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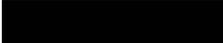


U.S. Citizenship
and Immigration
Services

PUBLIC COPY



61

FILE: 

Office: DENVER

Date:

MAY 18 2006

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: Self-represented

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, Chief
Administrative Appeals Office

DISCUSSION: The delivery bond in this matter was declared breached by the Field Office Director, Detention and Removal, Denver, Colorado, and is now before the Administrative Appeals Office on appeal. The appeal will be dismissed.

The record indicates that on July 17, 1997, the obligor posted a \$10,000 bond conditioned for the delivery of the above referenced alien. A Notice to Deliver Alien (Form I-340) dated July 12, 2005, was sent to the obligor via certified mail, return receipt requested. The notice demanded the bonded alien's surrender **into the custody of an officer of Immigration and Customs Enforcement (ICE)** at 10:00 a.m. on July 25, 2005, at [REDACTED]. The obligor failed to present the alien, and the alien failed to appear as required. On August 23, 2005, the field office director informed the obligor that the delivery bond had been breached.

On appeal, the obligor asserts that the bonded alien's counsel was not able to be present on July 25, 2005. The obligor submits a copy of a fax sent by counsel to the district office on July 22, 2005, which requested that the alien's surrender date be rescheduled due to a schedule conflict.

An immigration bond is a contract between ICE and the obligor. The obligor or its attorney-in-fact is the proper party to put forth a request to reschedule a surrender date. The alien's counsel is without standing in this proceeding.

The obligor is not relieved of its responsibility to deliver and surrender the bonded alien at the time and place specified in the district director's demand notice simply because of a scheduling conflict. The obligor is bound by the terms of the bond contract to surrender the alien upon each and every written request until removal proceedings are finally terminated, or until the alien is actually accepted for detention or removal.

Delivery bonds are violated if the obligor fails to cause the bonded alien to be produced or to produce himself/herself to an immigration officer or immigration judge, as specified in the appearance notice, upon each and every written request until removal proceedings are finally terminated, or until the said alien is actually accepted by ICE for detention or removal. *Matter of Smith*, 16 I&N Dec. 146 (Reg. Comm. 1977).

The regulations provide that an obligor shall be released from liability where there has been "substantial performance" of all conditions imposed by the terms of the bond. 8 C.F.R. § 103.6(c)(3). A bond is breached when there has been a substantial violation of the stipulated conditions of the bond. 8 C.F.R. § 103.6(e).

8 C.F.R. § 103.5a(a)(2) provides that personal service may be effected by any of the following:

- (i) Delivery of a copy personally;
- (ii) Delivery of a copy at a person's dwelling house or usual place of abode by leaving it with some person of suitable age and discretion;
- (iii) Delivery of a copy at the office of an attorney or other person including a corporation, by leaving it with a person in charge;
- (iv) Mailing a copy by certified or registered mail, return receipt requested, addressed to a person at his last known address.

The evidence of record indicates that the Notice to Deliver Alien dated July 12, 2005 was sent to the obligor at [REDACTED] via certified mail. This notice demanded that the obligor produce the bonded

alien on July 25, 2005. The domestic return receipt indicates the obligor received notice to produce the bonded alien on July 18, 2005. Consequently, the record clearly establishes that the notice was properly served on the obligor in compliance with 8 C.F.R. § 103.5a(a)(2)(iv).

It is clear from the language used in the bond agreement that the obligor shall cause the alien to be produced or the alien shall produce himself to an ICE officer upon each and every request of such officer until removal proceedings are either finally terminated or the alien is accepted by ICE for detention or removal.

It must be noted that delivery bonds are exacted to insure that aliens will be produced when and where required by ICE for hearings or removal. Such bonds are necessary in order for ICE to function in an orderly manner. The courts have long considered the confusion which would result if aliens could be surrendered at any time or place it suited the alien's or the surety's convenience. *Matter of L-*, 3 I&N Dec. 862 (C.O. 1950).

After a careful review of the record, it is concluded that the conditions of the bond have been substantially violated, and the collateral has been forfeited. The decision of the field office director will not be disturbed.

ORDER: The appeal is dismissed.