery, Managing Director Beyan K. Johnson came to his office one morning presenting him with a letter and asked if he had written the said letter to FIB bank recommending the appellant to open an account. He accordingly noticed in that letter that it contained his NDS account number and name, but the signature on the letter was not his. According to him, he later testified to the police investigation that the letter was faked and his signature was forged, because he never wrote such a letter to any bank regarding any accounts. He further testified that he had provided his voter's license, passport, and NDS employment contract to the police, all of which contained his genuine signature.

It is the esteemed opinion of this Court that the contention as to the forgery of signature as well as letters that were supportive in the opening of the accounts was deemed removed upon a thorough examination of the testimony of the state's third witness.

The state's third witness, Augustine Mehn, An investigator of the Liberia Anti-Corruption Commission (LACC), who had previously served as an officer of the LNP with responsibility to investigate cases of fraud, forgery, and financial theft, testified that he was one of the investigating officers who investigated the appellant when a letter dated April 14, 2014, was sent from the Management of NDS to the LNP, complaining the appellant of theft and forgery. He testified that predicated upon the letter, the LNP invited the appellant who appeared along with his lawyer, Atty. Witness Doyen, and upon being acquainted with his Miranda rights, he made a written statement to the police admitting to the allegation levied against him in the presence of his lawyer both signing and placing their telephone numbers on said statement.

He testified further that the investigation received a series of documents, including letters allegedly written by two of the NDS staff, which the appellant claimed were given to him for the opening of the accounts at the FIB; that the investigation had revealed that the referenced documents were forged by the appellant himself; that it was further revealed that the signature card used to open the account was prepared by the appellant alone; that the investigation examined the financial statements of the NDS and realized that some of the checks generated

by the institution and given to the appellant could not be accounted for or did not reflect in the financial statements of NDS; that the investigation further revealed that two bank accounts were opened in the name of NDS at First International Bank (FIB), one in Liberian Dollars and the other in United States Dollars; that money intended for NDS was deposited in those two accounts in the amount of US\$179,183.06 and L\$958,247.80; that these amounts did not reflect in the financial statements that NDS had with its legitimate accounts but were saved and withdrawn in the accounts at FIB. Police investigator, Augustine Mehn, stated that the appellant wrote a statement accepting the responsibility for every loss sustained by NDS in both United States and Liberian Dollar currencies and promised to make restitution to NDS; and it was based on this information that the appellant was charged with the crimes of theft of property and forgery and forwarded to court.

From the totality of the oral testimonies and relevant exhibits, we find the emergence of a two-fold explanation, both of which support the charges of forgery and theft of property. In essence, the narrative sketched by the testimonies and accompanying exhibits show that the appellant opened both Liberian and United Dollars accounts at FIB without any directive of the board of directors. The pieces of evidence connect so well that there is no dispute as to the fact that the accounts were opened outside of the pale of the legal framework for NDS that regulates the opening of accounts. The procedure for opening accounts for the NDS formed part of the testimony of MD Johnson when he explained that authorization to open accounts for the NDS must derive from the board. On this point, the appellant testified conceding that they should have attained the directive from the board, but however noted that his boss, the MD, did not obtain such directive. This testimony from the appellant is an admission that he took a deliberate action to open bank accounts outside of the normal authorization of NDS of which he was fully aware; that the amounts of US\$179,183.06 and L\$958, 247.80 withdrawn from these accounts without any evidence that the amounts in question were expended for the operation of the entity was all evidence of the criminal intent of the appellant to take and use funds of NDS for his personal purpose.

In relation to expenditures relating to funds that were withdrawn, the appellant continuously indicated that money withdrawn from the FIB was passed over to MD Johnson, and as proof of transmission, he (the appellant) obtained receipt from the MD. From the line of queries of the jury, we see a diligent attempt to ascertain as to whether funds were withdrawn and expended on official function of the NDS. A verbatim excerpt of the appellant's interaction with the jury is as follows:

Q: Mr. Witness, since you were the sole depositor and withdrawing officer of funds in and out of these accounts at FIB, did you ever inquire of your boss as to the purpose of the withdrawal and how the funds so withdrawn were expended?

A: Yes, I did inquire. During inquiries/discussions he would indicate whether it was to pay cash discount or matters of such nature.

Q: Mr. Witness, according to you, the purpose of the facilitation account was to settle case discount and to facilitate employees' needs. What I want to know is whether this objective was achieved by the account?

A: Without any doubt, I believe that the facilitation account has always met the purposes it was established."

The responses by the appellant, noted above, show the lack of diligence on the part of a public official whose term of reference it is to put into place mechanisms to safeguard public funds. As the 'Finance Officer' responsible for monitoring the usage of funds, the appellant's response to the jury that he believes that withdrawn funds were used for the intended purpose, without pointing to a proof of such intended purpose, sets a vague stage to escape accountability. Such response is analogous to a denial that a public fund had been directed to private use. This Court says a mere denial by a defendant of criminal charges brought against him is insufficient to warrant an acquittal. *Emojorho v. Republic*, 41 LLR 355, ___ (2003).

The appellant in count 2 of his bill of exceptions states: "That Your Honor erred when you confirmed and affirmed the verdict of the jurors which ignored the sufficiency of the letters of authorization from the MD of NDS authorizing appellant/defendant to withdraw funds from said accounts and receipts issued by the MD for funds received from appellant on these accounts."

Our review of the records shows that the appellant attached photocopies of a few receipts that were allegedly given to him by the MD in exchange for funds that he withdrew. The appellant also attached photocopies of the letters that were allegedly given to him by the MD that accordingly authorized him to open the accounts and serve as their lone signatories. The state contested the admission of these documents into evidence on grounds that they were photocopies and that under our rules of evidence, such copies did not constitute the best evidence. The appellant informed the trial court that he was unable to produce the original copies because they had been misplaced owing to the way in which he was removed from the NDS: noting that he was first suspended from the NDS and thereafter, he did not return until he was indicted. When asked why he did not provide the receipts during the police investigation, he stated it was part of his defense strategy not to avail all this evidence to the police. Despite the absence of the original copies, this Court observes that the trial court

admitted the photocopied evidence, leaving the weight of such evidence to be determined by the jury. We believe the trial court was very magnanimous in allowing the admission of such evidence because if his excuse for not being able to produce the original copies was owed to the way in which he was removed from the NDS, noting that he was first suspended from the NDS and thereafter, he did not return until he was indicted, then how was he able to get the photocopies. Under the best evidence doctrine (Civil Procedure Law, Rev. Code 1:25.6(2)), the admission of copies of writings is prohibited unless the original is proved to be lost or destroyed, or in the possession of the opposing party who has received notice to produce it, or unless it is a copy of a public record. In the face of this magnanimity from the trial judge, the jury whose role is to weigh the evidence and facts discounted the appellant's allegation and brought a verdict against him. Under our law, the office of the jury, acting as trial of facts, is responsible to determine the weight and the credibility to be attached to the evidence and the witnesses appearing before the court. *Francis K. Zayzay, et. al v. ABC Children's Aid Liberia, Inc.*, Supreme Court Opinion, March Term 2019, and unless it is manifestly and palpably against the weight of the evidence, this Court ought not to set aside a jury verdict. - *Ledlow et al. v. R.L.*, 2 LLR 569, 582 (1926); *Kamara v. Keita*, Supreme Court Opinion, March Term, A.D. 2025.

Even where this Court is to consider the allegation of the appellant that he acted upon instructions of the MD, can he be held criminally liable for executing unlawful orders that results in the complicity of a commission of a crime? Our answer is yes.

To begin with, it is important to examine the instrument that guides the opening of accounts and sets forth the standard of transparent dealings for the NDS. That is, this Court takes cognizance, particularly of the 'Bylaws of the NDS' which outlines the procedures that govern the opening of the institutional accounts. Our review shows that the Management Team of NDS comprises four persons: the Managing Director, Finance Officer, Operation Officer, and Administrative Officer. Members of the Management Team, including the appellant, are recruited by the Board of Directors to serve a tenure of five years. These officers are expected to execute the mandates of the Board of Directors which are characterized by openness and transparency. For instance, the Management Team which proposes annual budget for approval by the Board of Directors, monitors the approved budget, and whenever necessary, requests the board's approval to use fundings in events of contingencies. It is the board that designates persons who become signatories for the accounts of NDS. From the plain language of the referenced NDS' Bylaws, the creation of accounts, which the Finance Officer says he agreed to do without a board resolution, was a breach of the legal prerequisite for the transparent operation of the NDS.

We are not convinced by the appellants' argument that the difficulties in processing checks through the Finance Ministry necessitated the creation of an account outside of the process outlined by the framers of the bylaws. Was it not obvious that the framer of the NDS bylaws envisaged a mechanism to advert potential obstacles likely to threaten the governance of NDS when it provided standard rules via the bylaws to enable the creation of institutional accounts and above all, make room for contingency spendings as contained in section 5.1.3 of the bylaws? The appellant opening the subject bank accounts outside of the legal framework of the NDS was clearly with an intent to deprive the appellee of its funds.

Under the bylaws of NDS, both the finance manager (appellant) and the MD are recruited to serve the NDS for five years. The appellant by his own testimony says that he betrayed this protective cloud bestowed upon him by the very bylaws that he was recruited to protect. When tenured servants are placed in positions of trust, they are expected to execute their institutional mandates without fear or favor in exchange for the full protection of the law for the period of their tenures.

This Court finds the testimony of the appellant that he acted on the instruction of his boss, a colleague of concurrent tenured mandate of five years, and ignored the requirements set for the institute's financial transaction indefensible, especially where he becomes the lone signatory to the accounts clandestinely opened at the FIB, and proceed to issue checks in the name of his son, Wesley S. JIue, Jr., as well as other people outside of the employ of the NDS, in withdrawing funds from the subject accounts. Such a financial transaction points toward a clear criminal act which tended to deprive the appellee institution of its funds.

We also find it difficult from the evidence adduced to believe that the appellant was directed by the MD, Johnson, and that his admission at the police station was based on the advice of his lawyer. In fact, it was the MD who unearthed and sought the help of the police in instituting this action against the appellant. The Court says even if it found that the MD was an accomplice in the commission of the crime perpetrated against the NDS, this would not exonerate the appellant from commission of the crime, and the appellant's assertions only serve as an admission of his involvement in the criminal act against the appellee institution depriving the said appellee institution of its funds. As this Court has held, the appellant cannot escape criminal liability by simply pleading a superior order defense - *J. Brownie Samukai et. al. vs Republic of Liberia, Supreme Court Opinion, March Term, 2020.*

This Court in its review of the case places emphasis on *the voluntary confession by the appellant admitting to the commission of the crimes of theft and forgery and promising to*

restitute the amount stolen. An excerpt of the exchanges with the appellant on the cross is as follows:

Q: Mr. Witness, prior to the indictment, I put it to you that you were invited to the police for investigation... am I correct?

A: For the benefit of the court and the honorable jurors I was invited by the police for an investigation.

Q: Mr. witness, at the investigation you were represented by a lawyer and that you made a statement during the investigation which you signed in the presence of your lawyer and your lawyer also indicating his telephone number, am I correct?

A: The statement referenced was made during the investigation, however for the benefit of court and the jurors let me state for the records that when the statement was made with the advice of my lawyer, it felt strange and uncertain when I look back after a careful reflection. It seems strange that my lawyer would give such an advice. I therefore consulted other legal counsels for advice and was told that it was improper for a defendant counsel to give such an advice. I therefore terminated my relationship with him immediately.

Q: Mr. Witness, your answer is not responsive, my specific question to you is you made a statement at the police signed by you and was referenced by your lawyer with your telephone number and his telephone placed thereon, am I correct?

A: The statement referenced with my signature and phone number along with the signature and phone number of my then lawyer was made with the advice of my then lawyer. And as I said after seeking legal advice from other legal counsels I was constrained to terminate my relationship with him forthwith.

The line of questions and answers above was in relation to a note that the appellant had drafted in handwriting admitting to the commission of the crime and taking responsibility therefrom. During the trial, however, the appellant attempted to disavow his voluntary confession he had made during the police investigation in the presence of his lawyer. He has stated that he confessed because he was ill-advised by his lawyer. From the above context, this Court sees it an obligation to examine whether the confession of the appellant during police investigation could be admitted or simply ignored based on the twist by the appellant that he was ill-advised by his lawyer.

When the framers of Liberia's 1986 Constitution assumed the task that gave birth to the constitution, it was clear that they sought a framework that would protect the rights of all persons equally. The constitution then established boundaries for the admission of statements against accused persons standing trial. In an unambiguous declaration, Article 20(c) of the referenced Constitution states: *"Every person suspected or accused of committing a crime shall immediately upon arrest be informed in detail of the charges, of the right to remain silent, and of the fact that any statement made could be used against him in a*

court of law. Such person shall be entitled to counsel at every stage of the investigation and shall have the right not to be interrogated except in the presence of counsel. Any admission or other statements made by the accused in the absence of such counsel shall be deemed admissible as evidence in a court of law." It is clear from the language of the constitution that admissible statements during the course of a trial must be weighed against certain standards: first, that the accused, upon arrest, is duly informed of his Miranda rights; and second, that the statements made by the accused were done in the presence of a counsel.

A review of the records shows that the appellant was investigated under conditions that align with the standards referenced above; this, the appellant himself does not dispute. That is, he was fully informed of his Miranda rights, and he admitted to the commission of the crime of theft and forgery and said admission was made in the presence of his lawyer, after which both he and his lawyer signed and wrote their telephone numbers on the statement. The appellant's contention that his confession was due to being improperly advised by his lawyer, this court says, is legally untenable.

The Court says further that a lawyer is the legal agent of the client he represents and he is bound to give a candid opinion of the merits and probable result of a pending contemplated litigation. Where the appellant as alleged had been advised by his lawyer to write the statement that was written at the police station, this Court says that the appellant was under no obligation to do so if he did not commit the act complained of and especially where he did not show that said statement was done under duress. In the case *Toe v. RL*, 24 LLR 462 (1976), this Court held that confession to a crime by an accused is admissible in evidence and may be used against him in prosecution when properly corroborated. As we see in the instant case, the totality of the testimonies by all the state's witnesses, when juxtaposed with the confession of the appellant, are deemed sufficiently collaborated. MD Johnson testified that his signature was forged, a testimony that was corroborated by David E.E. Reeves who also testified that his signature was forged and deployed by the appellant to open two bank accounts, subject of this litigation. As to these forgeries, the appellant testified to being responsible in the presence of his lawyer during police investigation.

The records of the case having established that the above referenced confession meets the admissibility test, it is the holding of this Court that the appellant's confession having been corroborated by the totality of the testimonies, there can be no alternative narrative espoused other than the guilty verdict rendered by the jury and affirmed by the trial court.

WHEREFORE AND IN VIEW OF THE FOREGOING, this Court having found the judgment of trial court in sync with the facts and law controlling, it affirms the judgment of the trial court

finding the appellant guilty as charged. The Clerk of this Court is ordered to send a Mandate to the lower court to resume jurisdiction over the case and give effect to the Judgment of this Opinion. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLOR AMARA M. SHERIFF APPEARED FOR THE APPELLANT. COUNSELLOR AUGUSTINE C. FAYIAH, SOLICITOR GENERAL OF THE REPUBLIC OF LIBERIA AND COUNSELLOR JERRY D.K. GARLAWOLO APPEARED FOR THE APPELLEE.