



Civil Resolution Tribunal

Date Issued: April 22, 2025

File: SC-2024-000507

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Lillow v. McConnachie*, 2025 BCCRT 498

B E T W E E N :

JADE LILLOW

APPLICANT

A N D :

LESLEY MCCONNACHIE

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Micah Carmody

INTRODUCTION

1. Lesley McConnachie does business as Hunny-Do Ranch. Jade Lillow bought a “half beef”, which is half a cow, butchered and wrapped, from Ms. McConnachie.

2. Ms. Lillow says she did not receive the quantity of meat she should have received. She also says she cannot eat it because it may not be safe. She wants a full refund of the \$1,865 she paid for the half beef. Ms. Lillow represents herself.
3. Ms. McConnachie says Ms. Lillow got exactly what she paid for. She says the beef is perfectly safe to eat and was inspected, cut and wrapped properly. Ms. McConnachie represents herself.

JURISDICTION AND PROCEDURE

4. These are the formal written reasons of the Civil Resolution Tribunal (CRT). The CRT has authority over small claims brought under section 118 of the *Civil Resolution Tribunal Act* (CRTA). Section 2 of the CRTA says the CRT's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly.
5. The CRT conducts most hearings by written submissions, but it has discretion to decide the hearing's format, including by telephone or videoconference. Based on the evidence and submissions provided, I am satisfied that I can fairly decide this dispute without an oral hearing.
6. Section 42 of the CRTA says the CRT may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in court.
7. Where permitted by section 118 of the CRTA, in resolving this dispute the CRT may order a party to pay money, return personal property, or do things required by an agreement about personal property or services. The order may include any terms or conditions the CRT considers appropriate.

ISSUES

8. The issues in this dispute are:

- a. Did Ms. McConnachie misrepresent the half beef's weight or value?
- b. Was the half beef safe to consume?
- c. What remedy, if any, is appropriate?

EVIDENCE AND ANALYSIS

9. As the applicant in this civil proceeding, Ms. Lillow must prove her claims on a balance of probabilities, meaning more likely than not. While I have considered all the parties' evidence and submissions, I only refer to what is necessary to explain my decision.
10. On December 9, 2023, Ms. Lillow called Ms. McConnachie and ordered the half beef. The half beef had already been cut and wrapped by Ms. McConnachie's butcher when Ms. Lillow agreed to purchase it. So, she did not get to specify the cuts.
11. Ms. Lillow received the half beef on December 18. As shown in her texts to Ms. McConnachie, she received three boxes. She felt she must have been missing a box or two. She sorted and weighed everything and texted her notes to Ms. McConnachie. The total weight was 120 lbs. Ms. Lillow then took the weight of each package and priced it at Ms. McConnachie's listed prices for the cuts when sold individually. That price list is in evidence. Ms. Lillow determined that had she bought the cuts individually, she would have paid \$1,443.65, which was \$421.35 less than the \$1,865 she paid for the half beef. Ms. McConnachie does not dispute Ms. Lillow's measurements or calculations, and I accept them.

Did Ms. McConnachie misrepresent the half beef's weight or value?

12. Although she does not use the exact terms, Ms. Lillow in effect argues that Ms. McConnachie negligently misrepresented the quantity of beef Ms. Lillow was purchasing. As I explain below, I agree.

13. To prove negligent misrepresentation, Ms. Lillow must show that Ms. McConnachie made a representation that was untrue, inaccurate, or misleading, that Ms. McConnachie breached the standard of care in making the misrepresentation, and that Ms. Lillow reasonably relied on the misrepresentation to her detriment (see *Queen v. Cognos Inc.*, 1993 CanLII 146 (SCC)).
14. Ms. Lillow purchased the half beef based on an information sheet that I infer she retrieved on the Hunny-Do Ranch website or social media page. That info sheet said the weight of the meat received is approximately 70% of the hanging weight, due to trimmings and bone scraps. As shown in the parties' texts, this half beef was sold based on a hanging weight of 233 lbs. So, Ms. Lillow expected to receive approximately 163 lbs of meat, give or take.
15. As noted above, Ms. Lillow received 120 lbs, or 52% of the hanging weight. So, I find Ms. McConnachie's representation that Ms. Lillow would receive approximately 70% of the hanging weight was inaccurate.
16. I also accept Ms. Lillow's evidence that part of the reason she bought the half beef was to save money compared to buying individual cuts. The info sheet itself posed the question "Is it cheaper to buy a side of beef?" and answered unequivocally that it was. In Ms. Lillow's case, that turned out to be untrue.
17. As a supplier of meat, Ms. McConnachie had an obligation to her customer Ms. Lillow to ensure her representations about prices and quantities were reasonably accurate. In her defence, Ms. McConnachie relies on a statement from her butcher who processed the half beef that Ms. McConnachie purchased. The butcher said it cut the half beef in typical boneless fashion. It did not weigh the final product because its processing fee is based on the hanging weight. However, the butcher said they expected those sides to produce cuts weighing approximately 50% of their hanging weight due to their size and boneless cut. I accept that evidence. I also note the evidence shows that Ms. McConnachie's current half beef info sheet says customers can expect to receive 55-60% of the hanging weight. The evidence together suggests Ms. McConnachie's earlier info sheet was too optimistic about

weight retention. Based on that, I find Ms. McConnachie breached the standard of care. Specifically, she breached her obligation to ensure her advertisement for the half beef was reasonably accurate in describing the finished weight Ms. Lillow would receive. I find this does not need expert evidence to prove because it is an obvious breach.

18. I find it was reasonable for Ms. Lillow to rely on the info sheet, since it was an advertisement from Ms. McConnachie to sell beef to customers in bulk. Ms. McConnachie says the parties discussed on the phone how the half beef was cut and packed, so she knew exactly what she was getting. Specifically, she says she went over the “cut sheet” she sent to the butcher. She says the cuts were all boneless, and this is why Ms. Lillow’s half beef weighed less than a typical custom cut might. However, the cut sheet does not provide an estimated weight or quantity for any type of cut. Ms. McConnachie does not say she knew the weight of the cuts or explained to Ms. Lillow that she would be getting 120 lbs or about 52%, rather than the advertised 70%, of the hanging weight. So, it was reasonable for Ms. Lillow to continue to rely on the representations in the info sheet.
19. Lastly, I find Ms. Lillow relied on the representations to her detriment. I accept that she would not have bought the half beef had she known she was only getting 120 lbs of meat and paying more than market price for the individual cuts.
20. With that, I find Ms. Lillow has established that Ms. McConnachie negligently misrepresented the weight and value of the meat Ms. Lillow would receive when she purchased the half beef.

Is the beef safe to consume?

21. Ms. Lillow says she cannot eat the half beef because she has no idea if it is safe. She says she does not believe it was properly inspected, and she believes it was sold illegally and without a licence. I have reviewed both parties’ correspondence with an officer with the BC Government’s Food Safety Inspection Branch. While the evidence indicates the cuts Ms. Lillow received should have had more detailed

labels, it does not suggest the meat Ms. Lillow purchased was unsafe for consumption. Further, I find Ms. Lillow's submissions that the timing of the half beef's delivery to the butcher and to her somehow made the meat unsafe purely speculative.

Remedy

22. The remedy for negligent misrepresentation may be rescission, damages, or a combination of the two. Rescission, where the contract is set aside and the parties are restored to their original positions, is not possible here. Damages for misrepresentation generally seek to put the injured party in the position they would have been in had the other party not made the representation. Had Ms. McConnachie not made the misrepresentations, Ms. Lillow would not have bought the half beef from her. So, I find Ms. Lillow is entitled to a refund, less the market value of the meat she received. In the absence of evidence or submissions to the contrary, I find the \$1,443.65 retail price Ms. Lillow calculated is the market value of the meat she received. Subtracting that from \$1,865 means Ms. Lillow's damages are \$421.35.
23. The *Court Order Interest Act* applies to the CRT. Ms. Lillow is entitled to pre-judgment interest on the \$421.35 from December 19, 2023, to the date of this decision. This equals \$26.64.
24. Under CRTA section 49 and the CRT rules, a successful party is generally entitled to reimbursement of their CRT fees and reasonable dispute-related expenses. Ms. Lillow was partially successful, so I find she is entitled to reimbursement of \$62.50 for half her \$125 in paid CRT fees. Neither party claims dispute-related expenses.

ORDERS

25. Within 21 days of the date of this decision, I order Ms. McConnachie to pay Ms. Lillow a total of \$510.49, broken down as follows:
 - a. \$421.35 in damages,

- b. \$26.64 in pre-judgment interest under the *Court Order Interest Act*, and
- c. \$62.50 in CRT fees.

26. Ms. Lillow is entitled to post-judgment interest, as applicable.

27. This is a validated decision and order. Under section 58.1 of the CRTA, a validated copy of the CRT's order can be enforced through the Provincial Court of British Columbia. Once filed, a CRT order has the same force and effect as a court order.

Micah Carmody, Tribunal Member