

**WILSON v. WILSON** was a 1999 Indiana appellate court decision. Larry Wilson and Julie Wilson's marriage was dissolved in 1993. Although he was "inactive" at that point in time, because of Larry Wilson's prior association with the Jehovah's Witnesses, Julie Wilson insisted that the dissolution decree specifically incorporate the agreement that "the Wife shall have physical custody of said minor child and shall have the right to make the normal religious and medical decisions of a custodial parent and the Husband shall have the right of visitation." In 1998, Julie Wilson filed for sole custody due to the fact that Larry Wilson was ignoring her wishes that he not take their son to the Kingdom Hall of Jehovah's Witnesses. The trial court proceeded to throw out the dissolution provision which granted Julie Wilson the right to make the religious decisions regarding the child. Such was reinstated by this appellate court, stating:

**"It is well-settled that divorcing spouses have more flexibility in crafting their own property settlement agreements than do divorce courts. ... Parties may agree to provisions which a trial court could not order. ... A property settlement agreement which is merged and incorporated into a divorce decree is a binding contract. ... A trial court should not interfere with a property settlement agreement provision for child custody and support unless the agreement, even where less than ideal, is clearly against the best interests of the child. ...**

**"Here, our review of the record reveals that, at the time of the dissolution, Julie anticipated conflict with Larry over Wesley's religious training because of Larry's previous involvement in the Jehovah's Witnesses. Because of her concern, Julie had some reservations about a joint custody arrangement. Therefore, she requested a provision in the property settlement agreement giving her the authority to determine the religious decisions as to Wesley. There is no evidence that Larry objected to the custodial provision providing Julie with the right to make the normal religious and medical decisions for the minor child. As a result, this provision was incorporated into the parties' final dissolution decree.**

**"Against the wishes of the mother, Larry subsequently**

**began taking Wesley to Jehovah's Witnesses meetings and on door to door solicitations. The evidence is unrefuted that after attending such meetings, Wesley became very critical of his mother. Wesley also demonstrated confusion and distress about religion. Specifically, Julie's counsel explained as follows: "The child comes home saying things like, church is bad, and when mother tries to tell him that's not appropriate, that church is not a bad thing, he argues and appears to be very confused about these things." ... Wesley has also been having problems at school. Julie expressed her concerns to Larry, reminded him about the provision in their settlement agreement and asked him not to take their son to Jehovah's Witnesses meetings. Larry responded that the provision "didn't mean anything." The trial court also granted Larry Wilson permission to provide child care while Julie Wilson was at work. Julie Wilson objected due to Larry Wilson's physical condition. Her attorney indicated that Larry Wilson was receiving fulltime disability benefits due to heart surgery more than 10 years ago. This appellate court affirmed the lower court's decision noting that Larry Wilson's health was such that he had recently helped construct a new Kingdom Hall of Jehovah's Witnesses in Lafayette.**