



Upper Tribunal
(Immigration and Asylum Chamber)

Appeal Numbers: IA/15198/2013

THE IMMIGRATION ACTS

Heard at Newport
2 October 2014

Promulgated on
On 14 November 2014

Before

MR C M G OCKELTON, VICE PRESIDENT
DEPUTY UPPER TRIBUNAL JUDGE DAVIDGE

Between

UDUAK FRANCIS AKWAWO

Appellant

and

THE SECRETARY OF STATE FOR THE HOME DEPARTMENT

Respondent

Representation:

For the Appellant: Mr D Metibemu, instructed by Rhema Solutions

For the Respondent: Mr I Richards, Senior Home Office Presenting Officer

DETERMINATION AND REASONS

1. The appellant is a national of Nigeria. She has been in the United Kingdom for about five years now. She has most recently had leave as a Post Study Migrant. On 5 February 2013, just within the term of that leave, she made a further application for leave to remain as an Entrepreneur. Her application was refused on 29 April 2013.

2. The reason for the refusal was that the appellant had failed to comply with the requirements of the rules requiring certain documents to be supplied with the application; in particular the appellant had failed to show her active trading by the production of one or more contracts. The requirement to produce contracts was contained in paragraph 41-SD(c)(iv) of Appendix A to the Statement of Changes in Immigration Rules, HC 395 (as amended). It has been the subject of analysis by this Tribunal in Shebl v SSHD [2014] UKUT 00216 (IAC). Shebl pointed out that in law a contract is not required itself to be in writing: a contract is made by offer and acceptance supported by consideration. In those circumstances the evidence required by the Secretary of State for contracts could not be assumed to be a requirement to have written contracts. The only evidence produced by this appellant in support of her application was an invoice, issued by her to a person in Nigeria for services costing £600. There was no evidence submitted with the application of any meeting of minds; there was no evidence that the person in Nigeria had accepted an obligation to pay for any services provided by the appellant. In those circumstances we agree with what the First-tier Tribunal Judge said at paragraph 16 of his determination, that is to say that the invoice was no evidence of any contract. It was evidence perhaps that the appellant sought payment from another individual: but it was no evidence at all of the basis of which she sought payment.
3. As there was no evidence of any contract, an application for leave to remain as an entrepreneur could not conceivably be granted. The First-tier Tribunal Judge accordingly made no error of law in dismissing the appeal and we dismiss this further appeal to the Upper Tribunal.

C M G OCKELTON
VICE PRESIDENT OF THE UPPER TRIBUNAL
IMMIGRATION AND ASYLUM CHAMBER
Date: 5 November 2014