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**U.S. Citizenship
and Immigration
Services**

GI



FILE:



Office: SAN ANTONIO

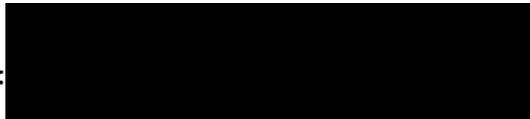
Date:

MAR 01 2004

IN RE:

Obligor:

Bonded Alien:



IMMIGRATION BOND:

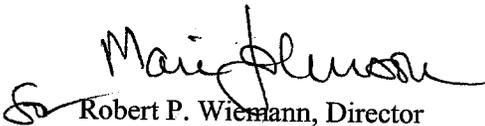
Bond Conditioned for the Delivery of an Alien under Section 103 of the
Immigration and Nationality Act, 8 U.S.C. § 1103

ON BEHALF OF OBLIGOR:



INSTRUCTIONS:

This is the decision of the Administrative Appeals Office in your case. All documents have been returned to the office that originally decided your case. Any further inquiry must be made to that office.


Robert P. Wiemann, Director
Administrative Appeals Office

DISCUSSION: The delivery bond in this matter was declared breached by the District Director, San Antonio, Texas. A subsequent appeal was dismissed by the Administrative Appeals Office (AAO). The matter is now before the AAO on a motion to reconsider. The motion will be granted. The order dismissing the appeal will be withdrawn. The appeal will be sustained.

The record indicates that on May 17, 2002, the obligor posted a \$7,500 bond conditioned for the delivery of the above referenced alien. A Notice to Deliver Alien (Form I-340) dated August 27, 2002, was sent to the co-obligor via certified mail, return receipt requested. The notice demanded the bonded alien's surrender to the Immigration and Naturalization Service (legacy INS), now Immigration and Customs Enforcement (ICE), at 9:00 a.m. on September 30, 2002, at [REDACTED]. The obligor failed to present the alien, and the alien failed to appear as required. On November 5, 2002, the district director informed the co-obligor that the delivery bond had been breached.

On motion, counsel states that the AAO ignored the language in Exhibit G of the Amwest/Reno Settlement Agreement entered into on June 22, 1995 by the former INS and Far West Surety Insurance Company.

The Settlement Agreement requires the Form I-340 to state the correct purpose for which the alien is to be produced. In this case, the district director indicated that the alien was to be surrendered "for surrender" at the time and place specified in the notice. However, this statement of purpose is unclear, does not reflect the correct purpose for which the alien is to be produced, and therefore does not meet the requirement of the Settlement Agreement.

Based on the provisions of the Amwest Agreement, the decisions of the district director and the AAO will be withdrawn, and the appeal will be sustained. The district director's decision declaring the bond breached will be rescinded and the bond will be continued in full force and effect.

ORDER: The order of February 11, 2003, dismissing the appeal is withdrawn. The appeal is sustained. The district director's decision declaring the bond breached is rescinded and the bond is continued in full force and effect.