No. C874510

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:	
THE ORIGINAL LEATHER FACTORY LTD.	
PLAINTIFF	REASONS FOR JUDGMENT
AND:	
WELLINGTON INSURANCE COMPANY ART LANGLEY INSURANCE AGENCY LTD. and JOHN CHARLTON	OF THE HONOURABLE
DEFENDANTS	MR. JUSTICE DAVIES
AND:	
ART LANGLEY INSURANCE AGENCY LTD. and JOHN CHARLTON	
THIRD PARTIES	

D. A. Cave, Esq.	Counsel for the plaintiff
F.G. Potts, Esq. and J.L. Lindsay, Esq.	Counsel for the defendant Wellington Insurance Company
M.M. Skorah, Esq.	Counsel for the defendants

	Art Langley Insurance Agency Ltd. and John Charlton
Date and place of trial	April 25-28, 1989, December 11-15, 1989, and January 2-3, 1990 at Vancouver, British Columbia.

The plaintiff claims indemnity under a "Business Saver" insurance contract which it entered into with the defendant Wellington Insurance Company on January 23, 1987. In particular the plaintiff claims:

1. Loss of business income	$12,803.00
2. Additional interest costs	$12,236.90
3. Value of lost inventory	$123,775.41
4. Repairs of break-in damage	$1,651.86
5. Knills Alarm System repairs	$930.00
6. Accounting fees	$1,208.00
Total	$152,605.17

Alternatively, the plaintiff claims against the defendants John Charlton and Art Langley Insurance Agency Ltd. for damages for negligence or breach of contract in failing to take such reasonable care as was necessary to ensure that the plaintiff's application for insurance was correct.

The defendant Wellington Insurance denies the plaintiff's claim for indemnity on the ground that in its initial application for insurance in January 1985 the plaintiff misrepresented or fraudulently omitted information with respect to the following: first, that it had previously never had insurance declined or cancelled and, second, the amount of its loss in a burglary in

August 1984.

The plaintiff is owned by Hilda Mendel, wife of the principal and manager of the plaintiff's business, Alec Mendel. At the time of the loss the plaintiff was operating a leather tailoring shop on Esplanade Street in North Vancouver, B.C. The plaintiff's business is the manufacture and sale of ready made and made to measure leather clothing. Alec Mendel and his family have been in the leather tailoring business for a number of years. Prior to moving to the West Esplanade location in May of 1987, he had carried on business for five or six years at 1310 Marine Drive, North Vancouver, B.C. Before that he, along with several members of his family and two others, owned a company which conducted a leather manufacturing business in Gastown. Unfortunately this business went into bankruptcy, which probably is the reason all the shares of the plaintiff are owned by Mrs. Mendel.

In August of 1984 approximately $40,000 in stock was stolen from the plaintiff's place of business, then located on Marine Drive. At that time the plaintiff was insured by Commercial Union Assurance Company under a policy issued April 14, 1984, which was to run to April 14, 1985. The $40,000 coverage on the stock had an 80 per cent co-insurance clause. As a result of the co-insurance clause, the loss was adjusted and $33,215.90 was the amount paid to the plaintiff. This resulted in a loss to the plaintiff of approximately $5,500.00. The plaintiff had difficulty in settling the value of the loss of inventory with the insurer as there was neither inventory of stock nor proper records of manufacturing costs available. The value of the inventory came down to Mr. Mendel's memory, which proved to be less than accurate on numerous occasions during the course of this trial.

Mr. Mendel became involved in a dispute with the plaintiff's insurance broker at that time, Sterling Insurance Agencies Ltd.

Mr. Mendel maintained that in July 1984 he had arranged by telephone to increase his insurance coverage. He accused Sterling Agencies of bad faith and wrote letters of complaint to the Superintendent of Insurance. This dispute ended in a law suit being commenced by the plaintiff, which was subsequently abandoned. It became evident at this trial that the allegations made against Sterling Insurance Agencies were unfounded.

In the fall of 1984 Mr. Mendel asked Mr. Henry Schwang, of H. Schwang Insurance Agencies Ltd., to take over the plaintiff's insurance needs. On the advice of Mr. Schwang, the plaintiff increased its insurance coverage at an additional cost of $320.00, making the total cost of insurance $988.00 for the year ending April 14, 1985.

In December 1984 a representative of the Commercial Union Assurance Company contacted Mr. Schwang advising that, due to the plaintiff's recent claim, the company had discovered that the policy was under-rated and, as a result, they would be charging a new annual rate which, when pro rated for the increased coverage, would increase the additional premium to $426.00. Therefore, they were looking for an additional $106.00 over and above the $320.00 already paid. Mr. Mendel was very upset when advised of the additional premium. He told Mr. Schwang he was not prepared to pay anything more. Mr. Schwang then informed the Commercial Union that the plaintiff would not pay the additional premium and that he would be looking for a new insurer. Soon thereafter Mr. Schwang received a memo from Commercial Union confirming the amount of the increased premium and his advice that he would be replacing Commercial Union on the risk early in January 1985.

Mr. Schwang arranged insurance for the plaintiff with the Herald Insurance Company to be effective January 16, 1985, at a premium cost of $1,075.00. The coverage in the binder included

$80,000.00 on contents and $30,000.00 on earnings, which was the same coverage as the increased coverage with Commercial Union. However, prior to learning of the placing of the insurance and because Mr. Mendel had become disenchanted with Mr. Schwang and the Commercial Union Company over the increased premium, Mrs. Mendel telephoned Mr. Charlton at the offices of Art Langley Insurance Company on or about January 7, 1985 and asked if he would be interested in quoting on their business insurance. Mr. Charlton attended at the plaintiff's shop two or three days later.

It is on the occasion of Mr. Charlton's first visit to the plaintiff's business that the defendants allege that Mr. Mendel made material misrepresentations or fraudulent omissions which void the contract of insurance. Mr. Mendel says that he was busy when Mr. Charlton arrived; that he handed him his insurance file, told him he wanted the same coverage he presently had, that "everything is in there", and that if Mr. Charlton had any questions, to ask him. At trial Mr. Mendel maintained that the file contained the Commercial Union policy, all the documentation regarding the August 1984 break-in, and copies of his correspondence complaining of the coverage under that policy. He said Mr. Charlton studied the file for five to ten minutes, and that he asked no questions about the existing insurance or whether there had been any previous cancellations, declinations, or previous losses.

However, as a result of his responses and the manner of his responses to the questions asked in extensive cross-examination by counsel for the defendants, I have concluded that Mr. Mendel was a completely unreliable witness. He was evasive in answering questions asked with respect to significant events. On many occasions he was obviously searching for answers that would favour his case. A number of times he contradicted himself on material points in evidence, such as whether he understood that a large loss

would be important for an agent to know when completing an application, or whether a history of claims would increase an insurance premium.

Unfortunately, Mr. Charlton's evidence was not consistent as to what occurred at their first meeting. He was questioned or gave an account of his involvement in this matter on four occasions: in a deposition January 8, 1988; in an affidavit prepared for him by Mr. Cave March 9, 1988; at his discovery January 1989; and at trial. His recollection varied on several occasions as to what was said and done at the time of his visit. However, after having observed Mr. Charlton testifying, I believe the inconsistencies arose because of his concern to be truthful, that is, not to make a statement unless he was absolutely sure of its truth.

As at January 1985 the Wellington Company's "Business Saver" insurance policy was less than a year on the market. It gave a package coverage for small businesses at very competitive rates, provided that the businesses qualified under the guidelines published by the company in a brochure distributed to all of its agents. All Wellington agents offering the Business Saver package had attended a seminar about the coverage offered under the policy, and at that time they were told the conditions that had to be met before a business could qualify. One criterion for an applicant was that it could not have suffered more than one loss in the previous three years.

At trial, Mr. Charlton first said that he was "pretty sure" he would have asked Mr. Mendel whether he had ever been cancelled or declined insurance, and also for particulars of any claims which he had made. However, in cross-examination he said he got the loss history from the file. He said the file did contain a letter indicating payment of approximately $1,200.00 in August of 1984 as a result of a break and enter. He had a blank Business Saver

application with him during his visit and he noted some particulars of the business, the building, and the alarm system protecting the premises, which he said he obtained from Mr. Mendel. He also noted the loss of $1,200.00 in August 1984 on the application.

Another unfortunate aspect of this case is that the insurance file, which Mr. Mendel said contained everything relating to his insurance for at least a year, has gone missing. The only important document remaining is the Commercial Union policy. At his discovery Mr. Mendel said that he had sent the file to his lawyer in December of 1984 to commence an action against Sterling Agencies. However, at trial he changed his evidence on this point by saying that he had sent the file to his lawyer in January of 1985. This is, of course, significant for if he had indeed sent the file to his lawyer in December, the documents relating to the August 1984 loss would not have been available when Mr. Charlton perused the file. However, the evidence establishes that the file was an inch or two thick when it was handed to Mr. Charlton.

Mr. Charlton knew the coverage the plaintiff was seeking. He gained that either during his initial telephone conversation or on the day of his visit. He said he perused the file and saw no indication of insurance being declined or cancelled, nor of any claims made, with the exception of one letter or document relating to payment of approximately $1,200.00 relating to a break and enter in August of 1984. He saw no reference to the Sterling Agencies dispute nor any correspondence with the Superintendent of Insurance.

Mr. Charlton is an agent well regarded in the insurance industry. He was an insurance underwriter for 26 years before becoming an insurance agent in 1978. I do not believe that a man of his experience would not go through an insurance file carefully, particularly if he did not ask the applicant the most important

questions asked in the application. If all of the documentation relating to the loss was in the file, as Mr. Mendel insists it was, it should have been apparent to Mr. Charlton. However, I agree with Mr. Davis, President and Manager of Davis Insurance Agencies Ltd. that, having found a document or letter relating to a payment in August of 1984, Mr. Charlton should have made further inquiry. Also, I believe he should have gone through the application with Mr. Mendel, question by question. I am at a loss to understand his failure to specifically inquire and note responses on all material matters in the application, particularly when he showed such care when it came to finalising the coverage. I would assume one of the reasons for his failure to do so would have been the abrupt manner in which he was handled by Mr. Mendel.

In any event, when Mr. Charlton left the plaintiff's shop he did not believe the plaintiff's business would qualify for the Business Saver package because he considered the plaintiff to be a manufacturer, which was not an acceptable business under the Wellington Business Saver guidelines. On returning to his office, he telephoned Mr. Frank Newlove, an underwriter with Wellington, and a long time acquaintance. After some discussion, Mr. Newlove was prepared to accept the plaintiff as a tailoring business. Mr. Charlton then completed the application by inserting the rate and premium, which was $448.00. Mr. Mendel was given that amount by telephone a day or two later.

On January 23rd, Mr. Mendel telephoned Mr. Charlton and instructed him to go ahead with the Wellington policy. No doubt he made that call because of the very heated meeting he had that very day with Mr. Schwang. On that day Mr. Schwang had called at the shop to collect for a floater policy he had secured to cover the plaintiff's stock at an exhibition, and also to inform Mr. Mendel that he had arranged insurance with the Herald Insurance

Company at an annual premium of $1,075.00. At the same time Mr. Schwang asked Mr. Mendel for the Commercial Union policy, advising that he wished to return it to avoid cancellation. An argument ensued, during which Mr. Mendel refused to return the policy, and which culminated with Mr. Schwang being asked to leave. Mr. Schwang wrote to the plaintiff January 24th stating that he had instructed the Commercial Union to cancel the policy. In fact, notice of cancellation was sent to the plaintiff January 25, 1985, which was to be effective fifteen days from the date of mailing.

Mr. Charlton mailed the plaintiff's application to Mr. Newlove on January 23rd, along with the memorandum explaining the rating that he used. The application stated that there had been one break-in, but that since the break-in there had been a Knill's central alarm system installed. On January 28th Mr. Newlove telephoned Mr. Charlton stating that he had recalled a newspaper article of a loss involving the Original Leather Factory. He asked if that was the loss referred to in the application. In fact there had been a picture of Mr. Mendel and a story in the North Vancouver newspaper August 29, 1984, describing a break-in and a loss of $65,000.00 in leather goods. Mr. Charlton told Mr. Newlove that the loss noted in the application was the only loss he was aware of, but that in any event everything should be okay because an alarm system had since been installed. Mr. Charlton made a memo to his file of his conversation, the last sentence of which was as follows, "Frank agreed and said he would issue the policy".

The policy was issued and subsequently renewed in January 1986 and again in January 1987.

After careful review of the evidence, I have concluded that Mr. Charlton was misled by Mr. Mendel; that the brief conversation at their first meeting was by design, and that the information relating to the loss in August of 1984 was not in the file. Mr.

Mendel was knowledgeable about what would be important to an insurer in placing insurance for a new client. He has been involved in several claims. In April 1983 he had a claim for $2,000.00 for lost inventory as a result of a break and enter. He claimed theft of a leather coat in July 1984 for which he was reimbursed and, of course, there was the large loss in August 1984. He had been involved in a lengthy dispute with the Commercial Union regarding the extent of the plaintiff's loss, the amount of coverage, and the cost of increasing his coverage. He knew that as a result of his loss experience the premium he would pay in 1985 would be considerably higher than the amount paid in 1984. He already knew that the cost of just increasing his coverage was $426.00. I believe he was looking for insurance coverage from a new company without having to pay a high premium because of his loss experience.

Mr. Mendel gave the file to Mr. Charlton, with the policy in it, saying he wanted the same coverage. He then left him with the file. I am convinced the file at that time did not contain the information concerning the August 1984 robbery. That documentation must have been missing for, had it been there, I am sure it would have been noted by Mr. Charlton. Mr. Mendel knew that the Commercial Union Company would want approximately $1,000.00 for the coverage he presently had. Further, when he told Mr. Charlton to place insurance with Wellington he knew that the cost to insure for the same coverage with the Herald Company would be $1,075.00. Yet he said nothing about the marked difference in premiums. The reason for the difference was obvious - the Herald Company had been told of his losses.

A number of experts in the insurance industry were called at the trial. All who knew Mr. Charlton agreed that he was both experienced and well respected in the insurance industry. He knew

the importance to an underwriter of the information concerning cancellations, declinations, and previous losses. He said it was his normal practice to ask those questions of a client. After extensive cross-examination he said he was "pretty sure" he asked about cancellations and declinations, but he admitted that the information he noted on the application was obtained from the file. He said that he was looking for information on claims when he perused the file and that the only thing he saw regarding a claim was indication of a payment of $1,200.00 on a breaking and entering in August 1984. This was not the extent of the loss but was, no doubt, a partial payment. Mr. Charlton knew what to look for in documentation relating to claims. Mr. Mendel was insistent that all the documentation relating to the loss was in the file and that all the correspondence relating to his dispute with Sterling Agencies on coverage of the stock was also there. That much evidence of a substantial loss would not escape a man with the experience of Mr. Charlton, particularly when he was looking for evidence of losses.

THE LAW

There are a number of issues raised in this case. However, the first issue is the Insured's duty of disclosure. Did the actions of Mr. Mendel on behalf of the plaintiff amount to a material non-disclosure?

Duty to Disclose

The general principle is that an insured has a duty to conduct himself or herself with the utmost good faith - to be honest and straight forward and to make full disclosure of all material facts that relate to the risks to be insured. Big Bend Hotels Ltd. v. Security Mutual Casualty Co. et al (1980), 19 B.C.L.R. 102 (S.C.), confirmed the view as set out in Brownlie v. Campbell (1880), 5 App. Cas. 925 at 954 (H.L.):

> "In policies of insurance, whether marine

> insurance or life insurance, there is an understanding that the contract is uberrima fides, that if you know any circumstance at all that may influence the underwriter's opinion as to the risk he is incurring and consequently as to whether he will take it, or what premium he will charge if he does take it, you will state what you know. There is an obligation there to disclose what you know; and the concealment of a material circumstance known to you, whether you thought it material or not, avoids the policy."

Whether a breach of duty to disclose is characterized as an omission or a misrepresentation may be significant. The case of Chenier v. Madill (1973), 43 D.L.R. (3d) 28 (Ont. H.C.) said that a misrepresentation, i.e., the giving of false particulars requiring a positive statement, need only be material but need not be shown to be fraudulent. On the other hand, an omission requires fraud proven on the balance of probabilities. It requires a deliberate concealment of circumstances with the intention of deceiving.

With respect to an omission, the onus is on the defendant to prove actual fraud, by establishing a false representation made:

1. Knowingly, or
2. Without belief in its truth, or
3. recklessly, without caring whether it was true or false.

This is the test of actual fraud as set out in Derry v. Peek (1889), 14 App. Cas. 337, and confirmed by this Court in Kruska v. Manufacturers Life Ins. Co. (1984), 54 B.C.L.R. 343, and more recently in McLean v. The Paul Revere Life Ins. Co., (unreported)

March 6, 1990, New Westminster Registry No. C881204. Both a misrepresentation and an omission must be material before they will void the policy.

In Yorkshire Trust Co. Ltd. v. Laurentian Pacific Insurance Co. et al, [1987] 1 I.L.R. 8403 (B.C.S.C.), Taylor J. (as he then was) held that to defend successfully on the ground of non-disclosure (as opposed to mis-disclosure), the insurer must show the omissions to have been fraudulent, resulting from intent to mislead. However, in a later decision by the Court of Appeal of this Province, in Manufacturers Life Insurance Co. v. Ellis (1988), 27 B.C.L.R. (2d) 144, the Court held that in respect of an application for reinstatement of a life insurance policy, neither a wilful misrepresentation nor an intent to defraud is necessary. Rather, failure to disclose a fact material to the risk is sufficient to void the policy. The insurer bears the onus to show that a policy is void by reason of a material misrepresentation.

The statutory conditions as set out in the Wellington policy are as follows:

> "MISREPRESENTATION
>
> 1) If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge of the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.
>
> (My Emphasis)

. . . .

MATERIAL CHANGE

4) Any change material to the risk and within the control and knowledge of the Insured voids the contract as to the part affected thereby, unless the change is promptly notified in writing to the Insurer or its local agent, and the Insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the contract, or may notify the Insured in writing that, if he desires the contract to continue in force, he must, within 15 days of the receipt of the notice, pay to the Insurer an additional premium, and in default of such payment the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

. . . .

SEC. I & II

CONCEALMENT OF FRAUD

2) This policy is void if you have intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

. . . .

CONFORMITY WITH STATUTE

Any terms of this policy that are in conflict with the laws of the province in which it is

> issued are changed to conform to such laws."

In this case I have concluded that Mr. Mendel, acting on behalf of the plaintiff, deliberately withheld information regarding the loss in August 1984, knowing that it would affect the premium. Further, he gave the plaintiff's insurance file to Mr. Charlton stating that it contained everything with respect to the plaintiff's insurance history for at least one year, when in fact it did not have the documentation relating to the August 1984 loss.

The question then arises as to whether or not that omission or failure to disclose was material to the risk. The test as to what is material is set out in Big Bend Hotel, supra, at p. 106:

> "... whether the mind of a prudent insurer would be affected, either in deciding whether to take the risk at all or in fixing the premium, by knowledge of a particular fact if it had been disclosed. The fact must, therefore, be one affecting the risk. If it has no bearing on the risk, it need not be disclosed; ...."

The Court then goes on to say that the test to be applied is an objective one:

> "The test is not what is material to the plaintiff but what a reasonable insurer would have done or how a reasonable insurer would have reacted to the true facts."

Mr. Newlove, senior underwriter for Wellington Insurance, gave evidence that if the company had known of two losses, the insurance would not have been written. Therefore, the omission of information concerning the losses in August 1984, July 1984, and

in 1983, was clearly material to the risk.

There are two further issues: first, is the defendant Wellington estopped in denying coverage on the ground of a fraudulent omission if it had some knowledge of a loss in 1984 and, second, is it further estopped, having rewritten the policy in 1986 and 1987?

Estoppel

The Court of Appeal of this Province established the law with respect to estoppel and waiver in insurance contracts in D.S. Ashe Trucking Ltd. v. Dominion Insurance Corporation, [1966] 55 W.W.R. 321. In that decision, at p. 352 the Court cited with approval from Caspersz on Estoppel (4th ed.) at p. 67:

> "While a waiver is not in the proper sense of the term a species of estoppel, yet where a party to a transaction induces another to act upon a reasonable belief that he has waived or will waive certain of his rights, which he is entitled to assert, he will be estopped from insisting upon them to the prejudice of the one misled."

The Court also quoted from the Ontario Court of Appeal decision in Canadian Bank of Commerce v. London and Lancashire Guarantee and Accident Co. of Canada, [1958] O.R. 511, 14 D.L.R. (2d) 623, adopting the language of Globe Mutual Life Insurance Co. (N.Y.) v. Wolff (1877), 95 U.S. 326 at p. 333:

> "The doctrine of waiver, as asserted against insurance companies to avoid the strict enforcement of conditions contained in their policies, is only another name for the doctrine of estoppel. It can only be invoked where the conduct of the companies has been

such as to induce action in reliance upon it, and where it would operate as a fraud upon the assured if they were afterwards allowed to disavow their conduct and enforce the conditions."

(My Emphasis)

The defendant Wellington, through Mr. Newlove, had some knowledge of a loss in August of 1984. Relying on the test set out in D.S. Ashe, supra, it is my view that Wellington's knowledge of a loss and its proceeding with a placement of insurance cannot be taken as working a fraud on the plaintiff if Wellington subsequently enforces the conditions in the contract. Mr. Mendel, on behalf of the plaintiff, has not established that the insurer's conduct induced his failure to disclosure - that is, that in reliance on a belief induced by the insurers that he need not disclose previous losses, he omitted to do so. The fraudulent non-disclosure by the plaintiff preceded any carelessness and perhaps negligence on the part of Mr. Charlton and/or Mr. Newlove. Surely, the plaintiff cannot say - "well, even if I am guilty of non-disclosure of material information, I should be relieved of my wrong by the subsequent conduct of the defendants". Not only were the defendants unaware of the size of the loss in August 1984, they were also unaware of the losses in July 1984 and July 1983.

For the above reasons, Wellington is not estopped in denying coverage on the basis that it had some knowledge of a loss in 1984.

The Effect of the Renewals

In Liverpool and London and Globe Insurance Co. v. Agricultural Savings and Loan Co. (1902), Vol. 33 S.C.R. 94, the Supreme Court of Canada found that subsequent renewals were invalid where there had been misrepresentations in an initial application for insurance - the reason being that there had never been a

valid contract because the policy was vitiated by fraud ab initio. In considering the status of such renewals, Chief Justice Taschereau at p. 101 said:

> "It seems to me inconsistent and illogical, after determining that the first policy was invalid, to assume that it could be in law continued or renewed, without waiver or estoppel which are not, in the least, contended for here."

The Chief Justice stated further at p. 102:

> "Now the insured obtained the appellants' assent to this contract by his concealing from them that he had previously deceived them. By applying for a renewal, instead of a new policy, he impliedly represented to them that he had previously a valid contract with them, which he knew was a false representation. He induced them by his conduct to believe in a state of facts which, to his knowledge, was not true. By the very form and terms of the receipt, he knew that they contracted with him on the assumption that he had been insured with them previously, and he, knowing the contrary, suppressed the truth from them, and that, under the circumstances, was in law equivalent to fraudulent misrepresentation."

Further, the Court said at p. 112:

> "... I am of the opinion that the applicant's covenant, already set out, making the truth of his answers to the questions put to him on matters within his knowledge and material to

> the risk the basis of the liability of the company and a condition of the contract, settles the question. The truthfulness of the answers is a condition precedent of the liability of the company attaching.
>
> If any doubt remains upon the point, it would seem to me to be removed by the first statutory condition which was admittedly binding on this contract and which expressly provides that the misrepresentation or suppression of circumstances material to the risk by the applicant renders the insurance of 'no force' in respect of the property in regard to which the misrepresentation or omission is made."

Similarly, the statutory conditions in the Wellington Insurance policy expressly state that where an insured misrepresents or fraudulently omits to communicate material information, the contract is void as to any property in relation to which the misrepresentation is material. Therefore, by applying the reasoning of the Court in the Liverpool and London decision, Wellington is not estopped in denying coverage on the ground of having rewritten the policy in 1986 and 1987. There was never a valid contract because the policy was vitiated by a fraudulent omission ab initio.

The plaintiff's claim is therefore dismissed, with costs to the defendants.

"W.H. DAVIES, J."

April 19, 1990
Vancouver, B.C.