

Four-to-Three Decisions

4-3 Alignments

Justices	Total	Case Names
Crownhart, Owen, Doerfler, Jones	1	<i>Hotel Wisconsin Realty Co. v. Phillips Gross Realty Co.</i>

4-3 Membership in the Majority

Justice	Votes
Crownhart	1
Rosenberry	0
Owen	1
Eschweiler	0
Doerfler	1
Vinje	0
Jones	1

4-3 Majority Opinions Authored

	Opinions
Crownhart	1
Rosenberry	0
Owen	0
Eschweiler	0
Doerfler	0
Vinje	0
Jones	0
Total	1

Decisions by Vote Split¹

7-0 (or 6-0)	6-1 (or 5-1)	5-2	4-3
270/305 (89%)	28/305 (9%)	6/305 (2%)	1/305 (0.3%)
<i>Bankers Finance Corp. v. Christensen</i>	<i>BUILDING HEIGHT CASES. STATE ex rel. KLEFISCH v. WISCONSIN TEL. CO.</i>	<i>State ex rel. Symmonds v. Barnett</i>	<i>Hotel Wisconsin Realty Co. v. Phillips Gross Realty Co.</i>
<i>Berry v. Merchants Life & Casualty Co.</i>	<i>ESTATE OF LAPER: LAPER v. CHESEBRO</i>	<i>Gerkhardt v. Mandarin Co.</i>	
<i>Carmody v. Kolocheski</i>	<i>Thoe v. Chicago, M. & S. P. R. Co.</i>	<i>Northern Wisconsin Co-operative Tobacco Pool v. Bekkedal</i>	
<i>Coakley v. Prentiss-Wabers Stove Co.</i>	<i>Tharp v. Seventh Day Adventist Church</i>	<i>Zastrow v. Milwaukee E. R. & L. Co.</i>	
<i>Collum v. National Fire Ins. Co.</i>	<i>Bradley v. Wisconsin Drainage Co.</i>	<i>State v. Warfield</i>	
<i>De Young v. Koehler</i>	<i>In re Milwaukee Electric R. & Light Co.</i>	<i>State ex rel. United States Fidelity & Guaranty Co. v. Smith</i>	
<i>Dekowski v. Stachura</i>	<i>State ex rel. Howard W. Russell, Inc. v. Board of Fire & Police Comm'rs</i>		
<i>Doberstein v. Dahl</i>	<i>Niles v. Rogovsky</i>		
<i>Donahue v. Keaveny</i>	<i>Ptak v. Kuetemeyer</i>		
<i>Fritz v. Southern Wisconsin Power Co.</i>	<i>Schroeder v. Moeley</i>		
<i>In re Decker's Guardianship</i>	<i>ESTATE OF ANDERSON</i>		
<i>J. F. Rappel Co. v. Manitowoc</i>	<i>Johnson v. Blumer</i>		
<i>John H. Kaiser Lumber Co. v. Indus. Comm'n of Wis. [181 Wis. 516]</i>	<i>Milwaukee Coke & Gas Co. v. Central Wisconsin Supply Co.</i>		
<i>John H. Kaiser Lumber Co. v. Industrial Com. [181 Wis. 513]</i>	<i>Allen v. State</i>		
<i>JUNEAU COUNTY STATE BANK v. STATE BANK OF MAUSTON</i>	<i>First Wisconsin Nat'l Bank v. Catawba</i>		
<i>Kloman v. Industrial Com.</i>	<i>State ex rel. Board of Regents v. Zimmerman</i>		
<i>Liesse v. Fontaine</i>	<i>Standingwater v. School Dist.</i>		
<i>Luedtke v. Luedtke</i>	<i>In re Cramer's Will [183 Wis. 525]</i>		
<i>Prokopovitz v. Carl Manthey & Sons Co.</i>	<i>Milwaukee Corrugating Co. v. Krueger</i>		
<i>Rhineland Paper Co. v. Bushman</i>	<i>Oconto County v. Carey</i>		
<i>State ex rel. Strohmayr v. Melstrand</i>	<i>Breitenbach v. Schoen</i>		
<i>Tesch v. Chicago, M. & S. P. R. Co.</i>	<i>ESTATE OF SCHLESINGER</i>		
<i>Union Mfg. Co. v. Spies</i>	<i>State ex rel. Time Ins. Co. v. Smith</i>		
<i>Oconto Co. v. Bacon</i>	<i>Shepard v. State</i>		

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¹ Due to 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>State ex rel. Transportation Ass'n v. Zimmerman</i>	<i>Wisconsin Mut. Liability Co. v. Industrial Com.</i>		
<i>Arneberg v. Chicago, M. & S. P. R. Co.</i>	<i>Belongy v. Kewaunee, G. B. & W. R. Co.</i>		
<i>Bertschy v. Seng</i>	<i>Ex parte Bentine (5-1)</i>		
<i>Bloom v. Krueger</i>	<i>Turner v. Goetz (5-1)</i>		
<i>Callies v. Reliance Laundry Co.</i>			
<i>Carson, Pirie Scott & Co. v. Karp</i>			
<i>Fernhaber v. Stein</i>			
<i>Fox v. Interstate Exchange</i>			
<i>GALLUN v. HIBERNIA BANK & TRUST CO.</i>			
<i>Goerner v. Goerner</i>			
<i>Goetz v. Zeif</i>			
<i>Hagenau v. Millard</i>			
<i>Hayden v. Carey</i>			
<i>Hotel Martin Co. v. Industrial Com. of Wisconsin</i>			
<i>In re Scott's Will</i>			
<i>James v. Tobin-Sutton Co.</i>			
<i>Jewett & Sherman Co. v. Rosenberg Bros. & Co.</i>			
<i>Luedke v. Pauly Motor Truck Co.</i>			
<i>Madregano v. Wisconsin Gas & Electric Co.</i>			
<i>Mitchell v. Raymond</i>			
<i>Siegl v. Watson</i>			
<i>State ex rel. Harvey v. Plankinton Arcade Co. [182 Wis. 20]</i>			
<i>State ex rel. Harvey v. Plankinton Arcade Co. [182 Wis. 23]</i>			
<i>Vogel v. Otto</i>			
<i>Wisconsin White Lily Butter Co. v. Safer</i>			
<i>Woelfel v. New England Mut. Life Ins. Co.</i>			
<i>Worthington Pump & Machinery Corp. v. Cudahy</i>			
<i>Zeidler v. Goelzer</i>			
<i>Afflerbaugh v. Geo. Grede & Bro.</i>			
<i>Appeal of Schuessler</i>			
<i>Barnhart v. Stern</i>			
<i>Baum v. Lighting Products Co.</i>			
<i>Bowen v. Inter-State Business Men's Acc. Ass'n</i>			
<i>Bratonja v. Wisconsin Ice & Coal Co.</i>			
<i>Cousins v. Flertzheim</i>			
<i>Deakin v. Scheuer</i>			
<i>ESTATE OF WAKEFIELD</i>			
<i>ESTATE OF WILM: FUTTERLIEB v. WIGHT</i>			
<i>Foster v. State</i>			
<i>Holmes v. Holmes</i>			
<i>In re Rees</i>			
<i>Jahns & Knuth Co. v. American Indem. Co.</i>			
<i>JEFFERIS v. AUSTIN</i>			
<i>Klein v. Barry</i>			
<i>Metropolitan Inv. Co. v. Milwaukee</i>			
<i>Miller v. Milwaukee</i>			
<i>Milwaukee Bedding Co. v. Graebner</i>			
<i>Novotny v. State</i>			
<i>Shanley v. Monarch Coffee Co.</i>			
<i>State ex rel. Carter v. Harper</i>			

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<i>State v. Washburn Waterworks Co.</i>			
<i>Tiefenthaler v. Biersach</i>			
<i>VAIVADA v. STATE</i>			
<i>Vejih v. Redford</i>			
<i>Wibmer v. State</i>			
<i>Wirthwein v. Dailey</i>			
<i>Barnum v. Moldenhauer</i>			
<i>Bekkedal v. Viroqua</i>			
<i>Blumme v. Tierney</i>			
<i>Brown v. County State Road & Bridge Committee</i>			
<i>Carl Miller Lumber Co. v. Meyer</i>			
<i>Creasey Corp. v. Dunning</i>			
<i>Ellefson v. Smith</i>			
<i>Hanson v. Knutson Hardware Co.</i>			
<i>Holak v. Southard</i>			
<i>In re Clark's Will</i>			
<i>In re Crawford County Levee & Drainage Dist.</i>			
<i>In re Loker's Guardianship</i>			
<i>Kile v. Anderson</i>			
<i>Klagus v. Baraboo</i>			
<i>Kuchera v. Kuchera</i>			
<i>Miller v. Anderson</i>			
<i>Milwaukee v. Railroad Com.</i>			
<i>Muender v. Muender</i>			
<i>Olson v. Skroch</i>			
<i>Reuter v. Swarthout</i>			
<i>Roen v. State</i>			
<i>Simpson Garment Co. v. Schultz</i>			
<i>State Bank of Eastman v. Rawson</i>			
<i>W.M. Bell Co. v. Emberson</i>			
<i>Warsco v. Oshkosh Sav. & Trust Co.</i>			
<i>WENRICH v. INDUSTRIAL COMM'N OF WISCONSIN</i>			
<i>Beetham v. State</i>			
<i>Breon v. Genger</i>			
<i>Chapleau v. State</i>			
<i>ESTATE OF LEHMANN v. MAERZKE</i>			
<i>Farmers' & Merchants' State Bank v. Huss</i>			
<i>Hauser v. Fetzer</i>			
<i>Johnson v. Fuller & Johnson Mfg. Co.</i>			
<i>Knerzer v. Worthing</i>			
<i>Libby v. Central Wisconsin Trust Co.</i>			
<i>MacHae v. Fellenz Coal & Dock Co.</i>			
<i>Mayer v. Hipke</i>			
<i>Minneapolis, St. P. & S. S. M. R. Co. v. Railroad Com.</i>			
<i>Missos v. Spyros</i>			
<i>Pieckowski v. Golonka</i>			
<i>Pitkunas v. State</i>			
<i>Roys v. First Nat'l Bank</i>			
<i>Share v. Trickle</i>			
<i>State ex rel. Courteen v. Cary</i>			
<i>State ex rel. Globe Steel Tubes Co. v. Lyons</i>			
<i>State ex rel. Oelhafen-Mondeau Co. v. Werner</i>			
<i>State ex rel. Pierce v. Jodon</i>			
<i>State ex rel. S. Heymann Co. v. Lyons</i>			
<i>State ex rel. Schuster Realty Co. v. Lyons</i>			

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<i>State v. Chicago, M. & S. P. R. Co.</i>			
<i>State v. Surdick</i>			
<i>STEHLI SILKS CORP. v. PETTIBONEPEABODY CO.</i>			
<i>Vanden Heuvel v. Schultz</i>			
<i>Walsh v. State</i>			
<i>Waterproof Paper & Board Co. v. Van Buren</i>			
<i>Weber v. State</i>			
<i>Wenneby v. Time Ins. Co.</i>			
<i>Winninger v. Waupun</i>			
<i>Wisconsin-Minnesota Light & Power Co. v. Railroad Com. [183 Wis. 96]</i>			
<i>Wisconsin-Minnesota Light & Power Co. v. Railroad Com. [183 Wis. 104]</i>			
<i>Andrews v. School Dist.</i>			
<i>Anger v. Al. G. Barnes Amusement Co.</i>			
<i>Awe v. Domer</i>			
<i>Beaudin v. Oconto</i>			
<i>Braun v. Montello Granite Co.</i>			
<i>Chicago, S. P. M. & O. R. Co. v. New Dells Lumber Co.</i>			
<i>Cicchini v. State</i>			
<i>ESTATE OF BRILL: PREDMORE v. HAMLEY</i>			
<i>ESTATE OF LYONS</i>			
<i>First Nat'l Bank v. Court</i>			
<i>Flynn v. State</i>			
<i>French v. L. Starks Co.</i>			
<i>Goodman v. Brown Land & Lumber Co.</i>			
<i>Goodrich v. Lawson</i>			
<i>Greenberg Realty Co. v. Cream City Roofing & Paint Mfg. Co.</i>			
<i>Hall v. Frankel</i>			
<i>Jaeger v. Farmers' Mut. Town Fire Ins. Co.</i>			
<i>Jefferies v. Streit</i>			
<i>Krembs v. Merrill</i>			
<i>Kuney v. Chicago & N. W. R. Co.</i>			
<i>Lange Canning Co. v. Industrial Com.</i>			
<i>Le May v. Renier</i>			
<i>Lehrer v. State</i>			
<i>Ryan v. Olson</i>			
<i>Stamper v. Hopkins</i>			
<i>State Bank v. Washington</i>			
<i>State ex rel. Joint School Dist. v. Nyberg</i>			
<i>Sweeo v. Chicago & N. W. R. Co.</i>			
<i>Town of Knox v. Fid. & Cas. Co. of N.Y.</i>			
<i>Bombinski v. State</i>			
<i>Bliven v. State</i>			
<i>Bloomer v. Cicero Mut. Fire Ins. Co.</i>			
<i>Borkowski v. Langen</i>			
<i>Condon Wrapping Mach. Co. v. Racine Engine & Machinery Co.</i>			
<i>Desham v. Taugher</i>			
<i>ESTATE OF KELLY: SIMONS & SON v. ZIMMER</i>			
<i>Fleischer v. Pelton Steel Co.</i>			
<i>Goetz v. Newell</i>			
<i>In re Cramer's Will [183 Wis. 516]</i>			
<i>In re Emerson's Will</i>			
<i>In re Zartner's Will</i>			

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Johnson v. Sullivan's Delivery			
KIELICH v. WHITTAKER			
Lucas v. Mueller			
M. Schulz Co. v. Gether [183 Wis. 501]			
M. Schulz Co. v. Gether [183 Wis. 491]			
Madison R. Co. v. Railroad Com.			
Motowski v. People's Dentists			
Papenthien v. Coerper			
Payne v. Volkman			
Rommel v. Czaja			
Sells v. Elmergreen			
State ex rel. Schauer v. Risjord			
State v. Baltes			
Subacz v. Subacz			
Walter Diehnelt, Inc. v. Root			
York v. Chicago M. & S. P. R. Co.			
Brust v. First Nat'l Bank			
Cartmill v. Whiting-Plover Paper Co.			
De Groot v. Peoples State Bank			
Doyle v. Fischer			
ESTATE OF DOYLE			
ESTATE OF ROSECRANTZ: BANKERS TRUST CO. v. GRAVES			
Gundlach v. State			
Helminiak v. Przekurat			
Holzbauer v. Ritter			
Hopkins v. Droppers			
In re Angle			
Olbrich v. Mutual Fire Ins. Co.			
Ruhbush v. Buss			
Sherlock v. Bradley Polytechnic Institute			
Street R. Advertising Co. v. Lavo Co.			
In re Snyder			
Jones v. State			
Monroe County v. Industrial Com.			
School Dist. v. Knitter			
State ex rel. Ekern v. Thekan			
State ex rel. Peart v. Wisconsin Highway Com.			
State ex rel. Sloan Seed Co. v. Wickham			
State v. O'Leary			
Stevens v. Montfort State Bank			
Truesdale v. Straight			
Turner Mfg. Co. v. Gmeinder			
Van Hecke v. Stevens Point			
Dick v. Heisler			
Barry v. Kern			
Camallo v. State			
Chicago S. P. M. & O. R. Co. v. McDougald			
ESTATE OF KALLENBACH: MILLER-OLCOTT LUMBER CO. v. ELLSWORTH			
ESTATE OF WELLS			
Gebaj v. State			
Gehl Bros. Mfg. Co. v. Hammond-Olsen Lumber Co.			
Grant v. Yates			
Hasenfus v. Industrial Com.			
Ill. Steel Co. v. Indus. Comm'n of Wis.			
Juneau v. Wisconsin Tax Com.			
Milwaukee v. Rissling			

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WISCONSIN SUPREME COURT DECISIONS, 1923-24

<i>Scott & Howe Lumber Co. v. Industrial Com.</i>			
<i>Walldkirch v. Hoff</i>			
<i>Wiesman v. American Ins. Co.</i>			
<i>Yano v. Stott Briquet Co.</i>			
<i>Kinnie v. Kinnie</i>			
<i>Legler v. Tyler</i>			
<i>Nixon v. Nixon</i>			
<i>Pagel v. School Dist.</i>			
<i>Palotta v. State</i>			
<i>Park Hotel Co. v. Ketchum</i>			
<i>Peters v. Bossman</i>			
<i>Price County v. Northwestern Casualty & Surety Co.</i>			
<i>Rahr v. Minahan</i>			
<i>Reilly v. Allen-Apiegel Shoe Mfg. Co.</i>			
<i>State ex rel. Baxter v. Carlson</i>			
<i>State ex rel. Pabst v. Circuit Court for Milwaukee County</i>			
<i>State v. Belfor</i>			
<i>THOMAS PRODUCE CO. v. LETMAN</i>			
<i>Towers v. Towers</i>			
<i>VOLK v. STATE</i>			
<i>Wege v. Boehm</i>			
<i>Welch v. State</i>			
<i>Wolf v. Chicago M. & S. P. R. Co.</i>			
<i>ESTATE OF DUNLAP; SPRAIN v. GIBSON ICE CREAM CO.</i>			
<i>In re Brown County Farm Drainage Dist.</i>			
<i>McLean v. McLean</i>			
<i>Mueller v. Michels</i>			
<i>Mitchell Realty Co. v. West Allis</i>			
<i>Winkler v. State</i>			
<i>Kentucky Finance Corp. v. Paramount Auto Exchange Corp. (7-0 per curiam)</i>			
<i>Pelkowski v. State (7-0 per curiam)</i>			
<i>ESTATE OF WALTER; NORDDEG v. WILDE (6-0)</i>			
<i>Wills v. Shepard (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
Crownhart	295	304	97%
Rosenberry	299	305	98%
Owen	302	305	99%
Eschweiler	289	305	95%
Doerfler	301	303	99%
Vinje	300	304	99%
Jones	302	305	99%

Non-Unanimous Decisions

Justice	Majority Votes Cast	Total Votes Cast	Percent in Majority
Crownhart	25	34	74%
Rosenberry	29	35	83%
Owen	32	35	91%
Eschweiler	19	35	54%
Doerfler	32	34	94%
Vinje	31	35	89%
Jones	32	35	91%

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 (or 5-1)	5-2	4-3
Crownhart	42	4	0	1
Rosenberry	36	6	0	0
Owen	41	4	3	0
Eschweiler	44	1	0	0
Doerfler	37	3	0	0
Vinje	30	6	2	0
Jones	38	4	1	0

Opinion Author	Concurring Opinions	Dissenting Opinions
Crownhart	0	5
Rosenberry	0	3
Owen	0	2
Eschweiler	0	10
Doerfler	0	0
Vinje	0	2
Jones	0	1

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 Crownhart and Eschweiler voted together in 29% of the decisions, while the figure for Justices Rosenberry and Vinje was 83%.

Agreement Between Pairs of Justices—All Decisions

	Rosenberry	Owen	Eschweiler	Doerfler	Vinje	Jones
Crownhart	289/304= 95%	294/304= 97%	280/304= 92%	291/302= 96%	290/303= 96%	294/304= 97%
	Rosenberry	296/305= 97%	287/305= 94%	295/303= 97%	298/304= 98%	296/305= 97%
		Owen	286/305= 94%	300/303= 99%	297/304= 98%	299/305= 98%
			Eschweiler	286/303= 94%	286/304= 94%	288/305= 94%
				Doerfler	296/302= 98%	298/303= 98%
					Vinje	297/304= 98%
						Jones

Agreement Between Pairs of Justices—Non-Unanimous Decisions

	Rosenberry	Owen	Eschweiler	Doerfler	Vinje	Jones
Crownhart	19/34= 56%	24/34= 71%	10/34= 29%	22/33= 67%	21/34= 62%	24/34= 71%
	Rosenberry	26/35= 74%	17/35= 49%	26/34= 76%	29/35= 83%	26/35= 74%
		Owen	16/35= 46%	31/34= 91%	28/35= 80%	29/35= 83%
			Eschweiler	17/34= 50%	17/35= 49%	18/35= 51%
				Doerfler	28/34= 82%	29/34= 85%
					Vinje	28/35= 80%
						Jones