

NOTE: Pursuant to Fed. Cir. R. 47.6, this disposition is not citable as precedent. It is a public record.

United States Court of Appeals for the Federal Circuit

05-5119

PHILLIP WESTEL SEDGWICK,

Plaintiff-Appellant,

v.

UNITED STATES,

Defendant-Appellee.

DECIDED: October 5, 2005

Before NEWMAN, MAYER, and DYK, Circuit Judges.

PER CURIAM.

Phillip Westel Sedgwick appeals the order of the United States Court of Federal Claims dismissing his complaint for lack of jurisdiction. Sedgwick v. United States, No. 04-CV-01378 (Fed. Cl. Mar. 30, 2005). Sedgwick sought jurisdiction under the Tucker Act, 28 U.S.C. § 1491, based on his assertion that the license he was granted by the United States, which permitted him to enter into contracts with Vietnam or Vietnamese nationals under 31 C.F.R. § 500.574, also constituted an executory contract between himself and the United States. Nothing in the regulation suggests that

a license to do business with Vietnam also constitutes a contract with the United States. See 31 C.F.R. § 500.574. Furthermore, none of the elements necessary to form a contract were present. Therefore, there was no contract between Sedgwick and the United States, and the Court of Federal Claims properly dismissed Sedgwick's claim for lack of jurisdiction. Accordingly, we affirm.