

*Casey Leigh Rutter v. Adam Janis Et Al.*  
*Nancy Beale, Administratrix (Estate of Lindsey Beale) v. Luis Martins Et. Al.*  
*Jason Ferreira v. Luis Martins Et Al.*  
(SC 20122)

The issue presented to the court in this case involves “whether, for the purpose of calculating [the] thirty-day period, the ‘first day’ is the date on which the dealer loans the plate to the purchaser or the first full calendar day thereafter.” The court found that in calculating a statutory period of time, the legislature has intended for the period of time to include only full calendar days.

This case involves three consolidated cases seeking appeal. Under Connecticut General Statute §14-60 (a), a vehicle dealer is permitted to temporarily loan a dealer license plate to a purchaser of one of their vehicles for no longer than thirty days. In this case, the plaintiffs and decedent were involved in a motor vehicle accident on June 8, 2013. Luis Martins was the driver of the vehicle and at the time of the incident, Martins was using the defendant-dealer’s number plate. The plaintiffs contend that the defendant had loaned Martins the dealer number plate on the evening of May 9, 2013. The defendant was subjected to three separate law suits, for all of which the defendant filed a motion for summary judgment, asserting that they were not liable because the loan of the number plate met all the statutory requirements set forth in §14-60 (a) and the accident occurred within the thirty-day time period stipulated in the statute.

The plaintiffs separately assert that summary judgment was inappropriate because there was a genuine dispute of material fact as to whether the defendant complied with the requirements of §14-60 (a), and whether the loan agreement had exceeded the thirty-day limit. In all three cases, the trial court ruled in favor of the defendant, finding that “the date on which the defendant loaned the plate to Luis Martins – May 9, 2013 – did not count toward the thirty-day

limit.” The trial court found that the thirty-day period began on May 10, 2013, meaning the accident on June 8, 2013 occurred within the thirty-day limit set forth in §14-60 (a). The trial court rejected the plaintiffs’ opposition to summary judgement and ruled that the defendant had complied with §14-60 (a) and was therefore protected from liability for the accident.

The plaintiffs appealed the decision of the trial court. The Appellate Court affirmed the trial court’s decision, holding that “the accident on June 8, 2013, occurred not more than thirty days following the loan agreement and, therefore, was within the statutory time set forth in §14-60 (a).” The plaintiffs appealed the decision of the Appellate Court, claiming the court incorrectly excluded the date the loan was executed in calculating the thirty-day period because “(1) the text of §14-60 (a) indicates that the legislature intended it to be included, and (2) the parties to the loan agreement . . . intended for the loan period to begin running on the date the loan agreement was executed.” The Supreme Court found neither of the plaintiffs’ arguments persuasive.

The Court held that “the legislature’s unqualified use of the phrase ‘thirty days’ indicates that the legislature intended to count only full calendar days, which requires the date of the loan to be excluded.” The Court rejected the plaintiffs’ first claim, finding that the terms of §14-60 (a) required the date the loan was executed to be excluded from the thirty days. The Court based this finding on the legislative intent of the statute. §14-60 (a) neither defines “days” nor articulates how the thirty-day period is to be calculated. Because the statute does not provide a definition, “it is appropriate to look to the common understanding expressed in the law and in dictionaries.”

The Court found that “day”, in the context of the statute, should be interpreted to mean a calendar day of twenty-four hours, running from midnight to midnight. Because this is the

traditional understanding of legislative intent, the Court determined that, in the absence of an explicit textual contradiction, a statutory period of days will be measured by full calendar days. The Court additionally reasoned that the law does not recognize fractions of days, meaning the day the loan agreement was executed cannot, under the law, be considered part of the thirty-day period. Therefore, the “act and the day are [coextensive], and therefore the act cannot be said to be passed till the day is passed.” It is therefore appropriate to assume that the legislature, in creating §14-60 (a) intended to provide vehicle dealers thirty full, indivisible calendar days to loan their plates to customers.

Because the day the loan is executed is not a full calendar day, that day cannot be counted, as it is only a fraction of a day. If the day of agreement was counted, the dealer would not receive the full thirty days the legislature intended to give them but would instead receive only 29 full calendar days. Conversely, excluding the date the agreement was made does not provide the dealer with more than thirty full calendar days, as under the law, a fraction of a day does not constitute a day. The Court further reasoned that the legislature knows how to convey its intent in statutory text and is “presumed to know how to draft legislation consistent with its intent.” The legislature has provided for fractions of days in other statutes, but it is clear that they did not intend to do so here.

The Court applied the ruling in *Weeks v. Hull*, in which the court established a rule of general applicability, which stipulates that, in the interest of promoting uniformity and predictability, the date of the act will not count. This rule applies in all cases, unless “settled practices or established customs, or the intentions of the parties, or the terms of the statute, have been included in the computation date or act of accrual, it is to be excluded from the

computation.” The Court found that none of these exceptions are present in the disputed language of the statute.

The Court also rejected the plaintiffs’ argument that the statute’s allowance of fractions of days in other sections should be applied to §14-60 (a). The Court reasoned that, the presence of a provision allowing fractions of days in one section of the statute, and the absence of such a provision in another, illustrates the intention of the legislature to apply said provision specifically to one section of the statute, and not to the statute in its entirety.

Lastly, the Court rejected the plaintiffs’ claim that summary judgement was inappropriate. The Court found that the plaintiffs failed to establish a genuine dispute of material fact. The Court reasoned that the legislative intent clearly required the thirty-day period to start on May 10. Because the thirty days necessarily started on May 10, there is no dispute that the accident happened on the thirtieth day after the execution of the loan agreement. The defendant was therefore acting in compliance with §14-60 (a).