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Tyler Przybylek

DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

Proc. II

FILE: B-187824

DATE: December 15, 1976

MATTER OF: Raye Limited, Inc.

DIGEST:

Disallowance of claim for prompt payment discount allegedly taken improperly is affirmed since payment was made within discount period properly computed by excluding from computation day "from" which period began.

Raye Limited, Inc. has requested review of our Claims Division Settlement of October 22, 1975, disallowing the firm's claim for \$1,721.78, representing a prompt payment discount alleged to have been erroneously taken in connection with contract No. DAKF48-75-W-3077-1, awarded by the Department of the Army, Fort Hood, Texas.

The contract included the discount term "20% - 10 days." Both the Army and the claimant agree that under the contract the discount period is to be computed from date of delivery and that the date of delivery was August 14, 1975. It is also agreed that payment was effected on August 25, 1975. The claim arises out of claimant's contention that August 14, 1975, must count as the first day of the 10-day discount period.

The claimant's position is contrary to the weight of judicial authority and to the prior decision of this Office. The word "from", when used with respect to the measurement of time, is generally held to be a term of exclusion, so that when a period of time is to be reckoned "from" a certain day (unless there is something in the context or circumstances to indicate a different intention), the day from which the time is to be reckoned will be excluded from the computation. See 74 Am. Jur. 2d Time § 21 (1974) and 86 C.J.S. Time § 13(3)(1954) and the cases cited therein; B-104419, September 21, 1951. A leading case on this point, Sheets v. Selden's Lessee, 69 U.S. 177 (1864), states:

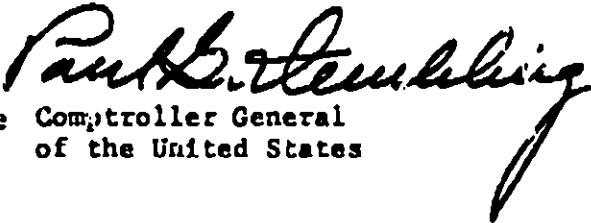
"The general current of modern authorities on the interpretation of contracts, and also of statutes, where time is to be computed from a particular day or a particular event, as when an act is to be performed within a specified period from or after a

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day named, is to exclude the day thus designaged and to include the last day of the specified period." 69 U.S. at 190.

See also Best v. Polk, 35 U.S. 112 (1873).

Accordingly, the Army, in computing the discount period, properly did not count the delivery date. Since the properly determined discount period ended on August 24, 1973, a Sunday, the payment made on the following business day constituted compliance with the discount terms. 20 Comp. Gen. 310 (1940); B-108143, February 29, 1952. Therefore, the taking of the discount was proper and the disallowance of the claim is affirmed.


For the Comptroller General
of the United States