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Jack Burch is a lifelong Atlanta resident. He attended the University of Georgia, both as an undergraduate (A.B. 1965), and as a law student (J.D. 1967). While there he was a member of the Editorial Board of the Georgia Law Review, and a member of Phi Delta Phi Legal Fraternity. He had the good fortune of passing the Georgia Bar in 1966, six months before he graduated from law school. The first experience Jack had in fidelity and surety cases was almost 30 years ago. Today fidelity and surety practice constitutes about 85% of his work and he heads the Fidelity and Surety Law group at Bovis, Kyle & Burch, LLC.

Jack is a frequent writer and lecturer on fidelity, surety, and construction law issues. His most recent effort was as a co-author of a chapter and a speaker at the seminar presenting the Law of Suretyship, 2d, an effort by the American Bar Association and the Surety Association of America to publish the "Hornbook" of Suretyship. He regularly contributes to the firm's Bond Bulletin, published and distributed to clients three times each year.

The papers and seminars are:

Co-Author: "The Surety's Subrogation Rights," The Law of Suretyship, 2d, ABA; Delays Have Dangerous Ends: An Analysis of Some Common Contractual Legal Issues Affecting the Analysis and Proof of Delay Claims, ABA, Forum on the Construction Industry, January, 1997; "The Surety's Subrogation Rights," The Law of Suretyship, I, II, III & IV, ABA; Performance Bond Claims, Handling Fidelity, Surety and Risk Claims, published by John Wiley & Sons, 1990; Author: Other Insuring Agreements in Commercial Crime and Other Fidelity Policies -- An Update, ABA, 1996, Fidelity Bond Program; Cash Collateral Litigation and the Surety, ABA Annual Meeting, August, 1993; Crime Policies and Other Insuring Agreement (or Policy Interpretations Become Curiouser and Curiouser), ABA National Institute of Fidelity Bonds, November, 1991; Southern Surety & Fidelity Claims Association: Jurisdiction of Equitable Subrogation Claims Against the Federal Government -- How to Keep the Blue Fox Out of the Hen House, 2000; The Surety's Responsibility Where There is a Variation Between the Bond & Statutory Requirements (Or Who Wrote This Damn Thing?) -- With Special Emphasis on Georgia Law, 1996; Recent Developments in Georgia Law, 1995; Life After Transamerica v. USA -- A Partial Overview of Cross collateralization, 1994; Back to Bankruptcy Basics for the Bond Bunch, 1993; Pre-Bankruptcy Agreement to Abandon an Executory Construction Contracts -- Or How to Stay Out of the Box, 1991; A Potpourri of Payment Bond Problems, 1990; The Inventory Exclusion Revisited -- The Search for Ariadne's Thread, Surety Claims Institute, June, 1990; Third-Party Beneficiaries to the Construction Contract Documents, The Construction Lawyer, April, 1988.

The firm has had a significant number of surety cases in the State of South Carolina, where Jack was admitted on a pro hac vice basis. Two very important opinions from the South Carolina Court of Appeals resulted in those cases where he represented the surety. These are: Cullum Mechanical Constr. Co. v. S.C. Baptist Hosp., 520 S.E.2d 809 (S.C. App. 1999) (holding that the bid bond surety is not liable under for the claims of unpaid subs and suppliers, and the bid bond surety does not have any obligation to issue payment and performance bonds); Employers Ins. of Wausau v. Constr. Management Engineers of Fla., Inc., 377 S.E.2d 119 (S.C. App. 1989) (holding that the performance bond surety was discharged as a matter of law because of changes which amounted to a novation of the underlying construction contract).

In addition to those cases, Jack has also been involved in other very significant fidelity, surety and construction cases. Some of these are: Transamerica Ins. Co. v. U.S., 989 F.2d 1190 (Fed. Cir. 1993)

(holding that the surety who has incurred a loss on one project is entitled to recover the proceeds owed by a common owner on another project by virtue of the equitable right of subrogation and owner's right of set off); *L Constr. Co. v. Ragan Enterprises, Inc.*, 482 S.E.2d 279 (Ga. App. 1997) (holding that a no-damage-for-delay clause is enforceable, and will as a matter of law bar delay claims); *Johnson Controls, Inc. v. Safeco Ins. Co.*, 404 S.E.2d 556 (Ga. 1991) (holding that the surety was discharged as a matter of law when a bond claimant failed to sue the principal when such a demand was made by the surety); *Ramsey v. Thomas*, 212 S.E.2d 444 (1975) (stating in its opening that this case is a good example as to why lawyers should not give up hope on motions for reconsideration).

Jack is a member of the State Bar of Georgia, American Bar Association (Member: Fidelity & Surety Law Committee, Tort & Insurance Practice Section: Forum Committee on the Construction Industry), and the Association of Trial Lawyers of America. You may reach Jack by mail at the firm's address, by telephone at (770) 391-9100, extension 3903, and via e-mail: JVB@boviskyle.com.