

**UNITED STATES of America, Plaintiff,**

**v.**

**Donald J. CRIPPS and Cripps Building Company, Defendants.**

[Civ. No. 75-71319.](#)

**United States District Court, E. D. Michigan, S. D.**

May 17, 1978.

The only date provided in the amended schedule A attached to the amended complaint, is the "date vouchered by HUD." It is unclear what the government means by that heading, but it is clear that the statute of limitations period began to run on the date that each voucher was presented to HUD for payment. [United States v. Ueber, 299 F.2d 310 \(6th Cir. 1962\).](#) Therefore, as to each repair contract, the voucher for which was presented to HUD prior to February 27, 1972, the statute of limitations<sup>[2]</sup> has run unless the amended complaint relates back to the filing of the original complaint. From the amended schedule A, it is not possible to tell which vouchers would be excluded if the amendment were held not to relate back.