

JOURNAL OF THE SENATE  
**Eighty-Third Regular Session**

FRIDAY, June 30, 1978.

The chief clerk makes the following entries under the above date.

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PETITIONS AND COMMUNICATIONS

State of Wisconsin  
Claims Board

June 16, 1978.

Don Schneider

Senate Chief Clerk

State Capitol

Madison, Wisconsin 53702

Dear Mr. Schneider:

Enclosed is the report of the State Claims Board covering claims heard on May 22, 1978.

The amounts recommended for payment under \$1000 on claims included in this report have, under the provisions of s. 16.007, Wisconsin Statutes, been paid directly by the Board.

The Board is preparing the bill(s) on the recommended award(s) over \$1,000, and will submit such to the Joint Finance Committee for legislative introduction.

This report is for the information of the Legislature. The Board would appreciate your acceptance and spreading of it upon the Journal to inform the members of the Legislature.

Sincerely,

EDWARD D. MAIN

Secretary

2400

**JOURNAL OF THE SENATE**  
**BEFORE THE**  
**CLAIMS BOARD OF WISCONSIN**

The Claims Board conducted hearings at the State Capitol Building, Madison, Wisconsin, on May 22, 1978, upon the following claims:

<i>Claimant</i>	<i>Amount</i>
1. American State Equipment Co., Inc.	\$1,829.92
2. Patti Juno	5,000.00
3. Bank of Luxemburg	2,110.80
4. Jeanette Lawver	409.50
5. John Lins	2,322.00
6. Maynard Myher	1,200.00
7. Robert Brandl	196.81
8. James Dreyer	196.81
9. Heimo Forster	196.80
10. Glenn Friedl	196.81
11. Glen Garey	196.81
12. Clayton Harp	196.81
13. Mathew Hosmer	196.80
14. Donald Huntley	196.81
15. Donald Ickstadt	196.71
16. Kenneth Kavanaugh	196.71
17. Harry Larzelere	196.81
18. Edward McDermott	196.81
19. Alex O'Kash	196.81
20. Oliver Russell	100.00
21. Larry Smits	196.81
22. Alvin G. Tollefson	196.81
23. Eugene Voss	196.71
24. Alvin Karetski	6,475.90
25. People's State Bank of Mazomanie	1,162.16

In addition, the following claims were considered and decided without a hearing:

26. Melva Barkenhagen	92.30
27. Donna Christensen	62.80
28. Ahmad Hasan Dani	1,938.19
29. Donald Durkee	175.35
30. Chester Jankowski	68.57
31. Conrad Johnstad	413.35
32. J.C. Penney Co., Inc.	143.68
33. William Schmidt	50.00

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34. Phillip Slinger -----	9.88
35. Ronald Rosol -----	550.00
36. James Neitzel -----	5,047.70
37. Harry Schulz -----	1,049.06
38. Joseph Stadler -----	452.00
39. Tom and Beth Garrow -----	80.00
40. Louella E. Lamm -----	48.50
41. Laurance Burzynski -----	225.20
42. Herbert Loeb -----	193.00
43. Alan White -----	15.00
44. Racine County -----	3,076.11
45. Mark Sommerfield -----	143.24

THE BOARD FINDS:

1. *American State Equipment Co.*

American State Equipment Co., Inc., Milwaukee, Wisconsin, claims \$1,829.92 for the return of sales taxes paid on June 1, 1976, when it was unable to produce an exemption certificate from its customer for the sale of taxable property. A field audit assessment by the Department of Revenue became final when it was not appealed by the claimant, although claimant was making an effort during the course of the field audit to obtain the exemption certificate from its customer. Shortly thereafter, however, an exemption certificate was produced which established the exempt status of the sale. Claimant should have appealed the field audit assessment or requested an extension of time to keep it from becoming final, but failed to do so. Under the circumstances the claimant contributed to its own predicament, and there is an ample basis on even equitable grounds for denying claimant the total relief it now seeks. The board concludes, however, that under the peculiar facts and circumstances of this particular case, and on equitable principles only (since there is no basis for any legal liability of the state to pay said claim) that the state should assume and pay \$1000 to the claimant, which reduced amount the claimant agreed to accept at the hearing.

2. *Patti Juno*

Patti Juno, by her parents Robert and Alice Juno, claims \$5,000 for general damages resulting from an incident on June 13, 1976, on Highway 15 near her home two miles east of Beloit, Wisconsin, in a rural area. Medical expenses of \$756.65 have been paid from insurance proceeds. Claimant was injured while crawling through a drainage pipe under the new Highway 15. Claimant was 12 years old at the time of the accident. Claimant alleges that the state's specifications for the project should have required the installation of

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a grate to limit access to the drainage pipe. There are no departmental standards or rules regulating the installation of grating, and their installation is a matter of professional judgment within the discretion of the state employe assigned to the project. There is no historical evidence for the need of such grates in nonresidential areas. After the accident a grate was installed by the state at the request of the local fire department through a contract change order. Claimant apparently has recovered from the accident, and all out-of-pocket expenses have been paid. Generally, this board does not award claims for general damages related to pain and suffering. The board concludes there is insufficient evidence on the part of state officers, agents or employees to find causal negligence, and that this claim is not one for which the state is legally liable, nor one which the state should assume and pay on equitable principles. (Member Fox, dissenting)

### 3. *Bank of Luxemburg*

Bank of Luxemburg claims \$2,110.80 for the failure of a state employe to note its security interest on the title to a 1973 Plymouth owned by Patrick L. Deterville on or about February 11, 1976. A subsequent loan was made on the automobile. The automobile was damaged in May, 1976, and sold to a third party. The value of the automobile immediately prior to the accident in May of 1976 was \$1,600, less expenses, and the failure of the state to properly record claimant's lien resulted in a net loss to the claimant of not more than \$1,400. However, claimant has failed to demonstrate an adequate effort to collect its loss from Patrick L. Deterville. Accordingly, the board concludes the claim is not one for which the state is legally liable, nor one which the state should assume and pay on equitable principles.

### 4. *Jeanette Lawver*

Jeanette Lawver, Lone Rock, Wisconsin, claims \$409.50 for the loss of her CB radio from her car on October 1, 1977, at the Central Colony parking lot. The identity of the thief is unknown. There is insufficient evidence of negligence by the state on the grounds that it failed to provide adequate security and lighting for the area. The state will not assume the role of an insurer of property under these circumstances. The board concludes the claim is not one for which the state is legally liable, nor one which the state should assume and pay on equitable principles.

### 5. *John A. Lins*

John A. Lins, Spring Green, Wisconsin, claims \$2,322 for deer damage to seed corn from July 15 to August 20, 1976. The

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claimant's land was posted with "no hunting or trespassing" signs prior to and during the 1976 deer gun season. Section 29.595, Stats., prevents payment for deer damage when the lands are so posted. The board concludes the claim is not one for which the state is legally liable, nor one which should be paid on equitable principles.

### 6. *Maynard Myher*

Maynard Myher, Merrillan, Wisconsin, claims \$1,200 for deer damage to his strawberry plants from April 15 to October 30, 1976. There is some question as to whether proper notice for strawberry damage was given to the Department of Natural Resources. Claimant did send notice to the department in April of 1976 relating to deer damage to alfalfa hay. Since one of the purposes of the notice is to allow an early inspection of the premises for damages, and since such an inspection did occur in the early part of May of 1976, the board concludes that the claim in the reduced amount of \$960 should be paid on equitable principles. The reason for reducing the claim to \$960, which is 80% of \$1,200, is because present law provides that even when all of the statutory conditions are met, the claimant is entitled to recover only 80% of the damages sustained.

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7. through 23.

The seventeen claimants seek reimbursement for legal expenses, as follows:

7.	Robert Brandl	-----	\$196.81
8.	James Dreyer	-----	196.81
9.	Heimo Forster	-----	196.80
10.	Glen Friedl	-----	196.81
11.	Glen Garey	-----	196.81
12.	Clayton Harp	-----	196.81
13.	Mathew Hosmer	-----	196.80
14.	Donald Huntley	-----	196.81
15.	Donald Ickstadt	-----	196.71
16.	Kenneth Kavanaugh	-----	196.71
17.	Harry Larzelere	-----	196.81
18.	Edward McDermott	-----	196.81
19.	Alex O'Kash	-----	196.81
20.	Oliver Russell	-----	100.00
21.	Larry Smits	-----	196.81
22.	Alvin G. Tollefson	-----	196.81
23.	Eugene Voss	-----	196.71

Claimants employed legal counsel to protect their individual job rights in relation to an action before the State Personnel Board and Dane County Circuit Court. The action was commenced by two persons who were unsuccessful in obtaining the jobs which claimants obtained. The unsuccessful candidates claimed the exam procedure was not valid. Claimants were advised by the Attorney General's office that legal counsel was not available to them individually from that source. The Attorney General's office was representing the state agencies involved in the action. The matter was successfully terminated, and the claimants were allowed to retain their jobs. The board concludes the claims should be paid on equitable principles.

### 24. *Alvin Karetski*

Alvin Karetski claims \$6,475.90 for legal fees and related expenses. In 1968 claimant was appointed Director of Bureau of Local and Regional Planning in the Department of Local Affairs and Development. On June 13, 1972, claimant was relieved of this position and demoted to a Local and Regional Planner II. Claimant filed an appeal with the State Personnel Board, and hired legal counsel. All charges against claimant were dismissed, and he was reinstated to his former position with full back pay pursuant to the order of the State Personnel Board dated December 13, 1974. A stipulation dated February 8, 1978, and on file with the Claims Board

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recites that payment of the \$6,475.90 to claimant constitutes full and final settlement of all claims of the claimant against the State of Wisconsin and the Department of Local Affairs and Development, including all claims for attorney fees, salary and merit award claims, and further, that claimant's memorandum dated December 23, 1974, constituted a full and complete resignation from state service and employment with the Department of Local Affairs and Development. Said stipulation is approved by the Claims Board with the recommendation that legislation be enacted to award \$6,475.90 to claimant.

### 25. *People's State Bank of Mazomanie*

People's State Bank of Mazomanie claims \$1,162.16 for a check it cashed on March 4, 1974, but which was returned to it because payment had been stopped by the University of Wisconsin system. The original check was dated September 20, 1973, and a duplicate check was issued on December 13, 1973, after the original check was reported as lost. Payment on the original check was stopped when the duplicate check was issued. The original check was payable to and endorsed by "Vally Enterprises, E.W. Maubach." The original check was payable to a business entity but cashed for an individual who apparently had no balances with claimant's bank. The check was more than five months old when cashed by claimant. Section 403.304 (3)(c), Stats., provides that a purchaser has notice that an instrument is overdue if he has reason to know that he is taking a demand instrument more than a reasonable length of time after its issue, and that a reasonable time for a check is presumed to be 30 days. Section 403.302 (1)(c), Stats., provides that a holder in due course cannot have notice that an instrument is overdue. The board concludes that the claim is not one for which the state is legally liable nor one which the state should assume and pay on equitable principles.

### 26. *Melva Barkenhagen*

Melva Barkenhagen, Madison, Wisconsin, claims a total of \$92.30 on two separate claims. On November 17, 1976, claimant left her foster child unattended at home, and he started a fire resulting in damages of \$165.00. Claimant received \$115 insurance proceeds for the loss, and claims the balance of \$50. The second claim results from an incident which occurred in June of 1977 when the foster child became upset and tore a door and frame off the wall, broke a window and kicked a dent in the car, for which claimant seeks a total of \$42.30. It is the general policy of the claims board to deny claims by foster parents who are paid by the state to undertake the care and

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supervision of foster children when the claims are based upon property damage caused by their foster children. The board concludes the state is not legally liable for payment of the claims and that they should not be paid on equitable principles.

### 27. *Donna Christensen*

Donna Christensen, Waterford, Wisconsin, claims \$62.80 for tire damages on July 9, 1977, during the strike at Southern Wisconsin Center in Union Grove. Picketers threw nails under her tire while she was driving through the front gate. The tire had 4,000 miles on it and cost \$54.77. Consistent with other claims of this nature, the damages are measured by the cost of the tire less depreciation, which in this instance amounts to \$54.77 less 10%, or 49.29. The board concludes the claim in the reduced amount of \$49.29 should be paid on equitable principles.

### 28. *Ahmad Hasan Dani*

Ahmad Hasan Dani, Madison, Wisconsin, claims \$1,938.19 for medical expenses incurred from February 15 through March 4, 1977. On February 2, 1977, claimant was informed by his employer that he was covered by the state health insurance program. However, claimant was not in fact covered during the period these expenses were incurred. Claimant was employed by the University of Wisconsin-Madison. The board concludes that to some extent the claimant was negligent in failing to make further inquiry concerning the status of his insurance coverage, and the state should reimburse him for only 60% of his loss, or a total of \$1,162.91, through the risk management office, which amount should settle his claim in full. In the event the claim is not settled on this basis with the risk management office, the board finds payment of \$1000 is justified as provided under sec. 16.007 (6)(a), Stats.

### 29. *Donald Durkee*

Donald Durkee, Burlington, Wisconsin, claims \$175.35 for auto damage on May 27, 1977, on the grounds at Southern Wisconsin Center caused by a resident of the institution. Claimant's insurer paid \$125.35, and the board concludes the balance of \$50 should be paid by the state on equitable principles.

### 30. *Chester Jankowski*

Chester Jankowski, Chippewa Falls, Wisconsin, claims \$68.57 for damages to his motorbike on September 30, 1977, on the grounds of Northern Center caused by a resident of the institution. The board concludes the claim should be paid on equitable principles.



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### 31. *Conrad Johnstad*

Conrad Johnstad, Chippewa Falls, Wisconsin, claims \$413.35 for auto damages on July 18, 1977, on the grounds of Northern Center caused by a resident of the institution. Claimant has full insurance coverage for the loss, and the board concludes the claim is not one for which the state is legally liable nor one which the state should assume and pay on equitable principles. Claimant should file a claim with his insurance company for reimbursement of his loss.

### 32. *J.C. Penney Co, Inc.*

J.C. Penney Co, Inc., claims \$143.68 for clothing purchased in June and July of 1977 with vouchers issued in error by a former employe of the Department of Health and Social Services in Milwaukee. The former employe was the probation and parole agent for the purchaser of the clothing. The board concludes the claim should be paid on equitable principles, and that the Department endeavor to seek recovery of said amount from the former employe.

### 33. *William Schmidt*

William Schmidt, Madison, Wisconsin, claims \$50 for a clock, clothing and personal items placed in storage on August 26, 1977, at Lorenze Hall of the Mendota Mental Health Institute. The storage area provided was not sufficiently secured, and the items were stolen. The board concludes the claim should be paid on equitable principles.

### 34. *Phillip Slinger*

Phillip Slinger, Green Bay, Wisconsin, claims \$9.88 for the repair of his ring which was damaged on July 3, 1977, during the strike at the Wisconsin State Reformatory. The board concludes the claim should be paid on equitable principles.

### 35. *Ronald Rosol*

Ronald Rosol, Waupun, Wisconsin, claims \$550 for damage to his car on November 8, 1977, in the parking lot of West View Apartments in Waupun. The damage was by one or more juveniles on escape status from Wisconsin Correctional Institute at Fox Lake. There is no evidence of negligence by state employes in failing to provide security before the escape or in failing to aid in the apprehension of the inmates after the escape. The state is not the insurer for the actions of inmates while on escape status. The board concludes the claim is not one for which the state is legally liable nor one which the state should assume and pay on equitable principles. (Member Fox, dissenting)

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### 36. *James Neitzel*

James Neitzel, Fox Lake, Wisconsin, claims \$5,047.70 for loss of wages, expenses and pain and suffering relating to an accident on June 28, 1976, on Hy 23 and Co. Trunk G, 12 miles east of Fond du Lac. Claimant was a state employe, and the claim should be pursued under ch. 102, Stats., as a worker's compensation claim. Any "third party" action appears to be barred by sec. 895.45, Stats., since the required 90-day notice was not given. The Board concludes the claim should not be paid on equitable principles, and that the state's liability should not exceed what is provided for under the worker's compensation act.

### 37. *Harry Schulz*

Harry Schulz, Suring, Wisconsin, claims \$1,049.06 for deer damage to his bean crop on July 11, 1977, in the Town of Breed. Claimant failed to give the required 10-day written notice of his claim to the Department of Natural Resources. His notice of claim was dated July 23 and received July 26, 1977. However, on July 19, 1977, claimant gave verbal notice of his damages when he requested that claim forms be sent to him, and if he had been informed at that time of the 10-day written notice requirement, presumably he would have complied. Under any circumstances, the statutes permit payment of only 80% of the total claim for damage. Accordingly, the board concludes the claim in the reduced amount of \$839.25 should be paid on equitable principles.

### 38. *Joseph Stadler*

Joseph Stadler, Waupaca, Wisconsin, claims \$452.00 for damages on May 2, 1977, on Hy 54 east of New London when he hit a deer. The claim is measured by the cost of providing alternative transportation for one month while claimant's auto was being repaired. Claimant suggests resident deer hunting licenses should be increased to pay for such damages. There is no statutory provision now for payment of damages caused by automobiles running into deer. Motorists in Wisconsin kill 13,000-14,000 deer per year with their cars, and deer-automobile accidents exceed 20,000 per year. There is no evidence of negligence on the part of the state or its employes, but claimant may have been negligent as to lookout and maintaining the proper management and control of his automobile. The board concludes the claim is not one for which the state is legally liable nor one which the state should assume and pay on equitable principles.

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### 39. *Tom and Beth Garrow*

Tom and Beth Garrow, Madison, Wisconsin, claim \$80 for a tent damaged on September 4, 1977, at Tower Hill State Park by a falling tree. Claimant states that the tree appeared to be healthy and sound, but snapped off about 30 feet from the ground for no apparent reason. Section 29.68, Stats., provides that when the state grants permission to allow others to use its property for camping, that no assurance is given that the property is safe for such use, and liability results only for a willful or malicious failure to guard or warn against a dangerous condition. Under these facts there is no evidence of liability, and the board concludes the claim is not one for which the state is legally liable, nor one which the state should assume and pay on equitable principles.

### 40. *Louella E. Lamm*

Louella E. Lamm, Freeport, Illinois, claims \$48.50 for medical expenses resulting from a fall on April 17, 1977, at University of Wisconsin-Platteville while attending a recognition banquet. The tables were on a riser covered by a carpet which made the riser difficult to see. Claimant tripped on the riser, spraining her wrist and breaking her glasses. The board concludes the claim should be paid on equitable principles.

### 41. *Laurance Burzynski*

Laurance Burzynski, Hortonville, Wisconsin, claims \$225.20 for reimbursement of legal fees resulting from departmental action on May 11, 1976, concerning his employment status as a state trooper. Claimant had been advised on May 11, 1976, of his pending termination effective June 2, 1976, based on a doctor's report of impaired vision preventing claimant from driving a motor vehicle. Claimant was offered alternative employment. However, after re-examination on May 21, 1976, his impaired vision was improving and on May 26, 1976, claimant's pending termination date was advanced to June 16, 1976. Then on May 27, 1976, claimant's doctor advised that the vision problems were corrected, no future problems were anticipated, and restrictions on driving were lifted. On June 3, 1976, the pending termination was permanently lifted and claimant was immediately reassigned to full duties. Claimant continued to receive his full salary during this period of time, and his employment status was never terminated. The board concludes the claim is not one for which the state is legally liable nor one which the state should assume and pay on equitable principles. (Members Fox and Roberts dissenting)

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### 42. *Herbert Loeb*

Herbert Loeb, Highland Park, Illinois, claims \$193.00 for repainting his car which was sprayed with brown rust preventor on November 5, 1977, while driving under a bridge being painted at I-94 and 36th Street in Milwaukee. The contractor who subcontracted the painting work carries liability insurance which holds the state harmless for all liability related to its operations. The claim should be pursued against the contractor, the Lunda Construction Company, and its insurance carrier. The board concludes the claim is not one for which the state is legally liable nor one which the state should assume and pay on equitable principles.

### 43. *Alan White*

Alan White, Madison, Wisconsin, claims \$15 for damages to his sweater on November 16, 1977, at his place of employment at the State Office Building at 1 West Wilson Street. While sitting at his desk a brown fluid leaked from an overhead light fixture and caused the damage to his sweater. The board concludes the claim should be paid on equitable principles.

### 44. *Racine County*

Racine County claims \$3,076.11 for costs incurred at Southern Colony during the WSEU strike from June 30 to July 17, 1977. The claim is for wages paid to 29 deputies for overtime duty. The state requested these services to be performed. The claim appears to be reasonable and the board recommends payment.

### 45. *Mark Sommerfield*

Mark Sommerfield, Des Plaines, Illinois, claims \$143.24 for medical bills. Claimant alleges he became ill after eating two hot dogs purchased at State Fair Park on July 10, 1977. The doctor's report diagnosed gastroenteritis, which is different from food poisoning. Claimant became ill at 1:00 P.M., but did not report to the first aid station. He sat through a stock car race and returned to Illinois where he received medical attention later in the evening. There were no similar incidents reported that day to State Fair officials. There is no evidence of negligence on the part of the state, its officers or employes, and the board concludes the claim is not one for which the state is liable, nor one which the state should assume and pay on equitable principles.

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## THE BOARD CONCLUDES:

The claims of the following claimants should be denied:

Patti Juno  
Bank of Luxemburg  
Jeanette Lawver  
John Lins  
People's State Bank of Mazomanie  
Melva Barkenhagen  
Conrad Johnstad  
Ronald Rosol  
James Neitzel  
Joseph Stadler  
Tom and Beth Garrow  
Laurance Burzynski  
Herbert Loeb  
Mark Sommerfield

Payment of the following amounts to the following claimants is justified under sec. 16.007, Stats.:

American State Equipment Co., Inc. -----	\$1,000.00
Maynard Myher -----	960.00
Robert Brandl -----	196.81
James Dreyer -----	196.81
Heimo Forster -----	196.80
Glenn Friedl -----	196.81
Glen Garey -----	196.81
Clayton Harp -----	196.81
Mathew Hosmer -----	196.80
Donald Huntley -----	196.81
Donald Ickstadt -----	196.71
Kenneth Kavanaugh -----	196.71
Harry Larzelere -----	196.81
Edward McDermott -----	196.81
Alex O'Kash -----	196.81
Oliver Russell -----	100.00
Larry Smits -----	196.81
Alvin G. Tollefson -----	196.81
Eugene Voss -----	196.71
Donna Christensen -----	49.29
Ahmad Hasan Dani -----	1,000.00

(only in the event that he does not make settlement with the risk management office)

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Donald Durkee .....	50.00
Chester Jankowski .....	68.57
J.C. Penney Co, Inc. ....	143.68
William Schmidt .....	50.00
Phillip Slinger .....	9.88
Harry Schulz .....	839.25
Louella E. Lamm .....	48.50
Alan White .....	15.00

### THE BOARD RECOMMENDS:

1. Payment of \$6,475.90 to Alvin Karetski pursuant to the terms of a filed written stipulation dated February 8, 1978, reciting inter alia that payment of said amount constitutes full and final settlement of all claims of the claimant against the State of Wisconsin and the Department of Local Affairs and Development, including all claims for attorney fees, salary and merit award claims. On June 13, 1972, claimant had been relieved of his position as Director of Bureau of Local and Regional Planning in the Department, but reinstated by the order of the State Personnel Board dated December 13, 1974.

2. Payment of \$3,076.11 to Racine County for costs incurred at Southern Colony at the request of the state during the WSEU strike from June 30 to July 17, 1977, for wages paid to 29 deputies for overtime duty.

Dated at Madison, Wisconsin, this 15th day of June, 1978.

GERALD D. KLECZKA  
Senate Finance Committee

VIRGIL D. ROBERTS  
Assembly Finance Committee

THOMAS P. FOX  
Representative of Governor

EDWARD D. MAIN  
Representative of Secretary of  
Administration

ALLAN P. HUBBARD  
Representative of Attorney  
General

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EXECUTIVE COMMUNICATIONS

State of Wisconsin  
Office of the Governor  
Madison, Wisconsin

June 27, 1978.

To the Honorable, the Senate:

Pursuant to the provisions of the statutes governing, I have nominated and with the advice and consent of the senate do appoint Richard E. Ellison, of Kenosha, as a member of the Real Estate Examining Board, to succeed himself, to serve for the term ending July 1, 1983.

Sincerely,

MARTIN J. SCHREIBER

Governor

Read and referred to committee on Commerce.

State of Wisconsin  
Office of the Governor  
Madison, Wisconsin

June 27, 1978.

To the Honorable, the Senate:

Pursuant to the provisions of the statutes governing, I have nominated and with the advice and consent of the senate do appoint Betty Jean Thompson, of Milwaukee, as a member of the Real Estate Examining Board, to succeed Marilyn Slautterback, to serve for the term ending July 1, 1983.

Sincerely,

MARTIN J. SCHREIBER

Governor

Read and referred to committee on Commerce.

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State of Wisconsin  
Office of the Governor  
Madison, Wisconsin

June 28, 1978.

To the Honorable, the Senate:

I am writing to request that the nomination of Ralph Jirikowic, of Milwaukee, as a member of the Board of Veterans Affairs, be withdrawn due to his resignation from the Board.

Sincerely,  
MARTIN J. SCHREIBER  
Governor

State of Wisconsin  
Office of the Governor  
Madison, Wisconsin

June 28, 1978.

To the Honorable, the Senate:

The following bills, originating in the senate, have been approved, signed and deposited in the office of the Secretary of State:

Senate Bill	Chapter No.	Date Approved
745 -----	447 -----	June 28, 1978
746 -----	448 -----	June 28, 1978

Sincerely,  
MARTIN J. SCHREIBER  
Governor

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CHIEF CLERK'S REPORT

The chief clerk records:

Senate Bill 745  
Senate Bill 746

Correctly enrolled and presented to the Governor on June 23, 1978. (Pursuant to Assembly Joint Resolution 12)



1978 SPECIAL SESSION SENATE JOURNAL

FRIDAY, June 30, 1978

The chief clerk makes the following entries under the above date.

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EXECUTIVE COMMUNICATIONS

State of Wisconsin  
Office of the Governor  
Madison, Wisconsin

June 29, 1978.

To the Honorable, the Senate:

The following bills, originating in the senate, have been approved, signed and deposited in the office of the Secretary of State:

Senate Bill	Chapter No.	Date Approved
<b>1 Special Session</b>	----- 449 -----	June 29, 1978

Sincerely,  
**MARTIN J. SCHREIBER**  
Governor

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MESSAGE FROM THE ASSEMBLY

By Everett E. Bolle, chief clerk.

Mr. President:

I am directed to inform you that the assembly has concurred in:

**Senate Joint Resolution 4, Special Session**

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CHIEF CLERK'S REPORT

The chief clerk records:

**Senate Joint Resolution 1, Special Session**  
**Senate Joint Resolution 3, Special Session**

Correctly enrolled and deposited in the Office of the Secretary of State on June 20, 1978.

**Senate Bill 1, Special Session**

Correctly enrolled and presented to the Governor on June 23, 1978. (Pursuant to Assembly Joint Resolution 12)

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CHIEF CLERK'S CORRECTION

Suggested by Legislative Reference Bureau

Relating to:

**Senate Bill 1, Special Session**

In enrolling, the following corrections were made:

In senate amendment 5 to the bill:

On page 9, line 21, substitute "SECTION 392m." for SECTION 391r."; and that SECTION is moved to the proper sequence in the bill.

In the bill:

On page 1, line 25, after "(9)", insert a comma.