

Four-to-Three Decisions

4-3 Alignments

Justices	Total	Case Names
Fairchild, Fritz, Rosenberry, Nelson	1	<i>Beck v. Flasch</i>
Wickhem, Fairchild, Rosenberry, Fowler	1	<i>Elmor Realty Co. v. Community Theatres, Inc.</i>
Fairchild, Fritz, Rosenberry, Fowler	1	<i>In re Farm Drainage, etc.</i>
Fritz, Rosenberry, Nelson, Owen	1	<i>In re Stephens' Will</i>
Fairchild, Fowler, Nelson, Owen	1	<i>Morris F. Fox & Co. v. Lisman</i>
Wickhem, Rosenberry, Nelson, Owen	1	<i>State ex rel. Bowman v. Dammann</i>
Wickhem, Rosenberry, Fowler, Nelson	1	<i>Wheelwright v. Pure Milk Ass'n</i>

4-3 Membership in the Majority

Justice	Votes
Wickhem	3
Fairchild	4
Fritz	3
Rosenberry	6
Fowler	4
Nelson	5
Owen	3

4-3 Majority Opinions Authored

	Opinions
Wickhem	2
Fairchild	2
Fritz	0
Rosenberry	0
Fowler	2
Nelson	1
Owen	0
Total	7

Decisions by Vote Split¹

7-0 (or 6-0)	6-1	5-2	4-3
347/370 (94%)	7/370 (2%)	9/370 (2%)	7/370 (2%)
<i>Aaron v. Mango</i>	<i>Farmers Life Ins. Ass'n v. Houghton</i>	<i>Beno v. Peasley</i>	<i>Beck v. Flasch</i>
<i>Acme Chair & Metal Crafts Co. v. Northern Corrugating Co.</i>	<i>Ford, Bacon & Davis v. Terminal Warehouse Co.</i>	<i>Brown v. Chili State Bank</i>	<i>ELMOR REALTY CO. v. COMMUNITY THEATRES, INC.</i>
<i>Adams v. Feiges</i>	<i>Marsh Wood Products Co. v. Babcock & Wilcox Co.</i>	<i>Capital City Lumber Co. v. Schroeder</i>	<i>In re Farm Drainage, etc.</i>
<i>Allison v. Wm. Doerflinger Co.</i>	<i>Muscoda Bridge Co. v. Worden-Allen Co.</i>	<i>Drewek v. Milwaukee Auto. Ins. Co.</i>	<i>In re Stephens' Will</i>
<i>American Timber Holding Co. v. Christensen</i>	<i>Phoenix Hosiery Co. v. Indus. Comm'n</i>	<i>ESTATE OF SOUTHARD: SOUTHARD v. WEST</i>	<i>Morris F. Fox & Co. v. Lisman</i>
<i>Application for Incorporation of St. Francis</i>	<i>Wisconsin Hydro-Electric Co. v. Railroad Com. of Wisconsin</i>	<i>Felix v. Soderberg</i>	<i>State ex rel. Bowman v. Dammann</i>
<i>Ashland County Bank v. Butternut</i>	<i>Necedah Mfg. Corp. v. Juneau County (per curiam, 6-1)</i>	<i>Feller v. Leonard</i>	<i>Wheelwright v. Pure Milk Ass'n</i>
<i>Bach v. State</i>		<i>Hoks v. Wollenberg</i>	
<i>Balthazor v. State</i>		<i>Schumacher v. Milwaukee</i>	
<i>Bangor v. Hussa Canning & Pickle Co.</i>			
<i>Barragar v. Industrial Com. of Wisconsin</i>			
<i>Bates Expanded Steel Truss Co. v. Sisters of Mercy</i>			
<i>Bayliss v. Clayton</i>			
<i>Bebb v. McGowan</i>			
<i>Beilke v. Knaack</i>			
<i>Bell v. Bayfield County</i>			
<i>Bendix v. Ross</i>			
<i>Bennett v. Milwaukee</i>			
<i>Biersach v. Wechselberg</i>			
<i>Bloch-Daneman Co. v. J. Mandelker & Son</i>			
<i>Blonski v. Bankers' Life Co.</i>			
<i>Board of Education v. Racine</i>			
<i>Born v. Industrial Com.</i>			
<i>Boyce v. Independent Cleaners</i>			
<i>Bradley Bank v. Pride</i>			
<i>Breslauer v. Siren (In re Estate of Benesch)</i>			
<i>Brittle v. Maplecrest Country Club</i>			
<i>Brownie Oil Co. v. Railroad Com. of Wisconsin</i>			
<i>Buckner v. Buckner</i>			
<i>Bunce v. Grant & Sixth</i>			
<i>Cannon v. Lincoln Nat'l Life Ins. Co.</i>			
<i>Cardinal Pub. Co. v. Madison</i>			
<i>Carroll v. Minneapolis Drive Yourself System</i>			
<i>Chadek v. Forest County</i>			
<i>Chamberlain v. State</i>			

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¹ 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>Chicago & N. W. R. Co. v. Railroad Com.</i>			
<i>Chippewa Falls Hotel Co. v. Employers' Liability Assurance Corp.</i>			
<i>Christensen v. Christensen</i>			
<i>City Bank of Portage v. Bankers' Limited Mut. Casualty Co.</i>			
<i>CITY MOTOR CO. v. NELSON</i>			
<i>CITY OF NEENAH v. KRUEGER</i>			
<i>Clark v. Hill</i>			
<i>Conan v. A. C. Allyn & Co.</i>			
<i>CONNORS v. AARON</i>			
<i>Corsten v. Industrial Com. of Wisconsin</i>			
<i>Cottrill v. Pinkerton</i>			
<i>Crosby v. Keilman</i>			
<i>Dahl v. Crook</i>			
<i>Darling & Co. v. Frank Carter Co.</i>			
<i>Davis Mill & Electric Co. v. Gale</i>			
<i>De Baere v. Oconto</i>			
<i>Dixon Shoe Co. v. Moen</i>			
<i>Droppers v. Hand</i>			
<i>Duenkel v. State</i>			
<i>Eau Galle v. Waterville</i>			
<i>Edwards v. Kohn</i>			
<i>Einerson v. Wisconsin Tornado Mut. Ins. Co.</i>			
<i>Elbinger v. Capitol & Teutonia Co.</i>			
<i>Erickson v. McKay</i>			
<i>ESTATE OF BAILEY v. CULLEN</i>			
<i>ESTATE OF BARTZ: BARTZ v. CENTRAL WISCONSIN TRUST CO.</i>			
<i>ESTATE OF BIENENSTOK: MARYLAND CAS. CO. v. JOHN</i>			
<i>ESTATE OF GOLTZ: SHAFFER v. MILLER</i>			
<i>ESTATE OF HILGERMANN: LASALLE v. HILGERMANN</i>			
<i>ESTATE OF HOOD: STEIN, imp. v. MEYER</i>			
<i>ESTATE OF LEMKE: STATE v. LEMKE</i>			
<i>ESTATE OF LEWIS v. METCALF</i>			
<i>ESTATE OF NITKA</i>			
<i>ESTATE OF PAYNE: MARSHALL & ILSLEY BANK v. COMMISSIONERS OF PUB. LANDS</i>			
<i>ESTATE OF REILLY: REILLY v. SHILTON</i>			
<i>ESTATE OF SENSE: ZAHN v. GENRICH</i>			
<i>ESTATE OF WAITE: STATE v. WAITE</i>			
<i>Fenske v. Kramp Const. Co.</i>			
<i>Filipkowski v. Springfield Fire & Marine Ins. Co.</i>			
<i>Fiorini v. Kenosha</i>			
<i>FIRST NAT'L BANK OF ANTIGO v. SAVINGS LOAN & TRUST CO.</i>			
<i>Fischer v. Schumacher</i>			
<i>Flambeau Power Co. v. Park Falls</i>			
<i>Florsheim v. Patterson</i>			
<i>Fontaine v. Fontaine</i>			
<i>Ford Hydro-Electric Co. v. Aurora</i>			

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<i>Ford v. State</i>			
<i>Fox Valley Canning Co. v. Hortonville</i>			
<i>Frederick v. Great N. R. Co.</i>			
<i>General Acci. Fire & Life Assurance Corp. v. Henneman</i>			
<i>General Bronze Corp. v. Schmeling</i>			
<i>General Die & Stamping Corp. v. Bolens</i>			
<i>George M. Danke Co. v. Marten</i>			
<i>Gillis v. State</i>			
<i>Goetz v. Williams</i>			
<i>Good v. Starker</i>			
<i>Gottschalk v. Ziegler</i>			
<i>Graef v. Kanouse</i>			
<i>Graham v. Zellers</i> [238 N.W. 387]			
<i>Graham v. Zellers</i> [238 N.W. 385]			
<i>Grell v. Hoard</i>			
<i>Grinwald v. Mayer</i> [241 N.W. 376]			
<i>Grinwald v. Mayer</i> [241 N.W. 375]			
<i>Haas v. Welch</i>			
<i>Haines v. Duffy</i>			
<i>Haley v. State</i>			
<i>Hansen v. Biron</i>			
<i>Hawkins v. State</i>			
<i>Hein v. Wendlandt</i>			
<i>Heinzen v. Underwriters Cas. Co.</i>			
<i>Heller v. Shapiro</i>			
<i>Hillier v. Lake View Memorial Park, Inc.</i>			
<i>Hoard v. Gilbert</i>			
<i>Holt Lumber Co. v. Duluth, S. S. & A. R. Co.</i>			
<i>Huber v. Hinzpeter</i>			
<i>Huening v. Shenkenberg</i>			
<i>Humbird Cheese Co. v. Fristad</i>			
<i>In re Caldwell's Will</i>			
<i>In re Cieszynski's Will</i>			
<i>In re Citizens' State Bank</i>			
<i>In re Cuppel's Will</i>			
<i>In re Fouks' Will</i>			
<i>In re Grosse's Will</i>			
<i>In re Harnischfeger's Will</i>			
<i>In re Jones's Will</i>			
<i>In re Lundquist's Will</i>			
<i>In re Olson's Will</i>			
<i>In re Prange's Will</i>			
<i>In re Shirley's Will</i>			
<i>In re Southard's Will</i>			
<i>In re Weidig's Will</i>			
<i>In re West</i>			
<i>Indrebo v. Industrial Com. of Wisconsin</i>			
<i>Interior Woodwork Co. v. Buhler</i>			
<i>Interstate Trucking Co. v. Dammann</i>			
<i>Jesse v. Tinkham</i>			
<i>JOHN F. JELKE CO. v. BECK</i>			
<i>John v. Maryland Casualty Co.</i>			
<i>Josslyn v. Dahinden-Schmitz Co.</i>			
<i>Joyce v. Sauk County</i>			
<i>KELLEY v. TOMAHAWK MOTOR CO.</i>			
<i>KLINE v. LITTLE RAPIDS PULP CO.</i>			

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<i>Knobbe v. Indus. Comm'n</i>			
<i>Knutson v. Munson</i>			
<i>Kramer v. Bins</i>			
<i>Krueger v. V. P. Christianson Silo Co.</i>			
<i>Krzysko v. Gaudynski</i>			
<i>Kugler v. Milwaukee</i>			
<i>Lakeside Bridge & Steel Co. v. Pugh</i>			
<i>Larson v. Hanson</i>			
<i>Larson v. Monson</i>			
<i>Leckwe v. Ritter</i>			
<i>Leslie v. Knudson</i>			
<i>Levy v. Birnschein</i>			
<i>Liberty Tea Co. v. La Salle Fire Ins. Co.</i>			
<i>Limbach v. Schmalz</i>			
<i>Lindemann v. Kenosha</i>			
<i>Lindloff v. Ross</i>			
<i>Loizzo v. Conforti</i>			
<i>LONG v. TAX COMM'N</i>			
<i>Lynch v. Chicago, M., S. P. & P. R. Co.</i>			
<i>Maahs v. Schultz</i>			
<i>Marquette Granite Co. v. Industrial Com. of Wisconsin</i>			
<i>Marshall v. Wittig</i>			
<i>Marshfield Oil Co. v. Zank</i>			
<i>Massey v. Richmond</i>			
<i>Mawhinney v. Morrissey</i>			
<i>McDonald v. Schaefer</i>			
<i>McDonald v. Wickstrand</i>			
<i>McGuire v. Hudson</i>			
<i>MCNEILL v. CHICAGO & NORTHWESTERN RY. CO.</i>			
<i>Miller v. Currie</i>			
<i>Milwaukee County v. Dorsen</i>			
<i>Milwaukee Electric R. & L. Co. v. Wisconsin Tax Com.</i>			
<i>Milwaukee Horse & Cow Com. Co. v. Hill</i>			
<i>Milwaukee Loan & Finance Co. v. Grundt</i>			
<i>Milwaukee Medical College, Inc. v. Marquette University</i>			
<i>Milwaukee v. Railroad Com. of Wisconsin</i>			
<i>Miswald-Wilde Co. v. Armory Realty Co.</i>			
<i>Moen v. Madison R. Co.</i>			
<i>Mueller v. State</i>			
<i>MURPHY SUPPLY CO. v. INDUSTRIAL COMM'N OF WISCONSIN</i>			
<i>Myrold v. Northern Wisconsin Co-operative Tobacco Pool</i>			
<i>National Film Service v. Industrial Com. of Wisconsin</i>			
<i>Nebraska Seed Co. v. Industrial Com. of Wisconsin</i>			
<i>Neitzke v. Kraft</i>			
<i>Neuberger v. Aid Ass'n for Lutherans</i>			
<i>Neugent Garment Co. v. United States Fidelity & Guaranty Co.</i>			
<i>Newburg v. United States Fid. & Guar. Co.</i>			
<i>Nickell v. State</i>			
<i>Nickley v. Eisenberg</i>			

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<i>North Ave. State Bank v. Excelsior Mut. Bldg. & Loan Ass'n</i>			
<i>Nowaczyk v. Marathon County</i>			
<i>Olson-Walker Co. v. Industrial Com. of Wisconsin</i>			
<i>Outboard Motor Co. v. Industrial Com.</i>			
<i>Paine v. Chicago & N. W. R. Co.</i>			
<i>Pallange v. Mueller</i>			
<i>Park Falls State Bank v. Fidelity & Deposit Co.</i>			
<i>Park Falls State Bank v. Fordyce</i>			
<i>Patitucci v. Gerhardt</i>			
<i>Perloff v. Perloff</i>			
<i>Pobreslo v. Joseph M. Boyd Co.</i>			
<i>Price v. Inter-State Business Men's Acc. Ass'n</i>			
<i>Prinz v. Aussem</i>			
<i>Rhineland Paper Co. v. Industrial Com.</i>			
<i>Ripon Knitting Works v. Railway Express Agency</i>			
<i>Roseliep v. Herro</i>			
<i>Rubin v. Schrank</i>			
<i>Rusch v. Noack</i>			
<i>Rustles v. Christensen</i>			
<i>Salsich v. Bunn</i>			
<i>Schaefer v. Rambo</i>			
<i>Scharbillig v. Dahl</i>			
<i>Schoenung v. Gallet</i>			
<i>Scholl v. Adams</i>			
<i>Schultz v. Williams</i>			
<i>Schumacher v. Carl G. Neumann Dredging & Improv. Co.</i>			
<i>Schwartz v. Schwartz</i>			
<i>Schwenker v. Teasdale</i>			
<i>Seyfert v. Seyfert</i>			
<i>Shefelker v. First Nat'l Bank</i>			
<i>Sichling v. Nash Motors Co.</i>			
<i>South Shore Utility Co. v. Railroad Com. of Wisconsin</i>			
<i>Spice v. Kuxman</i>			
<i>State ex rel. Bluemound Amusement Park v. Mayor of Milwaukee</i>			
<i>State ex rel. Fireman's Fund Ins. Co. v. Hoppmann</i>			
<i>State ex rel. Flambeau Paper Co. v. Windus</i>			
<i>State ex rel. Flambeau River Lumber Co. v. Reid</i>			
<i>State ex rel. Hustisford Light, Power & Mfg. Co. v. Grimm</i>			
<i>State ex rel. Lehman v. Wisconsin Tax Com.</i>			
<i>State ex rel. Madison v. Industrial Com.</i>			
<i>State ex rel. Mueller v. Common School Board</i>			
<i>State ex rel. Reynolds v. McCutchin</i>			
<i>State ex rel. Reynolds v. Sande</i>			
<i>State ex rel. Schaetz v. Manders</i>			
<i>State ex rel. Schroeder v. Page</i>			

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<i>State ex rel. Schwenker v. District Court of Milwaukee County</i>			
<i>State ex rel. Thompson v. Eggen</i>			
<i>State ex rel. Tingley v. Gurda</i>			
<i>State ex rel. Van Coulter v. Fadden</i>			
<i>State ex rel. Wisconsin Allied Truck Owners' Ass'n v. Public Service Com.</i>			
<i>State ex rel. Wisniewski v. Rossier</i>			
<i>State v. Engel</i>			
<i>STATE v. KUENZLI</i>			
<i>State v. Larson</i>			
<i>State v. Moore (In re Estate of Moore)</i>			
<i>State v. Mueller</i>			
<i>State v. O'Brien</i>			
<i>State v. Wetzel</i>			
<i>Sweda v. State</i>			
<i>Sweet v. Underwriters' Casualty Co. [240 N.W. 202]</i>			
<i>Sweet v. Underwriters' Casualty Co. [240 N.W. 199]</i>			
<i>Taylor v. Hoyt</i>			
<i>Terminal Warehouse Co. v. Milwaukee</i>			
<i>Thiele v. Green Bay</i>			
<i>Thieme v. Weyker</i>			
<i>Tillier v. Swette</i>			
<i>Tobin v. Willow River Power Co.</i>			
<i>Tomasik v. Lanferman</i>			
<i>TURNEAURE v. TAX COMM'N</i>			
<i>Tyson v. Catholic Order of Foresters</i>			
<i>Union Co-operative Tel. Co. v. Public Service Com.</i>			
<i>United Finance Corp. v. Peterson</i>			
<i>Vanning v. Mueller</i>			
<i>Volk v. Flatz</i>			
<i>Wachowiak v. Spaight</i>			
<i>Wadhams Oil Co. v. Delavan</i>			
<i>Wagner v. Leenhouts</i>			
<i>Waisbren v. Blink</i>			
<i>Walker v. Pomush</i>			
<i>Wanta v. Perszyk</i>			
<i>Weber v. Nedin</i>			
<i>Wells v. Frank L. Wells Co.</i>			
<i>Wescott v. People's State Bank</i>			
<i>Western Fruit Co. v. Indus. Comm'n</i>			
<i>Whalen v. Finn</i>			
<i>WHITBECK v. WISCONSIN TAX COMM'N</i>			
<i>Wiedner v. Smith</i>			
<i>Wilcox v. Coumbe (In re Estate of Powell)</i>			
<i>WILL OF JONES v. FRANTZ</i>			
<i>WILL OF SCHAEFER: SCHAEFER v. ZIEBELL</i>			
<i>Wille v. State</i>			
<i>Wis. Creameries, Inc. v. Johnson</i>			
<i>Wisconsin General Finance Corp. v. Park Sav. Bank</i>			
<i>Wisconsin Granite Co. v. Industrial Com. of Wisconsin</i>			

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<i>Wisconsin Michigan Power Co. v. Wisconsin Tax Com.</i>			
<i>Wisconsin Tel. Co. v. Public Service Com.</i>			
<i>Wisconsin Transp. Co. v. Williams Bay</i>			
<i>Wobosel v. Lee</i>			
<i>Wohlt v. Farmers' Home Hail, Tornado & Cyclone Ins. Co.</i>			
<i>A. L. Abendschein v. Nienstedt (per curiam, 7-0)</i>			
<i>Albert Gisin v. Gillis (per curiam, 7-0)</i>			
<i>ANNIE SIMAC v. DARROW (per curiam, 7-0)</i>			
<i>Associated Gas & Oil Co. v. McCord (per curiam, 7-0)</i>			
<i>Bock v. Dean (per curiam, 7-0)</i>			
<i>Burdick v. Kousek (per curiam, 7-0)</i>			
<i>CHARLES SAPA v. KERN (per curiam, 7-0)</i>			
<i>Cline v. Chicago, S. P., M. & O. Ry. (per curiam, 7-0)</i>			
<i>Craney v. Kreger (per curiam, 7-0)</i>			
<i>Ernest v. Rich (per curiam, 7-0)</i>			
<i>Fidelity Phenix Fire Ins. Co. v. Industrial Com. of Wisconsin (per curiam, 7-0)</i>			
<i>First Nat'l Bank & Trust Co. v. Steinle (per curiam, 7-0)</i>			
<i>Forence Gisin v. Gillis (per curiam, 7-0)</i>			
<i>Freres v. Krause (per curiam, 7-0)</i>			
<i>Glen Lawrence v. Hanley (per curiam, 7-0)</i>			
<i>Gordon Lumber & Supply Co. v. Neergaard (per curiam, 7-0)</i>			
<i>Grimm v. Chatt (per curiam, 7-0)</i>			
<i>Hanley v. Peters (per curiam, 7-0)</i>			
<i>HARTMANN v. MILWAUKEE ELEC. RY. & LIGHT CO. (per curiam, 7-0)</i>			
<i>Holmes v. Holmes (per curiam, 7-0)</i>			
<i>In re Estate of Eisold (per curiam, 7-0)</i>			
<i>In re Estate of Kitzerow (per curiam, 7-0)</i>			
<i>In re Estate of Oleson (per curiam, 7-0)</i>			
<i>In re Hoeper (per curiam, 7-0)</i>			
<i>In re Will of Huebner (per curiam, 7-0)</i>			
<i>In re Will of Kraemer (per curiam, 7-0)</i>			
<i>JACOB LAPSENBERG v. SNAPP (per curiam, 7-0)</i>			
<i>Jagerson Fuel Co. v. Branham (per curiam, 7-0)</i>			
<i>Lawrence Olson v. McIver (per curiam, 7-0)</i>			
<i>LEO SAPA v. KERN (per curiam, 7-0)</i>			
<i>Lulu Lawrence v. Hanley (per curiam, 7-0)</i>			
<i>Margaret Olson v. McIver (per curiam, 7-0)</i>			
<i>Mattmiller v. Antigo Union Oil Co. (per curiam, 7-0)</i>			
<i>MEYER v. STEINEKE (per curiam, 7-0)</i>			
<i>Montgomery Ward & Co. v. Industrial Com. (per curiam, 7-0)</i>			

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<i>Musfeldt v. Hames (per curiam, 7-0)</i>			
<i>NICK SIMAC v. DARROW (per curiam, 7-0)</i>			
<i>Peterson v. Stevenson (per curiam, 7-0)</i>			
<i>SCHARLUTE LAPSEBERG v. SNAPP (per curiam, 7-0)</i>			
<i>Schletter v. Held, Gross & Held (per curiam, 7-0)</i>			
<i>Schmaling v. Wisconsin Michigan Power Co. (per curiam, 7-0)</i>			
<i>SCHUCHARDT v. MASSACHUSETTS BONDING & INS. CO. (per curiam, 7-0)</i>			
<i>Schultheiss v. Klass (per curiam, 7-0)</i>			
<i>SCHULTZ v. PARMENTIER (per curiam, 7-0)</i>			
<i>Siegel v. Siegel (per curiam, 7-0)</i>			
<i>Spagl v. Ballard (per curiam, 7-0)</i>			
<i>Stegeman v. Oldenburg (per curiam, 7-0)</i>			
<i>Tomberlin v. Chicago, S. P., M. & O. R. Co. (per curiam, 7-0)</i>			
<i>Trush v. Trush (per curiam, 7-0)</i>			
<i>United States Nat'l Bank v. Sampson-O'Connell (per curiam, 7-0)</i>			
<i>Venne v. Venne (per curiam, 7-0)</i>			
<i>WAGNER v. LEVY (per curiam, 7-0)</i>			
<i>WILL OF LEISTIKO v. LEISTIKO (per curiam, 7-0)</i>			
<i>Yehle v. Wiley (per curiam, 7-0)</i>			
<i>Commercial Casualty Insurance Co. v. Frost (6-0)</i>			
<i>In re Trautwein's Will (6-0)</i>			
<i>Lincoln Fireproof Warehouse Co. v. Milwaukee (6-0)</i>			
<i>Lippert v. Kirby (6-0)</i>			
<i>Miller v. Milwaukee Odd Fellows Temple (6-0)</i>			
<i>Miswald v. State (6-0)</i>			
<i>Rimling v. Scherper (6-0)</i>			
<i>Stockton v. Dombrowski (6-0)</i>			

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	363	369	98%
Fairchild	360	365	99%
Fritz	359	370	97%
Rosenberry	365	370	99%
Fowler	363	370	98%
Nelson	364	368	99%
Owen	362	370	98%

Non-Unanimous Decisions

Justice	Majority Votes Cast	Total Votes Cast	Percent in Majority
Wickhem	17	23	74%
Fairchild	18	23	78%
Fritz	12	23	52%
Rosenberry	18	23	78%
Fowler	16	23	70%
Nelson	19	23	83%
Owen	15	23	65%

Opinions Authored²

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	5-2	4-3
Wickhem	39	2	1	2
Fairchild	36	1	2	2
Fritz	45	1	1	0
Rosenberry	43	1	2	0
Fowler	42	0	2	2
Nelson	42	0	1	1
Owen	46	1	0	0

Opinion Author	Concurring Opinions	Dissenting Opinions
Wickhem	0	2
Fairchild	0	2
Fritz	0	1
Rosenberry	1	4
Fowler	1	3
Nelson	0	1
Owen	0	4

² *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 39% of the decisions, while the figure for Justices Wickhem and Rosenberry was 70%.

Agreement Between Pairs of Justices—All Decisions

	Fairchild	Fritz	Rosenberry	Fowler	Nelson	Owen
Wickhem	355/364=98%	354/369=96%	362/369=98%	360/369=98%	359/367=98%	361/369=98%
	Fairchild	355/365=97%	355/365=97%	357/365=98%	354/363=98%	356/365=98%
		Fritz	356/370=96%	356/370=96%	357/368=97%	357/370=96%
			Rosenberry	358/370=97%	361/368=98%	357/370=96%
				Fowler	357/368=97%	359/370=97%
					Nelson	360/368=98%
						Owen

Agreement Between Pairs of Justices—Non-Unanimous Decisions

	Fairchild	Fritz	Rosenberry	Fowler	Nelson	Owen
Wickhem	14/23=61%	8/23=35%	16/23=70%	14/23=61%	15/23=65%	15/23=65%
	Fairchild	13/23=57%	13/23=57%	15/23=65%	14/23=61%	14/23=61%
		Fritz	9/23=39%	9/23=39%	12/23=52%	10/23=43%
			Rosenberry	11/23=48%	16/23=70%	10/23=43%
				Fowler	12/23=52%	12/23=52%
					Nelson	15/23=65%
						Owen