Citation: Schrof v Schrof, 2025 MBCA 71
Date: 20250812
Docket: AI24-30-10101

IN THE COURT OF APPEAL OF MANITOBA

Coram: Mr. Justice Christopher J. Mainella
Madam Justice Karen I. Simonsen
Mr. Justice James G. Edmond

***B E T W E E N**:*

	)	***J. I. Jardine***
	)	*for the Appellant*
	)	
	)	***F. J. Trippier** and*
	)	***P. L. West***
WALTER GLEN SCHROF	)	*for the Respondents*
	)	
(Applicant) Appellant	)	*Appeal heard and*
	)	*Decision pronounced:*
- and -	)	***May 7, 2025***
	)	
MERVIN FRED SCHROF and CALVIN PAUL SCHROF	)	*Written reasons:*
	)	***May 22, 2025***
	)	
(Respondents) Respondents	)	***Motion under r 46.2 of***
	)	***the Court of Appeal Rules***
	)	***(Civil)***
	)	
	)	*Decision pronounced:*
	)	***August 12, 2025***

PER CURIAM

[1] The applicant moves for an order pursuant to rule 46.2 of the MB, *Court of Appeal Rules (Civil)*, Man Reg 555/88R [the *Rules*], for a rehearing of his appeal that was dismissed on May 22, 2025 (see *Schrof v Schrof*, 2025 MBCA 49 [*Schrof*]). No certificate of decision has yet been entered.

[2] The applicant filed a memorandum of argument to support his motion. The respondents filed a memorandum of argument in response, opposing the motion. The applicant then filed a reply memorandum. The applicant also provided two volumes of materials containing authorities and excerpts of the record.

[3] The applicant raises six grounds in his rehearing motion, arguing that this Court made errors in its decision dismissing his appeal in relation to a contract between the applicant and his mother in relation to eighty acres of farmland (see *Schrof* at para 2). Central to his rehearing motion is a fundamental disagreement with this Court's legal analysis of the oral agreement between him and his mother in relation to the eighty acres before she died. In particular, the applicant says this Court's decision applied the wrong legal test as reference was made to contractual interpretation as opposed to contractual formation.

[4] The applicant also requests an oral rehearing. He says an oral rehearing is necessary to allow counsel "a fair and full opportunity to address and respond to the new issues and/or law raised in the Reasons."

[5] Based on our familiarity with the appeal and consideration of the materials filed on the motion for a rehearing, we are not persuaded that there is a sufficient reason to depart from the normal practice that motions for a rehearing are decided without an oral hearing (see the *Rules*, r 46.2(9); *College of Registered Nurses of Manitoba v Hancock*, 2023 MBCA 94 at para 13).

[6] We are also not persuaded by the applicant's submissions. In this Court's decision, it was noted that "[w]hat [was] in dispute, in terms of contract law, [were] the essential terms of the contract in relation to the eighty

acres between the applicant and the mother" (*Schrof* at para 13). To answer this question required the application judge to apply the standard set out in *Matic v Waldner*, 2016 MBCA 60 at para 71 (see *Schrof* at para 15). We determined the application judge made no reversible error. Whether this case should be described as one of contractual interpretation or contractual formation for purposes of selecting the standard of review is of no moment; the governing standard is *Housen v Nikolaisen*, 2002 SCC 33 in either instance, which is the standard that was applied by this Court.

[7] The threshold for a rehearing under rule 46.2 is a heavy one, "not only to avoid the risk of rehearing requests being made following an appeal judgment, almost as a matter of course, but, more importantly, to ensure that rehearings are granted only in exceptional circumstances, where the interests of justice manifestly compel such a course of action" (*Willman v Ducks Unlimited (Canada)*, 2005 MBCA 13 at para 9; also see *Samborski Garden Supplies Ltd v MacDonald (Rural Municipality)*, 2015 MBCA 53 at para 16 [*Samborski*]). As was noted in *Hancock v College of Registered Nurses of Manitoba*, 2021 MBCA 59, "[a] rehearing is not available when a party disagrees with the result on the appeal. It is not an opportunity to reargue the appeal" (at para 14).

[8] The tenor of the applicant's submission is that he refuses to accept how the courts have characterized his oral agreement with his late mother about the eighty acres. None of the arguments on the motion for a rehearing of the appeal satisfy us that the interests of justice manifestly compel a rehearing. Allowing a rehearing simply because a party is dissatisfied with the result is contrary to the "principle of finality in litigation which is central to the proper administration of justice" (*Samborski* at para 24).

[9] In the result, the motion for a rehearing of the appeal is dismissed with costs.

Mainella JA

Simonsen JA

Edmond JA