

Four-to-Three Decisions¹

4-3 Alignments

Justices	Total	Case Names
Fairchild, Rosenberry, Fowler, Nelson	4	<i>In re Christoph</i> ; <i>In re Breckenridge</i> ; <i>In re Coogan</i> ; <i>In re Lunde</i>

4-3 Membership in the Majority

Justice	Votes
Wickhem	0
Fairchild	4
Fritz	0
Rosenberry	4
Fowler	4
Nelson	4
Owen	0

4-3 Majority Opinions Authored

	Opinions
Wickhem	0
Fairchild	0
Fritz	0
Rosenberry	0
Fowler	0
Nelson	4
Owen	0
Total	4

¹ *In re Breckenridge* (237 N.W. 139), *In re Coogan* (237 N.W. 139), and *In re Lunde* (237 N.W. 138) each generated one-sentence *per curiam* decisions indicating that they were ruled by the decision in *In re Christoph* (237 N.W. 134). As explained in the introductory note for this 1930-31 set of tables, the three cases were in effect consolidated with *In re Christoph*. Consequently, the three cases (all decided by the same 4-3 vote and majority opinion as *In re Christoph*) are included in these tables pertaining to 4-3 decisions, but only *In re Christoph* figures in this post's other tables. Following the procedure explained in the introductory note, the four cases are counted as only one in the total of 361 decisions filed in 1930-31.

Decisions by Vote Split²

7-0 (or 6-0, 5-0) 349/361 (97%)	6-1 10/361 (3%)	5-2 1/361 (0.3%)	4-3 1/361 (0.3%)
<i>Abraham v. Clark</i>	<i>A&P v. Indus. Comm'n of Wis.</i>	<i>Watts v. Rent-A-Ford Co.</i>	<i>In re Christoph</i>
<i>ACME BODY WORKS v. INDUSTRIAL COMM'N OF WISCONSIN</i>	<i>Baker v. Janesville Traction Co.</i>		
<i>Agricultural Bond & Credit Corp.</i>	<i>Eggert v. Kullmann</i>		
<i>Appleton v. Greenspon</i>	<i>Interstate Power Co. v. Industrial Com. of Wisconsin</i>		
<i>Backhausen v. Mayer</i>	<i>Johnson v. S. W. Straus & Co.</i>		
<i>Ballstadt v. Pagel</i>	<i>Madden Bros. v. Jacobs</i>		
<i>Barly v. Public Fire Ins. Co.</i>	<i>Miller v. Stanich</i>		
<i>Beach v. Gehl</i>	<i>Waitkus v. Chicago & N. W. R. Co.</i>		
<i>Benton v. Stadler</i>	<i>Wenzel & Henoch Co. v. Industrial Com.</i>		
<i>Bergstein v. Popkin</i>	<i>Wenzel & Henoch Const. Co. v. Industrial Com.</i>		
<i>Bewley v. Kipp</i>			
<i>Beznor v. Howell</i>			
<i>Board of Trustees v. Watertown Bldg. & Loan Ass'n</i>			
<i>Boardman v. State</i>			
<i>Bonich v. State</i>			
<i>Breuer v. Arenz</i>			
<i>Brunner v. Barronett State Bank</i>			
<i>Buckeye v. Buckeye</i>			
<i>Cardinal Pub. Co. v. Madison</i>			
<i>Caroline State Bank v. Andrews</i>			
<i>Carriveau v. Vatapek</i>			
<i>Charette v. Prudential Ins. Co.</i>			
<i>Chicago Club of Lake Geneva v. Ryan</i>			
<i>CHRISTIANSEN v. AETNA CAS. & SUR. CO.</i>			
<i>City of Sheboygan v. Indus. Comm'n of Wis.</i>			
<i>City of W. Bend v. Indus. Comm'n of Wis.</i>			
<i>Clifford v. Hartford</i>			
<i>Colignon v. Artz</i>			
<i>Commonwealth Tel. Co. v. Paley</i>			
<i>Connell v. Connell</i>			

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² *In re Breckenridge* (237 N.W. 139), *In re Coogan* (237 N.W. 139), and *In re Lunde* (237 N.W. 138) each generated one-sentence *per curiam* decisions indicating that they were ruled by the decision in *In re Christoph* (237 N.W. 134). As explained in the introductory note for this 1930-31 set of tables, the three cases were in effect consolidated with *In re Christoph*. Consequently, the three cases (all decided by the same 4-3 vote and majority opinion as *In re Christoph*) are included in the tables pertaining to 4-3 decisions, but only *In re Christoph* figures in this post's other tables. Following the procedure explained in the introductory note, the four cases are counted as only one in the total of 361 decisions filed in 1930-31.

As the result of rounding, the percentages do not add up to one hundred. Occasionally, a justice will author a separate opinion that concurs in part and dissents in part. For SCOWstats tables, each such vote is 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 is 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 is classified as a concurrence.

<i>Connor Lumber & Land Co. v. Industrial Com.</i>			
<i>Cowin & Co. v. Merrill</i>			
<i>Coyle v. Richter</i>			
<i>Dauplaise v. Yellow Taxicab Co.</i>			
<i>De Forest Dairy Co. v. Friedrich</i>			
<i>Delta Fish & Fur Farms v. Pierce</i>			
<i>Demirjian v. New York Life Ins. Co.</i>			
<i>Depner v. United States Nat'l Bank</i>			
<i>Douglass v. Ransom</i>			
<i>Eck v. Netherlands Ins. Co.</i>			
<i>EGAN v. SELLS</i>			
<i>Employers' Mut. Liability Ins. Co. v. Ferd H. Grahl Const. Co.</i>			
<i>Erickson v. Village of West Salem</i>			
<i>ESTATE OF BATZ: STATE BANK v. BATZ</i>			
<i>ESTATE OF DICK v. CENTRAL WISCONSIN TRUST CO.</i>			
<i>ESTATE OF DREIER: DREIER v. DURST</i>			
<i>ESTATE OF NEWMAN: NELSON v. NEWMAN</i>			
<i>ESTATE OF SVEEN: THOE v. SVEEN</i>			
<i>ESTATE OF TEYNOR: TEYNOR v. TEYNOR</i>			
<i>Falk Corp. v. Industrial Com.</i>			
<i>Falk v. Wisconsin Tax Com.</i>			
<i>Farino v. State</i>			
<i>Farmers Exchange Bank v. Oneida Motor Truck Co.</i>			
<i>Fidelity & Deposit Co. v. Madson</i>			
<i>Fiel v. Racine</i>			
<i>Fink v. La Crosse Mut. Fire Ins. Co.</i>			
<i>Firestone Tire & Rubber Co. v. Werner</i>			
<i>First Nat'l Bank v. Wisconsin Tax Com.</i>			
<i>Fischer v. Landisch</i>			
<i>Fisher v. Goodman</i>			
<i>Forgan v. Smedal</i>			
<i>Frank C. Schilling Co. v. Detry</i>			
<i>FULLEYLOVE v. CONSTITUTION INDEM. INS. CO.</i>			
<i>Fulton v. First Volunteer Co.</i>			
<i>GEHLOFF v. KANDLER</i>			
<i>Gentilli v. Brennan</i>			
<i>Gerue v. Indus. Comm'n of Wis.</i>			
<i>Gilbertson v. State</i>			
<i>Gillette v. Manitowoc Church Furniture Co.</i>			
<i>Gillitzer v. Ducharme</i>			
<i>Goehmann v. National Biscuit Co.</i>			
<i>Grady v. Meyer</i>			
<i>Haag v. Gorman</i>			
<i>Hack v. Mineral Point</i>			
<i>Hamilton v. Van Laanen</i>			
<i>Hanes v. Hermsen</i>			
<i>Hanson v. Custer</i>			
<i>Hargraves v. Hoffmann</i>			
<i>Harris v. Joint School Dist.</i>			

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<i>Hawkins Realty Co. v. Hawkins State Bank</i>			
<i>Hazelwood v. Olinger Bldg. Dep't Stores</i>			
<i>Hendricks v. McCormick Memorial Home</i>			
<i>Henry v. Chicago, B. & Q. R. Co.</i>			
<i>Hilker v. Western Auto. Ins. Co.</i>			
<i>HOEPER v. WISCONSIN TAX COMM'N</i>			
<i>Hotel Pfister v. Wisconsin Tel. Co.</i>			
<i>Housner v. Baltimore-American Ins. Co.</i>			
<i>Hunter v. Barronett State Bank</i>			
<i>In re Bagley's Guardianship</i>			
<i>In re Condemnation of Lands</i>			
<i>In re Constitutionality of Section 251.18</i>			
<i>In re Grand Jury Report</i>			
<i>In re Kaufer's Will</i>			
<i>In re Platt's Will</i>			
<i>In re Scheuren's Will</i>			
<i>In re Schilling's Will [237 N.W. 130]</i>			
<i>In re Schilling's Will [237 N.W. 122]</i>			
<i>In re Schneider's Will</i>			
<i>In re Stark's Will</i>			
<i>In re Valley's Will</i>			
<i>INTERNATIONAL SHOE CO. v. CHAIMSON</i>			
<i>J. G. Jansen, Inc. v. Rilling</i>			
<i>Jacobsen v. State</i>			
<i>Johnson v. Wisconsin Lumber & Supply Co.</i>			
<i>Kauphusman v. Home Mut. Hail-Tornado Ins. Co.</i>			
<i>Kelly v. Wisconsin Tax Com.</i>			
<i>Kelm v. Kelm</i>			
<i>Kendall v. Sump</i>			
<i>Kenner v. Edwards Realty & Finance Co.</i>			
<i>Klema v. Milwaukee Electric R. & L. Co.</i>			
<i>Kloetzner v. Rudolph Wurlitzer Co.</i>			
<i>Klundby v. Hogden</i>			
<i>Knight & Bostwick v. Moore</i>			
<i>Koepke v. E. Liethen Grain Co.</i>			
<i>Krell v. Industrial Com. of Wisconsin</i>			
<i>Kruse v. Weigand</i>			
<i>Kukuska v. Home Mut. Hail-Tornado Ins. Co.</i>			
<i>Kurowski v. Retail Hardware Mut. Fire Ins. Co.</i>			
<i>La Crosse v. Elbertson</i>			
<i>La Motte v. Retail Hardware Mut. Fire Ins. Co.</i>			
<i>La Vine v. State</i>			
<i>Lardeau v. Johnson</i>			
<i>Lathrop v. Cary</i>			
<i>Lefebvre v. Autoist Mut. Ins. Co.</i>			
<i>Lehner v. Chicago, M. & S. P. & P. R. Co.</i>			
<i>Leichtle v. Perssion</i>			
<i>Lerner v. Delavan</i>			
<i>Lewis v. Insurance Co. of North America</i>			
<i>Livingston County Trust Co. v. Green Bay Canning Co.</i>			
<i>Luitze v. State</i>			

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<i>Lund v. Keeler</i>			
<i>Mack International Motor Truck Corp. v. Thelen Trucking Co.</i>			
<i>Mackenzie v. Kutz</i>			
<i>Mann v. Grinwald</i>			
<i>Manns v. Marinette & Menominee Paper Co.</i>			
<i>Manol v. Moskin Credit Clothing Co.</i>			
<i>MARATHON PAPER MILLS CO. v. INDUSTRIAL COMM'N OF WISCONSIN</i>			
<i>Markgraf v. Columbia Bank of Lodi</i>			
<i>Martin Orchard Co. v. Fruit Growers' Canning Co.</i>			
<i>Mathews Industries v. Hurtgen Dairy Products Co.</i>			
<i>Mattson v. Mattson</i>			
<i>McComb v. McComb</i>			
<i>McCumber v. Rovelsky</i>			
<i>McDonald v. State</i>			
<i>Medley v. Trenton Inv. Co.</i>			
<i>Mellor v. Heggaton</i>			
<i>MEREDITH v. MASSACHUSETTS BONDING & INS. CO.</i>			
<i>Metzger v. Indus. Comm'n of Wis.</i>			
<i>Midland Lumber & Coal Co. v. Roessler</i>			
<i>Milwaukee County v. Milwaukee Western Fuel Co.</i>			
<i>Milwaukee Electric Ry. & Light Co. v. Pallange</i>			
<i>Milwaukee Toy Co. v. Industrial Com. of Wisconsin</i>			
<i>Milwaukee v. Kassen</i>			
<i>Milwaukee v. Kaun</i>			
<i>Milwaukee v. Meyer</i>			
<i>Milwaukee v. Milwaukee Electric Ry. & Light Co.</i>			
<i>MITTLEMAN v. NASH SALES</i>			
<i>Morris F. Fox & Co. v. Lisman</i>			
<i>Mueller v. Jagerson Fuel Co.</i>			
<i>Muller v. S.J. Groves & Sons Co.</i>			
<i>Nellis v. Chicago, M. St. P. & P. R. Co.</i>			
<i>Nestle's Food Co. v. Industrial Com. of Wisconsin</i>			
<i>Newman v. Industrial Com. of Wisconsin</i>			
<i>Nicholson v. Schroeder</i>			
<i>NORRIS v. WISCONSIN TAX COMM'N</i>			
<i>Northern Wisconsin Product Co. v. Chicago & N. W. R. Co.</i>			
<i>Oehler v. State</i>			
<i>Olk v. Marquardt</i>			
<i>Osborne v. Montgomery</i>			
<i>Ostermann v. Milwaukee Electric Ry. & Light Co.</i>			
<i>Ottman v. Tilbury</i>			
<i>Overton v. Wisconsin Tax Com.</i>			
<i>Parke v. State</i>			
<i>Parke, Austin & Lipscomb v. Sexauer</i>			
<i>Paul v. Greenfield</i>			
<i>Perrugini v. State</i>			

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<i>Peterson v. Feyereisen</i>			
<i>PETTERA v. COLLINS</i>			
<i>Petric v. Gridley Dairy Co.</i>			
<i>Phillips v. Saecker</i>			
<i>Plymouth v. Railroad Com. of Wisconsin</i>			
<i>Prange v. Rognstad</i>			
<i>Prelipp v. Prelipp</i>			
<i>PRINCE v. C. G. BRETTING MFG. CO.</i>			
<i>Reiland v. Wisconsin Valley Electric Co.</i>			
<i>Rice Lake v. Citizens' State Bank</i>			
<i>RICHARD PICK & HELLER CO. v. FIDELITY & DEPOSIT CO. OF MARYLAND</i>			
<i>RISSLING v. MILWAUKEE ELEC. RY. & LIGHT CO.</i>			
<i>Roberts v. Roberts</i>			
<i>Royer v. Saecker</i>			
<i>Rupert v. Chicago, M. S. P. & P. R. Co.</i>			
<i>Rusch v. Wald</i>			
<i>RYCHWALSKI v. BARANOWSKI</i>			
<i>S. S. Kresge Co. v. Railroad Com.</i>			
<i>Schawano Canning Co. v. Dengel</i>			
<i>Scheldberger v. State</i>			
<i>SCHLECHT, Administratrix v. ANDERSON</i>			
<i>Schmitz v. Wisconsin Soap Mfg. Co.</i>			
<i>Schneider v. Payne</i>			
<i>Schoenfeld v. Journal Co.</i>			
<i>Schwenker v. Bekkedal</i>			
<i>Schwenker v. Parry</i>			
<i>Schwenker v. Reedal</i>			
<i>Seaman Body Corp. v. Industrial Com. of Wisconsin</i>			
<i>Seligman v. Hammond</i>			
<i>Shearer v. Pringle</i>			
<i>Smart v. Wisconsin Tax Com.</i>			
<i>SMITH v. STARKEY</i>			
<i>Spielberg v. Harris</i>			
<i>Spodick v. Nash Motors Co.</i>			
<i>St. Joseph v. Willow River Power Co.</i>			
<i>Stankiewicz v. Hartland Farmers' Mut. Fire Ins. Co.</i>			
<i>Starbird v. Davison</i>			
<i>Starr v. State</i>			
<i>State Ex Re L Mattek v. Langlade County</i>			
<i>State ex rel. Board of Education v. Racine</i>			
<i>State ex rel. Coyle v. Richter</i>			
<i>State ex rel. Grelle v. Carroll</i>			
<i>State ex rel. Jefson v. Mahoney</i>			
<i>State ex rel. Meyer v. Keeler</i>			
<i>State ex rel. Progressive Assurance Co. v. Freedy</i>			
<i>State ex rel. Pumplin v. Hohle</i>			
<i>State ex rel. Reynolds v. Breidenbach</i>			
<i>State ex rel. Smith v. Belden</i>			
<i>State ex rel. Thieme v. Gregory</i>			
<i>State ex rel. United States Rubber Co. v. Gregory</i>			
<i>State ex rel. Williams v. Shaughnessy</i>			

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<i>State v. Bliven</i>			
<i>State v. Chicago & N. W. R. Co.</i>			
<i>State v. Dowling</i>			
<i>State v. Gether Co.</i>			
<i>State v. Gilmer</i>			
<i>State v. Grulkowski</i>			
<i>State v. Kern</i>			
<i>State v. Rufus</i>			
<i>State v. Stetson</i>			
<i>Steppe v. Farber</i>			
<i>Stetson v. State</i>			
<i>Stickles v. Reichardt</i>			
<i>Sturman v. Industrial Com. of Wisconsin</i>			
<i>Suts v. Chicago & N. W. R. Co.</i>			
<i>Swiergul v. Suamico</i>			
<i>Taluc v. Fall Creek Farmers' Mut. Fire Ins. Co.</i>			
<i>Thauer v. Gaebler</i>			
<i>TOWN OF WHITEWATER v. TOWN OF RICHMOND</i>			
<i>Trush v. Trush</i>			
<i>Underwood Veneer Co. v. Lucia</i>			
<i>Vandervort v. Industrial Com. of Wisconsin</i>			
<i>Verhelst Const. Co. v. Galles</i>			
<i>Vetter v. Rein</i>			
<i>Vill. of Schofield v. Indus. Comm'n</i>			
<i>Voegeli v. Voegeli</i>			
<i>Voss v. State</i>			
<i>Walton v. Dayton Hotel Co.</i>			
<i>Warner v. Gregory</i>			
<i>Washburn v. Skogg</i>			
<i>Waters v. Markham</i>			
<i>Waukesha Finance Corp. v. Southard</i>			
<i>Waukesha Sav. Bdg. & Loan Ass'n v. Hamill</i>			
<i>Wenninger v. Witt</i>			
<i>West v. Johnson</i>			
<i>Whitehead & Matheson Co. v. Jensen</i>			
<i>Wiger v. Mutual Life Ins. Co.</i>			
<i>Wilcott v. Ley</i>			
<i>WILL OF POLLER; GOODELL v. POLLER</i>			
<i>Winter v. Industrial Com. of Wisconsin</i>			
<i>Wisconsin Gas & Electric Co. v. Industrial Com. of Wisconsin</i>			
<i>Wisconsin Livestock Ass'n v. Bowerman</i>			
<i>Wisconsin Mut. Liability Co. v. Industrial Com. of Wisconsin</i>			
<i>Wonewoc v. Taubert</i>			
<i>Wood v. Placky</i>			
<i>Woodmansee v. Schmitz</i>			
<i>Worthington Pump & Machinery Corp. v. Cudahy</i>			
<i>Wrenshall State Bank v. Shutt</i>			
<i>Wright v. Buckley</i>			
<i>Wussow v. Badger State Bank</i>			
<i>Yawkey-Bissell Lumber Co. v. Railroad Com.</i>			

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<i>Zartner v. Holzhauer</i>			
<i>Zurich General Acci. & Liability Ins. Co. v. Industrial Com. of Wisconsin</i>			
<i>Belt Line Realty Co. v. Dick</i> (6-0)			
<i>Decker v. Ladish-Stoppenback Co.</i> (6-0)			
<i>E. L. Husting Co. v. Coca Cola Co.</i> (6-0)			
<i>Egger v. Northwestern Mut. Life Ins. Co.</i> (6-0)			
<i>Ennis v. Milwaukee Electric R. & Light Co.</i> (6-0)			
<i>ESTATE OF WEEK v. FINCH</i> (6-0)			
<i>Flambeau River Lumber Co. v. Chippewa & Flambeau Imp. Co.</i> (6-0)			
<i>Flambeau River Lumber Co. v. R.R. Comm'n of Wis.</i> (6-0)			
<i>G. W. Hirth, Inc. v. Clybourn Realty Co.</i> (6-0)			
<i>Green v. Loberg</i> (6-0)			
<i>Hanna v. Curtiss State Bank</i> (6-0)			
<i>Harvey v. Harvey</i> (6-0)			
<i>Heinemann v. Heinemann</i> (6-0)			
<i>Koch v. Johnstone, Inc.</i> (6-0)			
<i>Raabe v. Brzoskowski</i> (6-0)			
<i>Scharine v. Huebsch</i> (6-0)			
<i>Wisconsin Club v. John</i> (6-0)			
<i>Muska v. Apel</i> (5-0)			
<i>Andersen v. Beck</i> (per curiam, 7-0)			
<i>Bassett v. Weikel</i> (per curiam, 7-0)			
<i>Batho v. Bergholtz</i> (per curiam, 7-0)			
<i>BIBERDICH v. POVKOVICH</i> (per curiam, 7-0)			
<i>Bleiler v. Cressey</i> (per curiam, 7-0)			
<i>Carlson v. Wangen</i> (per curiam, 7-0)			
<i>Clark Motor Co. v. Schaefer</i> (per curiam, 7-0)			
<i>Couey v. Walecka</i> (per curiam, 7-0)			
<i>Davis v. Sage</i> (per curiam, 7-0)			
<i>Dollhausen v. Femrite</i> (per curiam, 7-0)			
<i>ESTATE OF LICHTFUS: PREY v. ESTATE OF LICHTFUS</i> (per curiam, 7-0)			
<i>ESTATE OF WEIHLER: GUENTHER v. RUPP</i> (per curiam, 7-0)			
<i>Finder v. Beckley</i> (per curiam, 7-0)			
<i>Fischer v. R. J. Reynolds Tobacco Co.</i> (per curiam, 7-0)			
<i>Freeman-Beddoe Shoe Mfg. Co. v. White</i> (per curiam, 7-0)			
<i>Gilbert v. Popp</i> (per curiam, 7-0)			
<i>Hartnell v. Newell</i> (per curiam, 7-0)			
<i>Hogle v. Traas Candy Co.</i> (per curiam, 7-0)			
<i>In re Estate of Eckstein</i> (per curiam, 7-0)			
<i>In re Estate of Olson</i> (per curiam, 7-0)			
<i>In re Will of Ainsworth</i> (per curiam, 7-0)			
<i>In re Will of Janty</i> (per curiam, 7-0)			
<i>In re Will of Sherman</i> (per curiam, 7-0)			
<i>Jansen v. Jansen</i> (per curiam, 7-0)			
<i>Johnston v. Cudahy</i> (per curiam, 7-0)			

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<i>Knoll v. Minneapolis, S. P. & S. S. M. R. Co. (per curiam, 7-0)</i>			
<i>Kohl v. Nitschke (per curiam, 7-0)</i>			
<i>Latex Tire Co. v. Wheatley (per curiam, 7-0)</i>			
<i>Luetten v. Burlington Silver Black Fox Farm (per curiam, 7-0)</i>			
<i>Marcou v. Rockland State Bank (per curiam, 7-0)</i>			
<i>McEldowney v. West Salme Canning Co. (per curiam, 7-0)</i>			
<i>Miller v. Federal Mut. Auto. Ins. Co. (per curiam, 7-0)</i>			
<i>Miller v. Wisconsin Power & Light Co. (per curiam, 7-0)</i>			
<i>Ness v. Kuehne (per curiam, 7-0)</i>			
<i>Ostenson v. Lakeway Supply Co. (per curiam, 7-0)</i>			
<i>Passmore v. Jennings (per curiam, 7-0)</i>			
<i>Pusch v. Pusch (per curiam, 7-0)</i>			
<i>Reilly v. Milwaukee Tank Works (per curiam, 7-0)</i>			
<i>Rosenberg v. McGinn (per curiam, 7-0)</i>			
<i>Saunders v. Saunders (per curiam, 7-0)</i>			
<i>Showskey v. Cohodas (per curiam, 7-0)</i>			
<i>State Bank of Greenleaf v. Nickolai (per curiam, 7-0)</i>			
<i>State ex rel. Ribansky v. Shaughnessy (per curiam, 7-0)</i>			
<i>THILL v. KLEIN (per curiam, 7-0)</i>			
<i>Thompson v. Friederich (per curiam, 7-0)</i>			
<i>Trachte v. Oestreich (per curiam, 7-0)</i>			
<i>Woodman State Bank v. Mink (per curiam, 7-0)</i>			
<i>Yankow v. Allen (per curiam, 7-0)</i>			
<i>Zernicke v. R. J. Reynolds Tobacco Co. (per curiam, 7-0)</i>			
<i>Zinke v. Buch (per curiam, 7-0)</i>			
<i>Zuehlke v. Zuehlke (per curiam, 7-0)</i>			
<i>Braeunert v. Derong (per curiam, 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	357	360	99%
Fairchild	349	349	100%
Fritz	356	361	99%
Rosenberry	359	361	99%
Fowler	359	359	100%
Nelson	356	356	100%
Owen	356	361	99%

Non-Unanimous Decisions

Justice	Majority Votes Cast	Total Votes Cast	Percent in Majority
Wickhem	9	12	75%
Fairchild	12	12	100%
Fritz	7	12	58%
Rosenberry	10	12	83%
Fowler	12	12	100%
Nelson	12	12	100%
Owen	7	12	58%

Opinions Authored³

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, 5-0)	6-1	5-2	4-3
Wickhem	40	2	0	0
Fairchild	44	1	0	0
Fritz	41	1	0	0
Rosenberry	48	1	0	0
Fowler	41	2	1	0
Nelson	38	2	0	1
Owen	45	1	0	0

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

³ *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 Owen voted together in 33% of the decisions, while the figure for Justices Wickhem and Fowler was 75%.

Agreement Between Pairs of Justices—All Decisions

	Fairchild	Fritz	Rosenberry	Fowler	Nelson	Owen
Wickhem	345/348=99%	354/360=98%	355/360=99%	355/358=99%	353/356=99%	356/360=99%
	Fairchild	344/349=99%	347/349=99%	347/347=100%	344/344=100%	344/349=99%
		Fritz	354/361=98%	354/359=99%	351/356=99%	353/361=98%
			Rosenberry	357/359=99%	354/356=99%	354/361=98%
				Fowler	354/354=100%	354/359=99%
					Nelson	351/356=99%
						Owen

Agreement Between Pairs of Justices—Non-Unanimous Decisions

	Fairchild	Fritz	Rosenberry	Fowler	Nelson	Owen
Wickhem	9/12=75%	6/12=50%	7/12=58%	9/12=75%	9/12=75%	8/12=67%
	Fairchild	7/12=58%	10/12=83%	12/12=100%	12/12=100%	7/12=58%
		Fritz	5/12=42%	7/12=58%	7/12=58%	4/12=33%
			Rosenberry	10/12=83%	10/12=83%	5/12=42%
				Fowler	12/12=100%	7/12=58%
					Nelson	7/12=58%
						Owen