

From my Edna Purviance file

Mrs. Louise Purviance
vs.
M. G. Purviance

Complaint filed by Edna Purviance's mother against Edna's father dated October 16, 1902. I ran across it at the Humboldt County Recorder's Office in Winnemucca, Nevada in February, 1997 during my first trip to Edna's Nevada.

Gerald (Jerre) Smith
<http://jerre.com>



In the Fifth Judicial District Court of the State of Nevada, in
and for the County of Humboldt.

Louise W. Purviance,)
 Plaintiff,)
 vs.)
Madison G. Purviance,)
 Defendant.)

The plaintiff complains and alleges:--

First .- That the plaintiff and defendant were inter-
married at Hailey, State of Idaho, twenty-two (22) years ago and
are now wife and husband.

Second.- That the plaintiff and defendant are residents
of Humboldt County, State of Nevada and have been such residents
for several years last past.

Third.- That the plaintiff has a minor daughter of the
age of seven (7) years named Edna Purviance, and a daughter named
Myrtle Purviance, both of the age of seventeen (17) years, both
being the issue of said marriage, and both under the care, support
and education of the plaintiff.

Fourth.- That the plaintiff and defendant are in the
possession and entitled to the possession of Lots Number One (1),
Two (2) and Eighteen (18), in Block Fourteen (14) in the town of
Lovelock, with the improvements thereon, all known as the Singer
Hotel Property, and have been in such possession ever since January
Eleventh (11th), 1900, or thereabouts, under a valid and subsisting
agreement made by and between one R. F. Lynip on the one part and
the plaintiff and defendant on the other part in which the said
Lynip agrees to sell and convey the same to the plaintiff upon the
payment of the purchase price of sixteen hundred and fifty dollars
(\$1650.00) with interest, it being then and there agreed between the
parties hereto that upon the payment of said purchase price the
said property should be deeded to the plaintiff as and for her sole

and separate property; that in pursuance of said agreement with Lynip and said agreement between the parties hereto the plaintiff paid the stipulated sumson the purchase price of said property, the taxes and premiums on the policy of insurance on said property out of the proceeds of said hotel, and her own industry, and supported the family besides in order to secure said property as a home for herself and family; that she so continued and now continues so to do, except when prevented by the conduct of the defendant hereinafter set forth; that during the said possession of said property the defendant has been guilty and is now guilty of habitual gross drunkenness contracted since said marriage which incapacitates him from contributing his share to the support of the family; that frequently during said period he has collected the proceeds of said property and squandered and spent the same at the saloon bars and gambling tables in said Lovelock and County to such an extent as to cause default in the payment of installments in the purchase price of said property and he threatens to so do and the plaintiff verily believes that he will so continue unless restrained by the order of this Court and thereby cause irreparable damage and injury to the plaintiff and her said children by depriving the plaintiff of the means to comply with said agreement with said Lynip, which must result in losing said property and being deprived of any home for herself and children; that if he be so restrained the plaintiff can continue to conduct the business of said hotel and out of the proceeds thereof pay for said property and secure it as a permanent home and as a means of supporting herself and children, but not otherwise, and that the plaintiff has no other means to support herself and children.

The plaintiff alleges that the defendant is guilty of extreme cruelty towards the plaintiff during the last two years, in that at Lovelock in said County he has been in the habit of vilifying, slandering and abusing the plaintiff and applying to her the most approbious epithets and false accusations of unchastity

and infidelity in the presence and hearing of her said children and others; that on the second (2nd) day of October A. D. 1902, at said hotel in Lovelock in the presence and hearing aforesaid he, in language too vulgar and indecent to be repeated here, falsely, wickedly and with the utmost malignity and depravity accused the plaintiff with having promiscuous illicit intercourse with men; that last Fall the plaintiff was dangerously ill with typhoid fever for three weeks, during which time the defendant was beastly drunk every night, or thereabouts, and gave the plaintiff no care, but so conducted himself in his maudlin drunkenness to greatly aggravate her illness and cause her great mental agony and bodily pain; that during said two years at said hotel the defendant was drunk at least five nights in each week when in town, and by staggering and falling on the floor, and slamming the doors he greatly disturbed the peace and quiet of the plaintiff and her said children and her guests at the hotel for hours at a time to their great terror and dismay; that during said two years at divers and sundry times at said hotel he went to the meals at the dining room table in the presence of plaintiff and her said children and the hotel boarders and in drunken condition slobbered over the table to the great disgust and nausea of all present; that on the night of the second (2nd) day of October, 1902, at said hotel he assaulted and bruised the plaintiff so that she was compelled to call the aid of a constable to protect her.

The plaintiff alleges that the above course of humiliating insults, annoyances and cruelty practiced by the defendant as aforesaid has so grievously wounded the feelings and so utterly destroyed the peace of mind of the plaintiff as to cause her great mental anguish, bodily nervousness and pain, and has utterly destroyed the legitimate ends ^{and objects} of matrimony.

The plaintiff alleges that to avoid the usual unenviable notoriety which divorce proceedings invite she has silently borne as best she could the said indignities, slanders and cruelties of defendant until they have become intolerable and until her sense of duty to herself and children impel her to appeal to this honorable

Court for due and adequate relief.

The plaintiff alleges that the parties hereto have and own the furniture and all the personal property used in connection with said hotel.

Wherefore, the plaintiff prays that the bonds of matrimony now existing between the plaintiff and defendant be dissolved by the decree of this Court in the usual form; that she be awarded the care and custody of her said children; that all the property rights and interests of the defendant in said real estate and personal property and in said agreement with B. F. Lynip be divested out of the defendant and be vested in the plaintiff; that the defendant be restrained from disposing of any of said property and from receiving or disposing of any of the rents, issues or profits or proceeds of said hotel or business connected therewith until the further order of this Court and that she have such other and further relief as equity, justice and good conscience demand.

M. S. Bonfield

Attorney for Plaintiff.

