

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

No. 92-7311
Conference Calendar

UNITED STATES OF AMERICA,

Plaintiff-Appellee,

versus

LEOTHUS MAU AMOS,

Defendant-Appellant.

- - - - -
Appeal from the United States District Court
for the Southern District of Mississippi
USDC No. CR-J91-00092(B)-02
- - - - -

March 16, 1993

Before KING, HIGGINBOTHAM, and DAVIS, Circuit Judges.

PER CURIAM:*

A jury found Leothus Mau Amos guilty of bank robbery and of possessing a firearm during the commission of a felony. He now contends that the district court erred by not granting his motion for acquittal because the Government failed to prove that the bank he and others robbed was insured by the Federal Deposit Insurance Corporation (FDIC) on the day of the robbery.

In reviewing the denial of a motion for judgment of acquittal, we must view the evidence and inferences therefrom in

* Local Rule 47.5 provides: "The publication of opinions that have no precedential value and merely decide particular cases on the basis of well-settled principles of law imposes needless expense on the public and burdens on the legal profession." Pursuant to that Rule, the Court has determined that this opinion should not be published.

the light most favorable to the Government. United States v. Wake, 948 F.2d 1422, 1427 (5th Cir. 1991), cert. denied, 112 S. Ct. 2944 (1992). We must then determine whether a reasonable trier of fact could find that the evidence establishes guilt beyond a reasonable doubt. Id.

Darrell Williams, the bank's senior vice-president, testified that the bank is an FDIC-insured institution. He also identified an exhibit as a certificate the bank received from the FDIC showing the bank's insured status. This certificate of insurance is dated December 20, 1972.

In United States v. Rangel, 728 F.2d 675 (5th Cir.), cert. denied, 467 U.S. 1230 (1984), this Court faced a situation in which the only evidence that the financial institution was federally insured came from a bank officer. After testifying as to the date of the robbery, he was asked: "Is Government Employee's Credit Union federally insured?" He responded: "Yes, it is."

Id. at 676. There was no cross-examination and no contradiction of the witness. Id. This Court found that it was a reasonable understanding of the officer's testimony that the financial institution had been insured "at all times." Id.

In this case the jury could have concluded that Williams's testimony, together with the certificate, proved beyond a reasonable doubt that the bank was federally insured when the robbery occurred. The evidence, therefore, supports Amos's conviction.

AFFIRMED.