

985 F.2d 1148 (1993)

**UNITED STATES of America, ex rel. KREINDLER & KREINDLER,
Plaintiff-Appellant, Cross-Appellee,
v.
UNITED TECHNOLOGIES CORPORATION, Defendant-Appellee,
Cross-Appellant.**

Nos. 1363, 1756, Dockets 91-9288, 91-9380.

United States Court of Appeals, Second Circuit.

Argued May 13, 1992.

Decided January 22, 1993.

The district court in this case also stated that it "was not persuaded by [Kreindler's] `continuing fraud' theory, i.e., that a fraudulent claim was made with the delivery of each helicopter, since the alleged defect in each helicopter was known to the government in 1979." [777 F.Supp. at 205](#). This comment occurred in the aftermath of the district court's adoption of *Boisjoly*, a case addressed to the issue of liability rather than the statute of limitations. In any event, the quoted statement does not reflect the law generally applicable with respect to the FCA statute of limitations.

Specifically, the number of assertable FCA claims is not measured by the number of contracts, but rather by the number of fraudulent acts committed by the defendant. See [United States v. Bornstein](#), 423 U.S. 303, 311, 96 S.Ct. 523, 528-29, 46 L.Ed.2d 514 (1976); see also [Ehrlich](#), 643 F.2d at 638 ("if a person knowingly causes a specific number of false claims to be filed, he is liable for an equal number of forfeitures"); [United States v. Woodbury](#), 359 F.2d 370, 377-78 (9th Cir.1966) (same). Further, as to each such claim, the six-year limitations period of § 3731(b)(1) "begins to run on the date the claim is made, or, if the claim is paid, on the date of payment." [Blusal Meats, Inc. v. United States](#), 638 F.Supp. 824, 829 (S.D.N.Y.1986) (collecting cases), *aff'd*, 817 F.2d 1007 (2d Cir.1987).