

Four-to-Three Decisions

4-3 Alignments

Justices	Total	Case Names
Rosenberry, Eschweiler, Doerfler, Vinje	2	<i>State ex rel. Hansen v. Cary; Wisconsin Gas &amp; Electric Co. v. Ft. Atkinson</i>
Stevens, Owen, Doerfler, Vinje	1	<i>Cermak v. Milwaukee Air Power Pump Co.</i>
Rosenberry, Owen, Eschweiler, Doerfler	1	<i>Governor ex rel. Mlekus v. Maryland Casualty Co.</i>
Stevens, Owen, Eschweiler, Doerfler	1	<i>Kralovetz v. State</i>
Crownhart, Rosenberry, Stevens, Owen	1	<i>Moore v. Moore</i>

4-3 Membership in the Majority

Justice	Votes
Crownhart	1
Rosenberry	4
Stevens	3
Owen	4
Eschweiler	4
Doerfler	5
Vinje	3

4-3 Majority Opinions Authored

	Opinions
Crownhart	0
Rosenberry	2
Stevens	2
Owen	1
Eschweiler	0
Doerfler	0
Vinje	1
<b>Total</b>	<b>6</b>

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

7-0 (or 6-0)	6-1 (or 5-1)	5-2	4-3
265/296 (90%)	21/296 (7%)	4/296 (1%)	6/296 (2%)
<i>Sorenson v. Chicago, M. &amp; S. P. R. Co.</i>	<i>Wick v. Wick</i>	<i>State ex rel. Tank v. Anderson</i>	<i>State ex rel. Hansen v. Cary</i>
<i>Bogan v. State</i>	<i>Forest County v. Poppy</i>	<i>Eckman v. State</i>	<i>Cermak v. Milwaukee Air Power Pump Co.</i>
<i>Chicago, M. &amp; S. P. R. Co. v. Malleable Iron Range Co.</i>	<i>Coad v. O'Brien</i>	<i>Motors Acceptance Co. v. Wis. Tax Comm'n</i>	<i>Governor ex rel. Mlekus v. Maryland Casualty Co.</i>
<i>Dormeyer v. Hall</i>	<i>ESTATE OF LEVALLEY: FIRST WISCONSIN TRUST CO. v. WISCONSIN TAX COMM'N</i>	<i>Northern Wisconsin Co-op. Tobacco Pool v. Oleson</i>	<i>Kralovetz v. State</i>
<i>Hoffman v. Piper</i>	<i>KUEHNEMANN v. BOYD</i>		<i>Moore v. Moore</i>
<i>Kastler v. Tures</i>	<i>Lundgren v. Gimbel Bros.</i>		<i>Wisconsin Gas &amp; Electric Co. v. Ft. Atkinson</i>
<i>McGovern v. Kraus</i> [213 N.W. 334]	<i>Malas v. Lounsbury</i>		
<i>Oconto Co. v. Wisconsin Tax Com.</i>	<i>State ex rel. Cronkhite v. Belden</i>		
<i>Pollock v. Columbia Bank</i>	<i>Weitzman v. Bissell Lumber Co.</i>		
<i>Richards v. State</i>	<i>Evangelische L. St. Thomas Gemeinde v. German E. L. St. Matthews Church</i>		
<i>Riesen v. School Dist.</i>	<i>HUNTER MACH. CO. v. SOUTHERN SUR. CO.</i>		
<i>Rogers v. Lurye Furniture Co.</i>	<i>MALONE v. STATE</i>		
<i>State ex rel. Boysa v. Fritz</i>	<i>Neelen v. Holzhauser</i>		
<i>State ex rel. D. J. Murray Mfg. Co. v. Fritz</i>	<i>New York Life Ins. Co. v. State</i>		
<i>Braasch v. Bonde</i>	<i>Richardson v. Stephenson</i>		
<i>Broadway-Wisconsin Inv. Co. v. Sentinel Co.</i>	<i>Robinson v. Parker</i>		
<i>BUCHHOLZ v. BREITBACH</i>	<i>Rusczyk v. Chicago &amp; N. W. R. Co.</i>		
<i>Campbell v. Sutliff</i>	<i>State ex rel. Durham Tropical Land Corp. v. Wisconsin Real Estate Brokers' Board</i>		
<i>CHEESMAN v. WERNER</i>	<i>Ullman v. Bee Hive Dep't Store</i>		
<i>Chicago, S. P., M. &amp; O. R. Co. v. Black River Falls</i>	<i>State ex rel. Baxter v. Beckley</i> (5-1)		
<i>Cleary v. Eckart</i>	<i>In re Stolen</i> (5-1)		
<i>Cobb v. State</i>			
<i>Commonwealth Realty Co. v. Fred Miller Brewing Co.</i>			
<i>Doscher v. State</i>			
<i>DUCOMMUN v. INTER-STATE EXCH.</i>			
<i>Eckel v. Richter</i>			

(continued on following page)

<sup>1</sup> Occasionally, a justice will author a separate opinion that concurs in part and dissents in part. For SCOWstats tables, each 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>ESTATE OF EDWINSON v. SVEEN</i>			
<i>ESTATE OF FINK</i>			
<i>ESTATE OF LINKMAN: WEYENBERG, Administrator v. TOMKIEWICZ</i>			
<i>ESTATE OF SINGER: SINGER v. TIKALSKY</i>			
<i>ESTATE OF WILKINS: WHALEY v. AVERY</i>			
<i>First State Bank v. Harrington</i>			
<i>Flanner Co. v. Indus. Comm'n of Wis.</i>			
<i>Flatley Bros. Co. v. Beaugard</i>			
<i>Fluck v. Meiroff</i>			
<i>Friedman v. Wisconsin Acceptance Corp.</i>			
<i>Genske v. Leutner</i>			
<i>Glidden v. State</i>			
<i>Grether v. Nick</i>			
<i>Halls v. McKearn</i>			
<i>Hammond v. State</i>			
<i>Hibbard v. North American Life Ins. Co.</i>			
<i>Hickey v. Sutton</i>			
<i>Howard v. Lunaburg</i>			
<i>Hug v. Theilacker</i>			
<i>In re Patterson's Estate</i>			
<i>In re Portege Mortg. Loan &amp; Trust Co.</i>			
<i>In re Tarnowski</i>			
<i>John F. Jelke Co. v. Emery</i>			
<i>Johnson v. State</i>			
<i>Kannenber v. State</i>			
<i>Kingston v. Chicago &amp; N. W. R. Co.</i>			
<i>Klann v. Icke</i>			
<i>Landoski v. Mueller</i>			
<i>Laughlin v. Goff</i>			
<i>Loehr v. Crocker</i>			
<i>Matta v. Katsoulas</i>			
<i>McGee v. Hahn</i>			
<i>McGeehan v. Ashland County</i>			
<i>McGovern v. Kraus [213 N.W. 332]</i>			
<i>Melcher Lumber Co. v. Gunderson</i>			
<i>Meyers v. State</i>			
<i>Miller v. Douglass</i>			
<i>Millin v. State</i>			
<i>Milwaukee v. Johnson</i>			
<i>Milwaukee v. State</i>			
<i>Mlodzik v. Ackerman Oil Co.</i>			
<i>Monahan v. Mutual Life Ins. Co.</i>			
<i>NEKOOSA-EDWARDS PAPER CO. v. RAILROAD COMM'N OF WISCONSIN</i>			
<i>Northern Coal &amp; Dock Co. v. Industrial Com.</i>			
<i>Overly Special School Dist. v. Haber</i>			
<i>Pabst Corp. v. Milwaukee</i>			
<i>Peterson v. Gales</i>			
<i>Prahl v. Boehme</i>			
<i>Prentiss-Wabers Stove Co. v. Millers' Mut. Fire Ins. Ass'n [211 N.W. 776]</i>			

(continued on following page)

<i>Preston v. La Belle View Corp.</i>			
<i>Retelle v. Sullivan</i>			
<i>Schmidt v. Chicago &amp; N. W. R. Co.</i>			
<i>SCHMIEDEKE v. FOUR WHEEL DRIVE AUTO CO.</i>			
<i>Schuler v. State</i>			
<i>Schulteis v. Trade Press Pub. Co.</i>			
<i>Schumann v. State</i>			
<i>Southern Wisconsin Acceptance Co. v. Paull</i>			
<i>State ex rel. Fulton v. Zimmerman</i>			
<i>State ex rel. Stevens v. Grimm</i>			
<i>State v. Langlade County Creamery Co.</i>			
<i>State v. McDonald</i>			
<i>Stockhausen v. Oehler</i>			
<i>VILTER MFG. CO. v. INDUSTRIAL COMM'N OF WISCONSIN</i>			
<i>West Park Realty Co. v. Porth</i>			
<i>Wille v. State</i>			
<i>Willeard v. Winkelman</i>			
<i>Wyss v. State</i>			
<i>Zeidler v. Goelzer</i>			
<i>Zemlicka v. Mississippi Valley Public Service Co.</i>			
<i>Zillmer v. Delsmann</i>			
<i>Zurich General Acci. &amp; Liability Ins. Co. v. Industrial Com. of Wisconsin</i>			
<i>Adrian v. State</i>			
<i>Anderson v. State</i>			
<i>BAHRS v. KOTTKE</i>			
<i>Barron County Canning &amp; Pickle Co. v. Niana Pure Food Co.</i>			
<i>Belongia v. Belongia</i>			
<i>Bentson v. Brown</i>			
<i>Berantsen v. Reuteler &amp; Dorsch</i>			
<i>BIBLE v. FISHER</i>			
<i>Bjorkquist v. Reuteman</i>			
<i>Bluhm v. Byram</i>			
<i>Borosich v. Metropolitan Life Ins. Co.</i>			
<i>BOROWICZ v. HAMANN</i>			
<i>Brihm v. Aetna Ins. Co.</i>			
<i>Brockman v. State</i>			
<i>Brown v. Gaulke</i>			
<i>Brown v. Siegel</i>			
<i>Buckingham Radio Corp. v. Persion Furniture Co.</i>			
<i>Burg v. Brown</i>			
<i>Campbell v. Rogers</i>			
<i>Carisch v. Farmers' &amp; Merchants' State Bank</i>			
<i>Central Steam Heat &amp; P. Co. v. Railroad Com. of Wisconsin</i>			
<i>Citizens Nat'l Bank v. Republic Casualty Co.</i>			
<i>Cliffs Chemical Co. v. Wisconsin Tax Com.</i>			
<i>Coakley v. Degner</i>			
<i>Columbia County Fair Ass'n v. Shanks</i>			
<i>Commonwealth Tel. Co. v. Carley</i>			

(continued on following page)

<i>Corti v. Cooney</i>			
<i>Crolius v. Lorge</i>			
<i>Day v. Hustisford Farmers' Mut. Ins. Co.</i>			
<i>Dunham v. Fisher</i>			
<i>Edwards v. Milwaukee Electric R. &amp; L. Co.</i>			
<i>Ehaney v. Chesebro</i>			
<i>Erickson v. Patterson</i>			
ESTATE OF GABRICK			
ESTATE OF HORKAN: HORKAN v. CROAL			
ESTATE OF MANDERSCHIED: MANDERSCHIED v. MANDERSCHIED			
ESTATE OF MERRILL v. MERRILL			
ESTATE OF NEITMAN: PROCHNOW v. NEITMAN			
ESTATE OF PRICE: SAV. LOAN & TRUST CO. v. STATE			
ESTATE OF ROSENCRANTZ: MCIVER v. KANE			
ESTATE OF SUCKOW: GREENEBAUM SONS BANK & TRUST CO. v. SUCKOW			
ESTATE OF WEAVER			
<i>Ewing v. Metropolitan Life Ins. Co.</i>			
<i>Fehlow v. Orvis</i>			
<i>Fid. &amp; Deposit Co. of Md. v. Milwaukee-Western Fuel Co.</i>			
<i>First State Bank v. Cox</i>			
<i>Fischer v. Meiroff</i>			
<i>Fritsch v. Kornely</i>			
<i>Garner v. Charles A. Krause Milling Co.</i>			
GOODSITT v. OBERST			
<i>Green v. Kaempf</i>			
<i>Grootemaat v. Bertrand</i>			
<i>Grootemaat v. West Park Realty Co.</i>			
<i>Hafemann v. Seymer</i>			
<i>Halls v. Rhode Island Ins. Co.</i>			
<i>Hanson v. Martin</i>			
<i>Harris v. Halverson</i>			
<i>Hayes v. Hoffman</i>			
HEIKKILA v. STANDARD OIL CO.			
<i>Heller v. Baird</i>			
<i>Hinkley v. Sagemiller</i>			
<i>Hooper v. Oshkosh</i>			
<i>Hopkins v. Droppers</i>			
<i>Howard v. Heinig</i>			
<i>Hughes v. Rentschler Floral Co.</i>			
<i>In re Dancy Drainage Dist.</i>			
<i>In re Doe's Will</i>			
<i>In re Gunderson's Will</i>			
<i>In re Heideman Drainage Dist.</i>			
<i>In re Horkan's Will</i>			
<i>In re Lott's Will</i>			
<i>In re Roberts' Will</i>			
<i>In re Roth's Will</i>			
<i>In re Walker's Will</i>			

(continued on following page)

<i>In re Zur Ruhe Cemetery</i>			
<i>Iowa County Bank v. Pittz</i>			
<i>Iverson v. Reton</i>			
<i>Janssen v. Foeller</i>			
<i>Johnson v. Holmen Canning Co.</i>			
<i>Karshian v. Milwaukee Electric R. &amp; Light Co.</i>			
<i>Ketterer v. Bay View Nash Co.</i>			
<i>Kichefsky v. Wiatrzykowski</i>			
<i>Kieffer v. Fox</i>			
<i>Klingler v. Milwaukee Mechanics Ins. Co.</i>			
<i>Koppers Co. v. Milwaukee</i>			
<i>Kuebler v. Klug</i>			
<i>Lawver v. Lynch</i>			
<i>Lemieux v. Agate Land Co.</i>			
<b>MANDEL v. BYRAM</b>			
<i>Marhofke v. Brucken</i>			
<i>Mason v. West Park Realty Co.</i>			
<i>Max L. Bloom Co. v. United States Casualty Co.</i>			
<i>McDonald v. State</i>			
<i>McIntyre v. Carroll</i>			
<i>Mertz v. Fleming</i>			
<i>Miller v. State</i>			
<i>Modern Grinder Mfg. Co. v. Globe &amp; Rutgers Fire Ins. Co.</i>			
<i>Mundell v. Milwaukee</i>			
<i>Murphy v. Paull</i>			
<i>Muscoda Bridge Co. v. Muscoda</i>			
<i>Netherton v. Frank Holton &amp; Co.</i>			
<i>Northwestern Sec. Co. v. Nelson</i>			
<i>O'Connor v. Pawling &amp; Harnischfeger Co.</i>			
<i>O'Neil v. Russell</i>			
<i>Oren v. Seim</i>			
<i>Parker v. Nat'l Sur. Co.</i>			
<i>Pennsylvania Rubber Co. v. Sampson</i>			
<i>Peterson v. Kuehne</i>			
<i>Powell v. Industrial Com. of Wisconsin</i>			
<i>Reichardt v. Allis-Chalmers Mfg. Co.</i>			
<b>REILLY v. ANDRO</b>			
<b>RING v. STATE</b>			
<i>Rist v. Porter</i>			
<i>Rosenthal v. First Bohemian Bldg. &amp; Loan Asso.</i>			
<i>Rubin v. State</i>			
<i>Salo v. Dorau</i>			
<i>Schacht v. State</i>			
<b>SCHAFFER v. INDUSTRIAL COMM'N OF WISCONSIN</b>			
<i>Schaut v. Joint School Dist.</i>			
<i>Schroeder v. Carroll</i>			
<i>Schuhknecht v. Robers</i>			
<i>Schwartz v. State</i>			
<i>Shea v. Cody</i>			
<i>Skalicky v. Friendship Electric Light &amp; Power Co.</i>			
<i>Smith v. Poor Hand Maids of Jesus Christ</i>			

(continued on following page)

<i>State ex rel. Berger v. Cary</i>			
<i>State ex rel. Glidden v. Fowler</i>			
<i>State ex rel. Hickey v. Levitan</i>			
<i>State v. Town Board of Tomahawk Lake</i>			
<i>Stillman v. North River Ins. Co.</i>			
<i>Strabel v. State</i>			
<i>Taft v. Reddy</i>			
<i>Tendrup v. State</i>			
<b>THORNE v. STATE BANK OF PLATTEVILLE</b>			
<i>Tower Bldg. Co. v. Andrew</i>			
<i>Union State Bank v. Peoples' State Bank</i>			
<i>United States Fidelity &amp; Guaranty Co. v. Christiansen &amp; Bernett</i>			
<i>Venne v. Damrow Bros. Co.</i>			
<i>Venner v. Pittsburgh Plate Glass Co.</i>			
<i>Wakem v. Schneider</i>			
<i>Walmer v. First Acceptance Co.</i>			
<i>Weber v. Myhre</i>			
<b>WEGNER v. ERFFMEYER</b>			
<b>WEINBERGEN v. BARTELS</b>			
<i>Welsh v. Markham</i>			
<i>West v. Day</i>			
<i>Will of Hurley</i>			
<b>WILL OF INBUSCH</b>			
<i>Will v. Chicago, M. &amp; S. P. R. Co.</i>			
<i>William M. Roylance Co. v. Jewett &amp; Sherman Co.</i>			
<i>Williams v. State</i>			
<i>Wisconsin Ass'n of Master Bakers v. Milwaukee</i>			
<i>Wisconsin Electric Sales Co. v. Fidelity &amp; Deposit Co.</i>			
<i>Wisconsin Mortg. &amp; Sec. Co. v. Kriesel</i>			
<b>WOLFGRAM v. STERNBERG</b>			
<i>Young v. Juneau County</i>			
<b>ZIMMERMAN v. TRELEVEN</b>			
<i>Hudson v. Railroad Com. of Wisconsin (6-0)</i>			
<i>Fuller v. Town Board of Madison (6-0)</i>			
<i>Waukesha Gas &amp; Electric Co. v. Railroad Com. (6-0)</i>			
<i>Wm. Esser &amp; Co. v. Industrial Com. of Wisconsin (6-0)</i>			
<i>Chicago &amp; N. R. Co. v. Railroad Com. of Wisconsin (per curiam, 6-0)</i>			
<i>In re Price (per curiam, 7-0)</i>			
<i>Prentiss-Wabers Stove Co. v. Millers' Mut. Fire Ins. Ass'n [213 N.W. 632] (per curiam, 7-0)</i>			
<i>State ex rel. Reynolds v. Circuit Court of Milwaukee County (per curiam, 7-0)</i>			
<i>Will of Uihlein (per curiam, 7-0)</i>			
<i>First Nat'l Bank v. Hartford (per curiam, 7-0)</i>			
<i>Stephens v. Wheeler (per curiam, 7-0)</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
Crownhart	285	295	<b>97%</b>
Rosenberry	292	296	<b>99%</b>
Stevens	285	290	<b>98%</b>
Owen	291	296	<b>98%</b>
Eschweiler	279	296	<b>94%</b>
Doerfler	294	296	<b>99%</b>
Vinje	292	296	<b>99%</b>

Non-Unanimous Decisions

Justice	Majority Votes Cast	Total Votes Cast	Percent in Majority
Crownhart	20	30	<b>67%</b>
Rosenberry	27	31	<b>87%</b>
Stevens	25	30	<b>83%</b>
Owen	26	31	<b>84%</b>
Eschweiler	14	31	<b>45%</b>
Doerfler	29	31	<b>94%</b>
Vinje	27	31	<b>87%</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
Crownhart	39	2	1	0
Rosenberry	40	7	1	2
Stevens	32	1	2	2
Owen	38	6	0	1
Eschweiler	37	4	0	0
Doerfler	39	1	0	0
Vinje	33	0	0	1

Opinion Author	Concurring Opinions	Dissenting Opinions
Crownhart	1	4
Rosenberry	0	3
Stevens	1	3
Owen	0	3
Eschweiler	0	8
Doerfler	0	0
Vinje	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 Crownhart and Eschweiler voted together in 23% of the decisions, while the figure for Justices Rosenberry and Owen was 71%.

Agreement Between Pairs of Justices—All Decisions

	Rosenberry	Stevens	Owen	Eschweiler	Doerfler	Vinje
Crownhart	285/295=97%	281/289=97%	286/295=97%	272/295=92%	283/295=96%	285/295=97%
	Rosenberry	281/290=97%	287/296=97%	279/296=94%	290/296=98%	290/296=98%
		Stevens	284/290=98%	269/290=93%	283/290=98%	283/290=98%
			Owen	274/296=93%	289/296=98%	287/296=97%
				Eschweiler	279/296=94%	279/296=94%
					Doerfler	292/296=99%
						Vinje

Agreement Between Pairs of Justices—Non-Unanimous Decisions

	Rosenberry	Stevens	Owen	Eschweiler	Doerfler	Vinje
Crownhart	20/30=67%	21/29=72%	21/30=70%	7/30=23%	18/30=60%	20/30=67%
	Rosenberry	21/30=70%	22/31=71%	14/31=45%	25/31=81%	25/31=81%
		Stevens	24/30=80%	9/30=30%	23/30=77%	23/30=77%
			Owen	9/31=29%	24/31=77%	22/31=71%
				Eschweiler	14/31=45%	14/31=45%
					Doerfler	27/31=87%
						Vinje