

CANADA / JUDGMENT

Central Valley Mechanical Ltd. v. Putoto

2013 BCSC 1093

COURT

Supreme Court of British Columbia

DECIDED

21 June 2013

Source: bccourts.ca · Research copy typeset by Esheria. Not court-issued or certified.

2013 BCSC 1093 Central Valley Mechanical Ltd. v. Putoto

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation:

Central Valley Mechanical Ltd. v. Putoto,

2013 BCSC 1093

Date: 20130621

Docket: 43106

Registry: Kamloops

Between:

Central Valley Mechanical Ltd., Cool Connection Mechanical Ltd.,

Norberg Truss Ltd. and Tracer Electric Inc.

Plaintiffs

And

Eric Guido Putoto, Lori Dawn Putoto, and

Guerin Creek Estates Ltd.

Defendants

Before: Master McDiarmid

in Chambers

Reasons for Judgment

Counsel for the Applicant Lawyer, Springford & Simcoe LLP:

M.M. Ranspot

Counsel for the Respondents, Eric Guido Putoto and Lori Dawn Putoto:

R. Burke

Place and Date of Hearing:

Kamloops, B.C.

June 10, 2013

Place and Date of Judgment:

Kamloops B.C.

June 21, 2013

- [1] By notice of application brought by Springford & Simcoe LLP, a law firm (the "lawyer"), utilizing the language set out in the Legal Profession Act, R.S.B.C. 1996, c. 9 [LPA], the lawyer seeks a charge against lands and premises situate at 223 Fernie Place, Kamloops, British Columbia ("223 Fernie Place"). The notice of application is brought in this builder's lien action wherein the plaintiffs claimed against Eric Guido Putoto and Lori Dawn Putoto, the respondents in this application (collectively, the "Putotos") and against Guerin Creek Estates Ltd. ("Guerin Creek"), for materials and labour provided to the home being built at 223 Fernie Place by Guerin Creek as contractor for the Putotos as owners.
- [2] At the commencement of the hearing, I asked counsel if they considered whether a master has jurisdiction to grant the order sought, which is for a solicitor's lien. Both counsel consented to me hearing the matter, but, of course, jurisdiction cannot be conferred by consent.
- [3] The lien is statutory and does not require the exercise of a justice's inherent jurisdiction. It is an interlocutory order - the entitlement to a monetary charge on the property is not crystallized until the lawyer's bill is reviewed pursuant to Part 8 of the LPA. The lien sought is not one of the matters set out in Practice Direction PD-42, Section 3. The lien is sought by a chambers application: PD-42, Section 2. I conclude masters have jurisdiction to grant the order sought.
- [4] The lawyer acted for the Putotos in the within builder's lien action, and also acted for the Putotos (and according to affidavit remain as solicitors of record for the Putotos) who are defendants in Supreme Court of British Columbia Kamloops Registry Action No. 42430 ("Action No. 42430"), an action where Guerin Creek is suing the Putotos. In addition, the materials set out that a foreclosure by the Royal Bank of Canada was commenced in the fall of 2010, seeking to foreclose the Putotos' interest in 223 Fernie Place.

- [5] The affidavit of L. Douglas Springford made April 29, 2013 and filed May 6, 2013, describes the formal legal description of 223 Fernie Place, and then deposes:
3. That commencing in February 2009, and through until January, 2012, Springford & Simcoe LLP, Barristers & Solicitors or its predecessors, provided legal services to Eric Guido Putoto and Lori Dawn Putoto with respect to the aforesaid lands and premises.
 4. In particular, the following legal services were provided by Springford & Simcoe LLP, Barristers and Solicitors or its predecessor, to Eric Guido Putoto and Lori Dawn Putoto:
 - a. home warranty advice in respect of the Fernie Place premises;
 - b. a Builder's Lien by Guerin Creek Estates Ltd.;
 - c. Builder's Lien/Claims by sub-trades on the Fernie Place construction;
 - d. the action commenced by Guerin Creek Estates Ltd.;
 - e. the action commenced by the subtrades;
 - f. potential settlement of claim(s) by Guerin Creek Ltd.;
 - g. potential settlement of claim(s) by the subtrades on the Fernie Place construction;
 - h. resolution of the issues with the Royal Bank of Canada default;
 - i. potential sale of the Fernie Place premises to potential purchasers prior to completion of the construction;
 - j. foreclosure of the Fernie Place premises and refinancing of the Royal Bank of Canada mortgage;
 - k. attending to the matters of refinancing the Fernie Place premises and payout and redemption of the Royal Bank mortgage;
 - l. representation of the Respondents in a lien holdback application by the sub-trades;
 - m. representation of the Respondents in an action by Guerin Creek Estates Ltd., and sub-trades.
 5. On December 12, 2012, Springford & Simcoe LLP rendered an account to Eric Guido Putoto and Lori Dawn Putoto. Attached hereto and marked as Exhibit "A" to this my Affidavit is a true copy of the December 12, 2012 Statement of Account.
 6. Attached hereto and marked as Exhibit "B" to this my Affidavit is a true copy of a Title Search Print, dated April 16, 2013 with respect to the aforesaid lands and premises.
- [6] Exhibit A is a December 12, 2012 statement of account (the "bill") which details professional services rendered. The reference on the bill is "RE: ATS Guerin Creek Estate Ltd." which I interpret to mean "at the suit of Guerin Creek Estate Ltd." referring to Action No. 42430, where the Putotos are defendants. The bill is detailed and makes specific reference to the within builder's lien claim action, to the Royal Bank foreclosure action, to other actions

which appear to me to be from other subtrades who would be potential lien claimants against 223 Fernie Place, as well as detailing legal work done to assist with a refinancing of the Royal Bank mortgage and paying out of various lien claimants.

- [7] There are entries which appear to me to specifically relate to most of the particulars of legal services set out in paragraph 4 a. through m. of Mr. Springford's affidavit. The bill commences with an entry on February 27, 2009 and concludes with an entry on January 6, 2012, and is for legal fees of \$56,710.00, with disbursements and taxes thereafter that bring the total account to \$65,895.05. The account is 10 pages in length.
- [8] In their response to this application, the Putotos oppose the granting of the order sought. The facts relied on by them are set out in their response, and in the affidavit of Eric Putoto made May 13, 2013 and filed May 24, 2013. The body of this affidavit, in its entirety, is as follows:
1. I am a defendant in this action and as such I have personal knowledge of the facts hereinafter deposed, except where the same are stated to be upon information and belief, and where so stated I verily believe the same to be true.
 2. In August of 2008 my wife and I were in the process of having a house built by a general contractor named Guerin Creek Estates Ltd. The general contractor commenced an action against us in the Supreme Court under the no.42430 Kamloops Registry on or about August 2008.
 3. During the period August 2008 to February 2009 the firm of Springford Patrick Law Corporation defended the action brought by Guerin Creek Estates Ltd. We paid approximately \$8,000 in fees to that firm for services rendered during the period August 2008 to February 2009.
 4. In March 2009 the firm of Springford Patrick Law Corporation presented a retainer agreement to us. A copy of that retainer agreement is attached to my affidavit and marked exhibit "A". To the best of my knowledge, my wife and I signed the retainer agreement and returned it to the law firm. We do not have a signed copy of the retainer agreement in our possession.
 5. The retainer agreement required the lawyers to bring the action to completion. The lawyers failed to do so.
 6. On January 10, 2013 Doug Springford wrote to us. An excerpt of his letter as it relates to the Guerin Creek Estates Ltd. action is attached and marked exhibit "B". The lawyer states that the Guerin Creek Estates Ltd. action has not been brought to a conclusion.
 7. The failure by the lawyers to bring the action to a conclusion has had a very serious consequence for my wife and I. It allowed the general contractor's sub-trades to sue us and to obtain a finding in this action that we had breached the contract, which we had with the general contractor.

8. The sub-trades obtained a judgment against us for approximately \$78,000 due to the finding that my wife and I breached our contract with the general contractor. We were required to pay off that judgment. In addition we were required to pay the sub-trades approximately \$16,000 in costs.
 9. The action of the lawyers has resulted in my wife and I almost losing our home on Fernie Place. The lawyers have not defended a proceeding in a Court that has resulted in preserving the Fernie Road property.
 10. The lawyers are still solicitors of record for my wife and I in this action. We find it objectionable that the lawyers would disclose solicitor/client privileged information in this fashion.
 11. It is our view that we owe nothing to the lawyers. We are contemplating bringing a Supreme Court action against the lawyers for negligence and breach of contract.
- [9] Paragraph 5 is not a "fact" which can be deposed to. It is a conclusion of law which may or may not be reached by a master or registrar reviewing the retainer agreement. The retainer agreement was exhibited to the affidavit. On its face, it does not appear to me to require the lawyer to bring the action (by which in court is referred to as Action No. 42430) to a completion. The retainer agreement commences with a notation that it is between the lawyer and the Putotos as "client" and is stated to be:

Re: Guerin Creek Estates Ltd. v. Eric Putoto and Lori Putoto

SCBC Kamloops Registry No. 42430

Our File #12213

- [10] The account appears on its face rendered in respect of the lawyer's file #12213. It contains references to legal work for many matters other than Action No. 42430, as set out above in paragraph 4.
- [11] On June 7, 2013, L. Douglas Springford made a further affidavit filed that day. I am advised that it was delivered to Mr. Burke, counsel for the Putotos, on the same day that it was made and filed, namely June 7, 2013.
- [12] It was obviously not delivered one full business day before the date set for the hearing, and thus does not comply with Rule 8-1(13) and (14) of the Supreme Court Civil Rules [Civil Rules]. Mr. Burke took objection to the admission of the affidavit.
- [13] The June 7, 2013 affidavit contains some evidence which ought to have been deposed to in the first affidavit. It also provides the entire letter, an excerpt of which was attached to Eric Putoto's affidavit as exhibit B.

- [14] It is appropriate for the court to have before it the facts. Had I been of the view that there was evidence provided by the second Springford affidavit which needed a response by the Putotos, I would have granted them an adjournment. For reasons which will become apparent, it was not necessary to do so.
- [15] The June 7, 2013 affidavit of Mr. Springford purports to depose to the deponent's view of the "fact" deposed that the retainer agreement required the firm to bring to completion the action brought against the respondents. That part of the affidavit is not deposing to a "fact," and similar to my disallowance of the analogous portion of the Putoto affidavit is considered struck out.
- [16] The June 7, 2013 affidavit clarifies that the lawyer remains on record for the Putotos in Action No. 42430. The affidavit restates what has already been set out in the body of the bill and in Mr. Springford's first affidavit, but then the deponent states:
6. In response to paragraph 9 of Mr. Putoto's Affidavit, the action of the Firm has in fact resulted in the preservation of the Respondents' ownership of their home, throughout the time during which the Royal Bank of Canada's attempt to foreclose the Lands and Premises, due to the Respondents' decision to delay further construction, and the Respondents were also being pursued in litigation by the general contractor, Guerin Creek Estates Ltd. Amongst other remedies, the general contractor was seeking to enforce a builder's lien. In addition, the herein action by the sub-trades was also commenced. The Firm, successfully negotiated restructuring of the financing of the Lands and Premises, redeemed, on behalf of the Respondents, the Royal Bank of Canada mortgage, and, in the herein action, negotiated security for the lien claims by way of a substitution of funds placed in trust in exchange for the release of liens that had been filed by sub-trades. Upon completion of that step, as an integral step to both the restructuring of the financing and discharge of the builder's liens, the Lands and Premises were preserved for the Respondents.
 8. The difference between the damages sought in the action brought by the general contractor and the herein action was approximately \$50,000. The court found in favour of the sub-trades because they had not been paid, and they had supplied materials as well as labour to the Lands and Premises. The herein action was based in the enforcement of a builder's lien. It was not based in contract.
 9. The Firm, has not ceased working for the Respondents. In fact, the matters in the herein action have been resolved by decision of the court, and the action by the general contractor has not proceeded because of an assignment into bankruptcy by the general contractor.
- [17] In their response, the Putotos rely in part on the oral reasons for judgment rendered by Mr. Justice Dley in these proceedings. Dley J. sets out the background facts and issue in the first five paragraphs of his reasons as follows:

- [1] THE COURT: Eric and Lori Putoto (the "Homeowners") retained Guerin Creek Estates Limited as the general contractor to build their home. Guerin Creek experienced financial difficulties and was unable to pay suppliers and subcontractors who have filed builders' liens against the property. The threshold question to determine the amount of money required to satisfy the lien claimants is whether Guerin Creek abandoned the construction, or if the Homeowners terminated the building contract. That is a factual question.
- [2] The affidavit material presents a stark contrast in the affairs between Guerin Creek and the Putotos.
- [3] David Bradley, the principal of Guerin Creek, says that his company continued to work on the home until its services were terminated by the Homeowners. Mr. Putoto says that there was little work being done on the home for some time. It became apparent that Guerin Creek was in dire financial [straits], and he concluded that the company had abandoned the project.
- [4] Under the provisions of s. 23(5) of the Builders Lien Act, SC.B. 1997, c. 45, the question of how the contract has ended is critical.
- [5] If the owners terminated the contract, they would be obligated to pay into court \$73,361.16 to discharge the liens. If Guerin Creek abandoned the contract, the amount required to discharge the liens is \$24,728.56.
- [18] Further on in his reasons for judgment he found the evidence of David Bradley to be unpersuasive with a memory that was not particularly clear on some of the issues. Similarly, he found Mr. Putoto's evidence to be non-persuasive and pointed out that his affidavit evidence resulted in a number of glaring inconsistencies in contrast to the evidence Mr. Putoto gave in court.
- [19] Dley J. concluded that the Putotos, by non-payment of an invoice from Guerin Creek, coupled with them ordering Guerin Creek off the construction site, terminated their contract for construction of the house at 223 Fernie Place. In the result, he found that the amount the Putotos were required to pay to discharge the lien claims was the full amount of those lien claims, namely \$73,361.16; they were also ordered to pay costs which, according to Mr. Putoto's affidavit, were "approximately \$16,000".
- [20] The starting point for determination of whether or not the lawyer is entitled to a lien is s. 79 of the LPA. Section 79(1) reads as follows:

Lawyer's right to costs out of property recovered

79 (1) A lawyer who is retained to prosecute or defend a proceeding in a court or before a tribunal has a charge against any property that is recovered or preserved as a result of the proceeding for the proper fees, charges and disbursements of or in relation to the proceeding, including counsel fees.

- (3) The court that heard the proceeding or in which the proceeding is pending may order the review and payment of the fees, charges and disbursements out of the property as that court considers appropriate.

[My emphasis]

- [21] The solicitor's lien does not in and of itself provide the right of the lawyer to the lawyer's account; the account must be reviewed pursuant to Part 8 of the LPA. I was advised that an appointment for review of the bill has been taken out and served, that a pre-hearing conference is set for August 19, 2013, and that the review is set for September 12, 2013.
- [22] Both counsel were helpful in providing me with the appropriate authorities to enable me to deal with this matter. Dealing first with the procedure to be followed, counsel for the Putotos submits that (and this is echoed by counsel for the lawyer) the main preservation, if any, was as a consequence of dealing with and ultimately refinancing to pay out the Royal Bank of Canada and end its foreclosure action. Mr. Burke submits that this application should have been brought in that foreclosure action.
- [23] I do not agree.
- [24] In *Henry v. Columbia Securities Limited* (1942), 58 B.C.R. 193, 4 D.L.R. 596 (C.A.), McDonald C.J.B.C. for the court considered a similar sort of what he referred to as "technical objection" where he writes (p. 198):

First it is objected that the proceedings for charging order were taken by summons headed in the matter of the Legal Professions Act, whereas they should have been headed in the action only. However, Robertson J. amended the style of cause to read in the action and even if the technicality was good, I think it was cured, and that amendment was rightly allowed. But I may say that I doubt whether amendment was necessary. From a rather superficial examination of the authorities, I rather infer that a heading in the cause is favoured because it permits of an ordinary summons being used, and thus saves costs, but that the other procedure is correct enough.

- [25] In a situation where the lawyer and the client make a retainer agreement which, although referencing one particular court file, involves litigation in other court files dealing with the same piece of property, which is the piece of property over which the solicitor's lien is claimed, it makes no sense to require separate applications in all actions relating to that property; it is sufficient if an application is brought in one of the actions in which matters affecting the property are placed in issue by the pleadings.
- [26] This action pertains to the same property as the foreclosure action and Action No. 42430. The property which is the subject of the within action is the same property over which the solicitor's lien is claimed. The application is brought in the correct court. I dismiss the client's objection that the notice of application is brought in the wrong court file.

- [27] In *Hosseini v. Oreck Chernoff*, 1999 BCCA 386, Mr. Justice Donald considered s. 79 of the LPA. He also considered a decision of Mr. Justice Burnyeat in *Amirkia v. Fiddes* (1998), 24 C.P.C. (4th) 109 (B.C.S.C.), and while deciding that *Amirkia* was probably correctly decided on the facts, restated the interpretation of s. 79 as follows:
- [26] In my judgment the parallel structure of the language must be given some meaning. A lawyer employed to prosecute a claim regarding property seeks to recover that property; a lawyer employed to defend the claim strives to preserve it. The relationship between the words connects the lien with the lawyer's employment. In other words, the lien must relate to what the lawyer was hired to do and what the lawyer accomplished; it can only go against the property that the lawyer recovered or preserved as the case may be.
- [28] As can be seen from reading paragraph 11 of Mr. Putoto's affidavit, the Putotos are seeking to prevent the solicitor's lien and defend the review of the lawyer's account, in part on the basis of an action for negligence and breach of contract.
- [29] How that issue might affect a claim for a solicitor's lien was considered by Burnyeat J. in *Albion Securities et al v. Nathanson et al*, 2003 BCSC 232, where he writes:
- [25] From the obiter dicta of Donald, J.A. in *Hosseini v. Oreck Chernoff* (1999) 65 B.C.L.R. (3d) 182 (B.C.C.A.), I conclude that the Court retains the ability to refuse the enforcement of a charge under s. 79 of the Act. Accordingly, I am satisfied that it follows that the Court can defeat a charge by ordering that the funds held by a solicitor be paid without condition to the former client of the solicitors even though there has not been an assessment of the accounts of the solicitors. However, I am satisfied that the Court should only interfere at this stage where it is very clear that the solicitor should not be entitled to a charge.
- [26] Where it can be shown that there is a strong prima facie case that the law firm has been negligent in their conduct as solicitors, the Court can conclude that the charge should not be maintained and that the funds should be released to the client. On an appeal of the question of whether a solicitors' charge should be maintained, Vickers, J. in *National Hav-Info Communications Inc. v. Poznaski*, [1995] B.C.J. No. 1174 (B.C.S.C.) stated:

... In *Re Smith* (1841), 4 Beav. 309 (Ch.), was a case of demonstrated negligence which also called the solicitor's integrity into question. The Court concluded the solicitor must be considered to have discharged himself and, accordingly, was not entitled to a lien.

The solicitor's ability to maintain a lien in the face of an allegation of negligence is an important issue. If the lien were lost on the mere assertion that a solicitor was not entitled to be paid because of his or her negligence, the lien would be of little value. In my view and given the provisions of the Legal Professions Act, if the lien is to be defeated by an order for production of documents, without security, then the client seeking production will have to satisfy the court that there is a prima facie case of negligence which has resulted in some damage to the client. It is not necessary to prove the case. That task is reserved for the trial. There must be some evidence to satisfy the trier of fact in chambers that the negligence alleged has some factual basis that, prima

facie, might later result in a finding of negligence causing damage or loss to the client. (at paras. 13-14)

- [27] In the case at bar, the allegation is not that the Respondents performed their duties in a negligent manner but, rather, that the Respondents will not be entitled to the amount charged under s. 79 of the Act on a subsequent assessment of their accounts rendered. The Petitioners submit that there is no basis at law for the Respondents to render an account on a quantum meruit basis after sending monthly accounts and that any final account should be based solely on time spent and disbursements incurred.
- [28] However, the separate proceeding under the Act will see a review of all of the accounts of the Respondents and not just the final account as a review of all accounts is what has been requested by the Petitioners. The assessment will determine the appropriate fees to be paid by the Petitioners. Upon that assessment and any appeals from the assessment, any balances remaining unpaid will be discharged from the funds which are subject to the solicitors' charge. I am satisfied that it will usually be the case that a solicitors' charge should not be discharged without a determination of the appropriateness of the accounts and that this determination can only be made after an assessment.
- [29] Unless it can be said that there is little or no possibility that the Respondents will be entitled to further fees and disbursements over and above what has already been paid, the assessment proceeding rather than these proceedings is the appropriate forum for the Petitioners to raise the questions that they wish to raise regarding the accounts rendered by the Respondents.
- [30] Without being seen to comment in any way on the arguments that will be raised by both parties at the assessment, I am satisfied that I can not now conclude that it is clear that the position taken by the Petitioners will prevail. At this stage and on this issue, I am satisfied that I should be guided by the criteria which would allow the Court to strike out pleadings as being scandalous, frivolous or vexatious.
- [31] I am satisfied that the criteria set out in Rule 19 (24) should apply in determining whether it is appropriate for the Court to interfere with the solicitors' charge which they claim pursuant to s. 79 of the Act or with the common law lien which is available to the Respondents. I am satisfied that the Order sought by the Petitioners should be made only where the Court can conclude that the lien is unreasonable, unnecessary, scandalous, frivolous, vexatious or otherwise an abuse of process of the Court.
- [30] Applying the criteria set out in what was at the time Rule 19(24) (now Rule 9-5(1) of the Civil Rules), I am not satisfied that there is little or no possibility that the respondents will be entitled to further fees and disbursements. I cannot now conclude that it is clear that the position taken by the Putotos will prevail. I do not find that a solicitor's lien would be unreasonable, unnecessary, scandalous, frivolous, vexatious or otherwise an abuse of process of the court, and thus am not prepared to dismiss the application on that basis.

- [31] In *Cliffs Over Maple Bay Investments Ltd. (Re)*, 2011 BCCA 346, Madam Justice Newbury, in a dissent with respect to much of what was at issue in the proceedings before the Court of Appeal, but writing for the majority with respect to the solicitor's lien, writes as follows:
- [24] Like its common law predecessor, the statutory lien or charging order is discretionary in the sense that it does not arise as a matter of right upon the satisfaction of the stated prerequisites. Rather, the court must be persuaded it would be "just and proper" to grant the privilege of a lien: *Henry v. Columbia Securities Ltd.*; *In Re Freeman & Freeman* (1942) 58 B.C.R. 193 (C.A.); and *Wilson, King & Co.*, *supra*, cited and confirmed in *Hosseini v. Oreck Chernoff* 1999 BCCA 386, 174 D.L.R. (4th) 685 (B.C.C.A.) at paras. 18-22.
- [25] Before exercising its discretion, the court must be satisfied that the solicitor recovered or preserved property as a result of the proceeding in which his or her fees and disbursements arise. The property against which the charge arises or attaches must be the property so recovered or preserved. Thus Donald J.A. stated for this court in *Hosseini*, *supra*:

A lawyer employed to prosecute a claim regarding property seeks to recover that property; a lawyer employed to defend the claim strives to preserve it. The relationship between the words connects the lien with the lawyer's employment. In other words, the lien must relate to what the lawyer was hired to do and what the lawyer accomplished; it can only go against the property that the lawyer recovered or preserved as the case may be. [At para. 26; emphasis added.]

- [32] In *Thompson v. Thompson*, 2000 BCSC 515, Madam Justice C. Lynn Smith cited with approval *Hosseini*, and in the latter part of para. 8 cited an extract from *Wilson, King & Co. v. Lyall (Trustees of)* (1987), 12 B.C.L.R. (2d) 353 (B.C.C.A.) as follows:

It is quite irrelevant that the lawyers acted with complete propriety in discharging their professional obligations to their client. It is not a case of their being deprived of a lien by some fault upon their part. It is rather a case of not qualifying for the extraordinary privilege of a lien because they cannot meet the test of satisfying the court that they preserved property and that it would be just and proper to grant that privilege.

- [33] That is the situation the lawyer was facing in *Henry*, and in my view is the situation the lawyer faces here.
- [34] The lawyer was retained by a client who had a Royal Bank of Canada construction mortgage and a house under construction with several liens ultimately filed against it. It would appear that the foreclosure was resolved by refinancing. The details of the refinancing were not in evidence. A refinancing which prevents a foreclosure may be viewed as preserving property. The evidentiary basis for such a conclusion has not been provided.
- [35] No property was preserved by the actions of the lawyer in this action. The claims of lien were allowed essentially as claimed, not in the reduced amount argued by the lawyer on the Putotos' instructions. The claim of *Guerin Creek* remains outstanding.

- [36] I conclude that the evidence does not meet the test of satisfying the court that the lawyer preserved the property and that it would be just and proper to grant the privilege of a solicitor's lien.
- [37] The application is dismissed with costs to the Putotos, which I fix at \$500.00 all inclusive pursuant to Rule 14-1(15) of the Civil Rules. No execution on the costs is to take place until the completion of the review of the lawyer's bill.

"Master R.W. McDiarmid"

MASTER McDIARMID

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://www.bccourts.ca/jdb-txt/SC/13/10/2013BCSC1093.htm>

CASE PAGE <https://chat.esheria.ai/case-law/canada/central-valley-mechanical-ltd-v-putoto-2013>

Prepared on 29 October 2026 · Esheria