

## Four-to-Three Decisions

### 4-3 Alignments

<b>Justices</b>	<b>Total</b>	<b>Case Names</b>
Wickhem, Fritz, Rosenberry, Fowler	1	<i>Hensel v. Hensel Yellow Cab Co.</i>
Fairchild, Rosenberry, Fowler, Owen	1	<i>Johnston v. Chicago &amp; Northwestern Ry. Co.</i>
Fairchild, Rosenberry, Fowler, Nelson	1	<i>Lehner v. Berlin Pub. Co.</i> [211 Wis. 119]
Wickhem, Fritz, Rosenberry, Owen	1	<i>Nelson v. Klemm</i>

### 4-3 Membership in the Majority

<b>Justice</b>	<b>Votes</b>
Wickhem	2
Fairchild	2
Fritz	2
Rosenberry	4
Fowler	3
Nelson	1
Owen	2

### 4-3 Majority Opinions Authored

	<b>Opinions</b>
Wickhem	1
Fairchild	1
Fritz	0
Rosenberry	1
Fowler	1
Nelson	0
Owen	0
<b>Total</b>	<b>4</b>

Decisions by Vote Split<sup>1</sup>

7-0 (or 6-0)	6-1 (or 5-1)	5-2	4-3
364/386 (94%)	11/386 (3%)	7/386 (2%)	4/386 (1%)
<i>Antigo Electric Co. v. Faust Lumber Co.</i>	<i>Brunswick-Balke-Collender Co. v. Franzke-Schiffman Realty Co.</i>	<i>Jones v. State</i>	<i>Hensel v. Hensel Yellow Cab Co.</i>
<i>Armory Realty Co. v. Olsen</i>	<i>Crane v. Weber</i>	<i>Nelson v. State</i>	<i>JOHNSTON v. CHICAGO &amp; NORTHWESTERN RY. CO.</i>
<i>Asmus v. Gams</i>	<i>E. L. Chester Co. v. Wisconsin Power &amp; Light Co.</i>	<i>Northwestern Tel. Co. v. Tax Com.</i>	<i>Lehner v. Berlin Pub. Co.</i> [211 Wis. 119]
<i>Badten v. Stevens Point</i>	<i>ESTATE OF MOHR</i>	<i>Przybylski v. Von Berg</i>	<i>Nelson v. Klemm</i>
<i>Baker v. Tormey</i>	<i>First Wisconsin Nat'l Bank v. Strelitz</i>	<i>Shepard v. Gilbert</i>	
<i>Baker v. Wisconsin Tax Com.</i>	<i>Hacker v. Kyle</i>	<i>Wachsmuth v. Wachsmuth</i>	
<i>Banninger v. Landfield</i>	<i>Montello Granite Co. v. Industrial Com.</i>	<i>Wolf v. Evans</i>	
<i>Belden v. Field</i>	<i>Northwestern Loan &amp; Trust Co. v. Topp Oil &amp; Supply Co.</i>		
<i>Bernard v. Jennings</i>	<i>Polzin v. Wachtl</i>		
<i>Bernard v. Wisconsin Auto. Ins. Co.</i>	<i>Prime Mfg. Co. v. Allen-Hough Carryola Co.</i>		
<i>Big Bay Realty Co. v. Rosenberg</i>	<i>Holborn v. Coombs (5-1)</i>		
<i>Bishop v. Genz</i>			
<i>Bohmer v. Great Atlantic &amp; Pacific Tea Co.</i>			
<i>Bohnsack v. Huson-Ziegler Co.</i>			
<i>Booth v. Frankenstein</i>			
<i>Borchardt v. Citizens' State Bank</i>			
<i>Branigan v. State</i>			
<i>Brennan v. Moon</i>			
<i>Breuer v. Arenz</i>			
<i>Brewster v. Ludtke</i>			
<i>Brooks v. National Equipment Corp.</i>			
<i>Myrtle and L. H. Brown v. Haertel</i>			
<i>Marion Brown v. Haertel</i>			
<i>John Brown v. Haertel</i>			
<i>Builders' Mut. Casualty Co. v. Industrial Com. of Wisconsin</i>			
<i>Bump v. Voights</i>			
<i>Calligaro v. Midland Casualty Co.</i>			
<i>Cameron v. Union Auto Ins. Co.</i>			
<i>Carpenter v. Forbes</i>			
<i>Cavadini v. Larson</i>			
<i>Christie v. State</i>			
<i>Ciokewicz v. Lynn Mut. Fire Ins. Co.</i>			
<i>CITY OF MADISON v. WISOWATY</i>			
<i>Clark v. McCarthy</i>			
<i>Cleaveland v. State</i>			
<i>Cobban v. Northern Wisconsin State Fair Ass'n</i>			
<i>Collins v. Press Pub. Co.</i>			

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<sup>1</sup> In few instances, a justice authored a separate opinion that concurred in part and dissented in part. For this and other tables, each such vote has been categorized as either a dissent or a concurrence according to the following guidelines. If a justice's opinion dissented from the result on one or more issues, it was classified as a dissent. If the opinion concurred with the result on all issues but disputed the majority's reasoning on one or more issues, it was classified as a concurrence.

<i>Conover v. Eagle River Joint Union Free-High School Dist.</i>			
<i>COOK v. NELSON</i>			
<i>Coolidge v. Rueth</i>			
<i>Cooper v. Commercial Casualty Ins. Co.</i>			
<i>Cottrill v. Pinkerton</i>			
<i>Creamery Package Mfg. Co. v. Industrial Com.</i>			
<i>Czarnetzky v. Booth</i>			
<i>Danischefsky v. Klein-Watson Co.</i> [209 Wis. 210]			
<i>Davis v. Wendlandt</i>			
<i>DE VRIES v. KELLY</i>			
<i>Derong v. Industrial Com.</i>			
<i>Didier v. City of Beloit</i>			
<i>Dryden v. Industrial Com.</i>			
<i>Dunn &amp; Stringer Inv. Co. v. Schaefer</i>			
<i>Eaton Ctr. Coop. Cheese Co. v. Kalkofen</i>			
<i>Ebel v. Rehorst</i>			
<i>Eisenhut v. Eisenhut</i>			
<i>Engbrecht v. Bradley</i>			
<i>ERTMAN v. LIBERTY STATE BANK</i>			
<i>ESTATE OF BELLIN: BELLIN v. TAX COMM'N</i>			
<i>ESTATE OF BLOHM: NA GREEN v. BLOHM</i>			
<i>ESTATE OF BOLEY: NICOUD v. BOLEY</i>			
<i>ESTATE OF BULEWICZ v. STATE</i>			
<i>ESTATE OF COOMBE: MAY v. COOMBE</i>			
<i>ESTATE OF FUHRMANN v. WIESLER</i>			
<i>ESTATE OF GETCHELL: BURNETTE v. MCDERMID</i>			
<i>ESTATE OF GRANGER: CONTINENTAL ILLINOIS BANK &amp; TRUST CO. v. TAX COMM'N</i>			
<i>ESTATE OF HELLER: STATE v. HELLER</i>			
<i>ESTATE OF KUPLEN: MILWAUKEE COUNTY v. JEZOVSEK</i>			
<i>ESTATE OF LANDERUD: JOHNSON v. LANDERUD</i>			
<i>ESTATE OF MILIS: LANGE v. MILIS</i>			
<i>ESTATE OF OEFLEIN: CHRIS. SCHROEDER &amp; SON CO. v. OEFLEIN</i>			
<i>ESTATE OF OGDEN v. OGDEN</i>			
<i>ESTATE OF THOMPSON v. THOMPSON</i>			
<i>ESTATE OF WATZEK: PURDY v. WATZEK</i>			
<i>ESTATE OF WICKESBERG: OUTAGAMIE COUNTY v. SHIER</i>			
<i>F. H. Bresler Co. v. Bauer</i>			
<i>Federal Mortg. Co. v. Simes</i>			
<i>Feldt v. Cohen</i>			
<i>Findorff v. Fuller &amp; Johnson Mfg. Co.</i>			
<i>First Nat'l Bank v. Naylor</i>			
<i>First Nat'l Bank v. Wisconsin Nat'l Bank</i>			
<i>First Nat'l Bank v. York</i> [212 Wis. 270]			

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<i>First Nat'l Bank v. York</i> [212 Wis. 264]			
<i>First Trust Co. v. Calumet Silver Black Fox Ranch</i>			
<i>First Wisconsin Trust Co. v. Saxe</i>			
<i>Fitzgerald v. Fitzgerald</i>			
<i>Fox v. Milwaukee Mechanics' Ins. Co.</i>			
<i>Frank v. Marquette University</i>			
<i>Frederickson v. Schaumburger</i>			
<i>Frisch v. Shankwitz</i>			
<i>Fritschler v. Indus. Comm'n</i>			
<i>Frozena v. Metropolitan Life Ins. Co.</i>			
<i>GANZER v. GREAT AMERICAN INDEM. CO.</i>			
<i>Goetz v. Herzog</i>			
<i>Golden v. Green Bay Metropolitan Sewerage Dist.</i>			
<i>Goldman v. Schmid</i>			
<i>GROSS v. VILLAGE OF MERRIMAC</i>			
<i>Gumz v. United States Fidelity &amp; Guaranty Co.</i>			
<i>Halsey, Stuart &amp; Co. v. Public Service Com.</i>			
<i>Hanson v. Matas</i>			
<i>Harris v. Tollefson</i>			
<i>Hartberg v. American Founders' Sec. Co.</i>			
<i>Harter v. Dickman</i>			
<i>Hartman v. Badger Tobacco Co.</i>			
<i>Heindel v. Brazel</i>			
<i>Heindl v. Doherty</i>			
<i>Henry Haertel Service, Inc. v. Industrial Com.</i>			
<i>HERREID v. BROADHEAD</i>			
<i>Hog v. Johnson</i>			
<i>Honore v. Ludwig</i>			
<i>In re Brown's Will</i>			
<i>In re Burns' Will</i>			
<i>In re Chafin's Will</i>			
<i>In re Coskey's Will</i>			
<i>In re Larson's Will</i>			
<i>In re Liquidation of Citizens' Bank</i>			
<i>In re Liquidation of Inter-State Exchange</i>			
<i>In re Loewenbach's Will</i>			
<i>In re Lundquist's Will</i>			
<i>In re Matthews Estate</i>			
<i>In re McLeish's Will</i>			
<i>In re Merrill's Will</i>			
<i>In re St. Francis</i>			
<i>In re State</i>			
<i>In re Stone's Will</i>			
<i>In re Warren's Bank</i>			
<i>Independence Indem. Co. v. Indus. Comm'n</i>			
<i>J. I. Case Co. v. Industrial Com. of Wisconsin</i>			
<i>Janesville v. Heiser</i>			
<i>Jens v. Dallendorfer</i>			
<i>Jewell v. Hempleman</i>			
<i>John v. Flanner Co.</i>			
<i>Johnson v. Landerud</i>			

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<i>Jones v. United States Fidelity &amp; Guaranty Co.</i>			
<i>Jordan v. Koerth</i>			
<i>Journal Printing Co. v. Racine</i>			
<i>Joyce v. Sauk County</i>			
<i>Kaboth v. Schrewe</i>			
<i>Katz v. Wisconsin Tax Com.</i>			
<i>Kay v. Erickson</i>			
<i>KEND v. HERBERT FIN. CO.</i>			
<i>Kidder v. Pueschner</i>			
<i>KIMLARK RUG CORP. v. INDUSTRIAL COMM'N</i>			
<i>Knipfer v. Shaw</i>			
<i>Knutson v. Munson</i>			
<i>Kolb v. Bergelin</i>			
<i>Krantz v. Krantz</i>			
<i>KREMER v. CRASE</i>			
<i>Kull v. Advance-Rumely Thresher Co.</i>			
<i>La Marche v. Schoenrock</i>			
<i>La Porte Motor Co. v. Firemen's Ins. Co.</i>			
<i>Ladwig v. National Guardian Life Ins. Co.</i>			
<i>Larsen v. Kewaunee County</i>			
<i>Lehner v. Berlin Pub. Co. [209 Wis. 536]</i>			
<i>Lentz v. Dostal</i>			
<i>Leonard v. Bottomley</i>			
<i>Leonhard v. Chicago Fire &amp; Marine Ins. Co.</i>			
<i>Lingelbach v. Carriveau</i>			
<i>Lowry v. Lowry</i>			
<i>Madison Entm't Corp. v. Indus. Comm'n</i>			
<i>Mahan v. Herreid</i>			
<i>Mallow v. Hall</i>			
<i>Mantei v. State</i>			
<i>Massachusetts Bonding &amp; Ins. Co. v. Industrial Com.</i>			
<i>Mauel v. Wisconsin Auto. Ins. Co.</i>			
<i>McGuiggan v. Hiller Bros.</i>			
<i>McKee v. Oconto Nat'l Bank</i>			
<i>Miller Inv. Co. v. Milwaukee</i>			
<i>Milwaukee County v. Milwaukee E. R. &amp; L. Co.</i>			
<i>Milwaukee E. R. &amp; L. Co. v. Milwaukee [209 Wis. 668]</i>			
<i>Milwaukee E. R. &amp; L. Co. v. Milwaukee [209 Wis. 656]</i>			
<i>Milwaukee Electric Ry. &amp; Light Co. v. Industrial Com. of Wisconsin</i>			
<i>Milwaukee Linen Supply Co. v. Ring</i>			
<i>Milwaukee v. Milwaukee E. R. &amp; L. Co.</i>			
<i>Minahan v. Timm</i>			
<i>Moe v. Allemannia Fire Ins. Co.</i>			
<i>Moran v. Burmeister</i>			
<i>Morley v. Reedsburg</i>			
<i>MULLEN v. LARSONMORGAN CO.</i>			
<i>Nekoosa-Edwards Paper Co. v. Public Service Com.</i>			
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<i>Newcomb v. Ingram [211 Wis. 88]</i>			

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<i>Nimz v. Fullerton Lumber Co.</i>			
<i>Nordberg Mfg. Co. v. Industrial Com. of Wisconsin</i>			
<i>Numbers v. Union Mortg. Loan Co.</i>			
<i>Obenberger v. Interstate Oil Co.</i>			
<i>Oconto Co. v. Townsend</i>			
<i>Ohrmund v. Industrial Com.</i>			
<i>Paluczak v. Jones</i>			
<i>Paradise v. Ridenour</i>			
<i>PASCHKE v. INDUSTRIAL COMM'N</i>			
<i>Pawlowski v. Eskofski</i>			
<i>Pemefeather v. Kenosha</i>			
<i>People's Sav. &amp; Trust Co. v. Munsert</i>			
<i>Pollard v. Tobin</i>			
<i>Price v. Herreid</i>			
<i>Prudential Ins. Co. v. Wetzel</i>			
<i>Putterman v. Schmidt</i>			
<i>Quilling v. Waggoner</i>			
<i>Quinn v. Hartmann</i>			
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<i>Rader v. Union Falls Power Co.</i>			
<i>Randall v. Milwaukee</i>			
<i>Rebholz v. Wettengel</i>			
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<i>Rib Lake Lumber Co. v. Conway</i>			
<i>Riedel v. Northwestern Mut. Life Ins. Co.</i>			
<i>Risch v. Lawhead</i>			
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<i>Rodenfels v. Fidelity &amp; Deposit Co.</i>			
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<i>Rosenberg v. State</i>			
<i>S. T. Edwards &amp; Co. v. Shawano Milk Products Co.</i>			
<i>Sauk County v. Baraboo</i>			
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<i>Schlitz Realty Corp. v. Milwaukee</i>			
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<i>State ex rel. Drew v. Shaughnessy</i>			
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<i>State ex rel. Milwaukee County v. Milwaukee</i>			
<i>State ex rel. Milwaukee Sewerage Com. v. Board of Sup'rs</i>			
<i>State ex rel. National Cheese Producers' Federation v. Foley</i>			
<i>State ex rel. Oaks v. Brown</i>			
<i>State ex rel. Rush v. Circuit Court</i>			
<i>State ex rel. Sullivan v. Benson</i>			
<i>State ex rel. Wingenter v. Circuit Court for Walworth County</i>			
<i>State v. Bohner</i>			
<i>State v. Eigel</i>			
<i>State v. Johnson</i> [212 Wis. 301]			
<i>State v. Johnson</i> [210 Wis. 334]			
<i>State v. Leadbetter</i>			
<i>State v. Lipinske</i>			
<i>State v. United States Fidelity &amp; Guaranty Co.</i>			
<i>State v. Walters</i>			
<i>State v. Whatley</i>			
<i>State v. Yellow Baggage &amp; Transfer Co.</i>			
<i>Steneman v. Breyfogle</i>			
<i>Steubing v. L. G. Arnold, Inc.</i>			
<i>Stewart v. Meyer</i>			
<i>Stewart v. Rudis</i>			
<i>Sullivan v. Board of Regents</i>			
<i>Suring State Bank v. Giese</i>			
<i>Suschnick v. Underwriters Casualty Co.</i>			
<i>Szewczyk v. Milwaukee Electric R. &amp; L. Co.</i>			
<i>Thom v. Sensenbrenner</i>			
<i>Town of Lakeland v. Bekkedal</i>			
<i>United Artists Corp. v. Odeon Bldg.</i>			
<i>United Ins. Co. v. Ruben</i>			
<i>Van Domelon v. Indus. Comm'n</i>			
<i>Van Ryn v. Rock County</i>			
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<i>WEYENBERG SHOE MFG. CO. v. KELLEY</i>			
<i>Wheeler Transfer &amp; Storage Co. v. Minneapolis, S. P. &amp; S. S. M. R. Co.</i>			
<i>Wiechmann v. Huber</i>			
<i>Wiese v. Polzer</i>			
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<i>Wilke v. Milwaukee E. R. &amp; L. Co.</i>			
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<i>Wisconsin &amp; Michigan Transp. Co. v. Pere Marquette Line Steamers</i>			
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<i>Danischefsky v. Klein-Watson Co. [210 Wis. 706] (per curiam, 7-0)</i>			
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<i>Maurice W. Moe v. Milwaukee E. R. &amp; L. Co. (per curiam, 7-0)</i>			
<i>Otto v. Journal Co. (per curiam, 7-0)</i>			
<i>Perfection Furniture Co. v. Travelers' Fire Ins. Co. (per curiam, 7-0)</i>			
<i>Robinson v. Berry (per curiam, 7-0)</i>			
<i>Russell v. Hannemann (per curiam, 7-0)</i>			
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<i>Szychulski v. Miller [210 Wis. 704] (per curiam, 7-0)</i>			
<i>Szychulski v. Miller [210 Wis. 703] (per curiam, 7-0)</i>			
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<i>EUGENE ZIELSDORF v. BUCHHOLZ (per curiam, 7-0)</i>			
<i>GENEVIEVE ZIELSDORF v. BUCHHOLZ (per curiam, 7-0)</i>			
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<i>KLATTE v. FRANKLIN STATE BANK (6-0)</i>			
<i>Krembs v. Pagel (6-0)</i>			
<i>Kurzson v. Espenhains Dry Goods Co. (6-0)</i>			
<i>Reid v. Milwaukee Air Power Pump Co. (6-0)</i>			

(continued on following page)

S. S. Kresge Co. v. Garrick Realty Co. (6-0)			
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Frequency in the Majority

These tables display how frequently each justice voted in the majority. The first table includes all cases in which a justice voted, while the second table includes only cases decided by split votes.

## All Cases

Justice	Majority Votes Cast	Total Votes Cast	Percent in Majority
Wickhem	372	381	<b>98%</b>
Fairchild	382	386	<b>99%</b>
Fritz	375	386	<b>97%</b>
Rosenberry	386	386	<b>100%</b>
Fowler	382	386	<b>99%</b>
Nelson	379	385	<b>98%</b>
Owen	382	385	<b>99%</b>

## Non-Unanimous Decisions

Justice	Majority Votes Cast	Total Votes Cast	Percent in Majority
Wickhem	13	22	<b>59%</b>
Fairchild	18	22	<b>82%</b>
Fritz	11	22	<b>50%</b>
Rosenberry	22	22	<b>100%</b>
Fowler	18	22	<b>82%</b>
Nelson	16	22	<b>73%</b>
Owen	18	21	<b>86%</b>

Opinions Authored<sup>2</sup>

The first table indicates how many majority opinions a justice authored in cases decided by each of the four possible majority vote totals. The second table shows how many concurrences and dissents each justice wrote. If a justice dissented without authoring an opinion, he is not credited.

Opinion Author	7-0 (or 6-0)	6-1 (or 5-1)	5-2	4-3
Wickhem	37	0	1	1
Fairchild	45	3	1	1
Fritz	47	0	0	0
Rosenberry	56	1	2	1
Fowler	49	4	1	1
Nelson	48	2	2	0
Owen	25	1	0	0

Opinion Author	Concurring Opinions	Dissenting Opinions
Wickhem	0	0
Fairchild	0	2
Fritz	0	3
Rosenberry	0	0
Fowler	1	2
Nelson	0	1
Owen	0	2

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<sup>2</sup> *Per curiam* decisions are omitted.

Agreement Among Pairs of Justices

The following tables show the percentage of decisions in which every possible pair of justices found themselves on the same side—either both in the majority or both dissenting. The first table covers all decisions; the second table narrows its focus to decisions that were not unanimous. When reading the second table, for instance, one finds that Justices Fritz and Fowler voted together in 32% of the decisions, while the figure for Justices Fairchild and Rosenberry was 82%.

Agreement Between Pairs of Justices—All Decisions

	Fairchild	Fritz	Rosenberry	Fowler	Nelson	Owen
Wickhem	368/381=97%	369/381=97%	372/381=98%	374/381=98%	367/380=97%	370/380=97%
	Fairchild	373/386=97%	382/386=99%	380/386=98%	381/385=99%	380/385=99%
		Fritz	375/386=97%	371/386=96%	370/385=96%	374/385=97%
			Rosenberry	382/386=99%	379/385=98%	382/385=99%
				Fowler	377/385=98%	378/385=98%
					Nelson	377/384=98%
						Owen

Agreement Between Pairs of Justices—Non-Unanimous Decisions

	Fairchild	Fritz	Rosenberry	Fowler	Nelson	Owen
Wickhem	9/22=41%	10/22=45%	13/22=59%	15/22=68%	9/22=41%	11/21=52%
	Fairchild	9/22=41%	18/22=82%	16/22=73%	18/22=82%	16/21=76%
		Fritz	11/22=50%	7/22=32%	7/22=32%	10/21=48%
			Rosenberry	18/22=82%	16/22=73%	18/21=86%
				Fowler	14/22=64%	14/21=67%
					Nelson	14/21=67%
						Owen