U.S. Department of Homeland Security
U.S. Citizenship and Immigration Service
Administrative Appeals Office (AAO)
20 Massachusetts Ave., N.W., MS 2090
Washington, DC 20529-2090

(b)(6)

U.S. Citizenship and Immigration Services

DATE: DEC 0 8 2014 Office: MIAMI FILE:

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:

Enclosed please find the decision of the Administrative Appeals Office (AAO) in your case. This is a non-precedent decision. The AAO does not announce new constructions of law nor establish agency policy through non-precedent decisions.

Thank you,

Ron Rosenberg
Chief, Administrative Appeals Office

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

The record indicates that on February 26, 2003, the obligor posted a $5,000 bond conditioned for the delivery of the above referenced alien. A Notice to Deliver Alien (Form I-340) dated June 26, 2014, was sent to the obligor via certified mail, return receipt requested. The notice demanded the bonded alien's appearance for an interview before an officer of Immigration and Customs Enforcement (ICE) at 9:00 a.m. on July 14, 2014, at The obligor failed to present the alien, and the alien failed to appear as required. On July 15, 2014, the field office director informed the obligor that the delivery bond had been breached.

The Form I-352, Immigration Bond, provides that the obligor and co-obligor are jointly and severally liable for the obligations imposed by the bond contract. As such, ICE may pursue a breach of bond against one or both of the contracting parties. *See Restatement (Third) of Suretyship and Guaranty* § 50 (1996). Consequently, the record clearly establishes that the notices were properly served on either the obligor or the co-obligor in compliance with 8 C.F.R. § 103.8(a)(2). Reference in this decision to the obligor is equally applicable to the co-obligor and vice versa.

The record reflects that on August 15, 2014, a Notice of Bond Breach Reconsideration Decision (Form 71-042) was issued informing the co-obligor that the Notice-Immigration Bond Breached (Form I-323) of July 15, 2014, had been rescinded and the delivery bond was reinstated and would continue in full force. Therefore, the issue raised on appeal by the co-obligor is moot.

ORDER: The appeal is dismissed.