

IN THE COURT OF CRIMINAL APPEALS OF TENNESSEE

AT JACKSON

JUNE SESSION, 1996

FILED
August 2, 1996
Cecil Crowson, Jr.
Appellate Court Clerk

STATE OF TENNESSEE,)	C.C.A. NO. 02C01-9509-CC-00270
)	
Appellee,)	
)	
)	FAYETTE COUNTY
VS.)	
)	HON. JON KERRY BLACKWOOD
JACOB MEEKS,)	JUDGE
)	
Appellant.)	(Hindering a Secured Creditor)

ON APPEAL FROM THE JUDGMENT OF THE
CIRCUIT COURT OF FAYETTE COUNTY

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OPINION FILED _____

AFFIRMED

DAVID H. WELLES, JUDGE

OPINION

The Defendant appeals as of right pursuant to Rule 3 of the Tennessee Rules of Appellate Procedure. He appeals from his conviction by jury of hindering a secured creditor. The Defendant argues that the evidence was insufficient to support his conviction. We affirm the judgment of the trial court.

The Defendant arranged for the purchase of several farming implements from the victim. Among these implements was a plowing disk and a tandem axle trailer. In a second contract, there was a tractor, a loader and a backhoe. The Defendant gave the victim a check for the down payments for the equipment. When the check bounced, the victim hired someone to repossess the equipment. The individual hired found the equipment covered by the second contract, but did not locate the plowing disk and trailer. The recovered equipment was returned to the store.

The Defendant returned to the store with a cashier's check for the down payment and was given the equipment. The first contract called for yearly payments and the second contract called for quarterly payments. No payment was made for the first quarterly payment, and the victim hired someone to locate and repossess the equipment. The equipment for the second contract was found in Mississippi and was returned to the victim's store. The plowing disk and trailer were never located.

The Defendant's sole issue in this appeal is whether there was sufficient evidence to support his conviction. When an accused challenges the sufficiency of the convicting evidence, the standard is whether, after reviewing the evidence in the light most favorable to the prosecution, any rational trier of fact could have found the essential elements of the crime beyond a reasonable doubt. Jackson v. Virginia, 443 U.S. 307, 319 (1979). Questions concerning the credibility of the witnesses, the weight and value to be given the evidence, as well as all factual issues raised by the evidence, are resolved by the trier of fact, not this court. State v. Pappas, 754 S.W.2d 620, 623 (Tenn. Crim. App. 1987). Nor may this court reweigh or reevaluate the evidence. State v. Cabbage, 571 S.W.2d 832, 835 (Tenn. 1978).

A jury verdict approved by the trial judge accredits the State's witnesses and resolves all conflicts in favor of the State. State v. Grace, 493 S.W.2d 474, 476 (Tenn. 1973). On appeal, the State is entitled to the strongest legitimate view of the evidence and all inferences therefrom. Cabbage, 571 S.W.2d at 835. Because a verdict of guilt removes the presumption of innocence and replaces it with a presumption of guilt, the accused has the burden in this court of illustrating why the evidence is insufficient to support the verdict returned by the trier of fact. Grace, 493 S.W.2d at 476; State v. Tuggle, 639 S.W.2d 913, 914 (Tenn. 1982).

The Defendant was convicted of hindering a secured creditor. According to Tennessee Code Annotated section 39-14-116(a), hindering a secured creditor is defined as:

A person who claims ownership of or interest in any property which is the subject of a security interest, security agreement, deed of trust, mortgage, attachment, judgment or other statutory or equitable lien commits an offense who, with intent to hinder enforcement of that interest or lien, destroys, removes, conceals, encumbers, transfers, or otherwise harms or reduces the value of the property.

The statute defines “remove” as “transport[ing], without the effective consent of the secured party, from the state or county in which the property was located when the security interest or lien attached.” Tenn. Code Ann. § 39-14-116(b)(1).

The contract for the equipment was made in Fayette County. At the time the contracts were made, the Defendant told the victim that he was living and farming in Bolivar. The victim testified at trial that the Defendant has never told him where the disk and hitch are. He stated that when he spoke with the Defendant before the equipment was recovered the second time the Defendant told him it was in Florida. As stated above, the equipment, except for the disk and the hitch, was recovered in Mississippi. The man hired to locate the equipment testified that he never recovered the disk and the trailer. The salesman who sold the Defendant the equipment testified that the Defendant told him that he was farming in Fayette and Hardeman counties at the time he bought the disk and trailer.

We conclude that there is sufficient evidence to conclude that the Defendant transported the disk and trailer out of the state to hinder the enforcement of the secured contract. Therefore, this issue is without merit.

The judgment of the trial court is affirmed.

DAVID H. WELLES, JUDGE

CONCUR:

JOSEPH M. TIPTON, JUDGE

JERRY L. SMITH, JUDGE