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MAR 16 2001

UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF GEORGIA, ATLANTA DIVISION

LEWIS B. THOMAS, Clerk
By:  Deputy Clerk

-----X
:
SUNTRUST BANK, as Trustee :
of the Stephens Mitchell :
trusts f/b/o Eugene Muse :
Mitchell and Joseph Reynolds :
Mitchell, :
:
 Plaintiff, :
:
-against- :
:
HOUGHTON MIFFLIN COMPANY, :
:
 Defendant. :
:
-----X

1:01 CV- 701

CASE NO. _____

COMPLAINT

Plaintiff SunTrust Bank, as Trustee of inter vivos and testamentary trusts created by Stephens Mitchell f/b/o Eugene Muse Mitchell and Joseph Reynolds Mitchell (hereinafter "Plaintiff" or the "Mitchell Trusts"), solely in its fiduciary capacities and not individually, for its complaint against defendant Houghton Mifflin Company ("Houghton Mifflin"), alleges as follows:

THE NATURE OF THE ACTION

1. Plaintiff, the Mitchell Trusts, are the copyright owners of the bestselling novel "Gone With the Wind" by Margaret

Mitchell and, as such, have the exclusive right to authorize derivative works based upon it. Margaret Mitchell (and therefore her successors in interest) is the widely recognized and much beloved source of the trademarks in the title, characters and fictional settings of the novel.

2. "Gone With the Wind" was published in 1936 to widespread acclaim. Over the years, it has been published in over 30 languages throughout the world and has sold tens of millions of copies. This is an action for copyright infringement and unfair competition under state and federal law based on the publication and exploitation by Houghton Mifflin of an unauthorized sequel to "Gone With the Wind" called "The Wind Done Gone" by Alice Randall.

3. "The Wind Done Gone," a blatant and wholesale theft of "Gone With the Wind," is an unauthorized derivative work which incorporates and infringes upon the fully developed characters, settings, plot lines and other copyrighted elements of "Gone With the Wind." Defendant was not granted a license to create a derivative work based on the original and, thus, "The Wind Done Gone" infringes upon the Mitchell Trusts' copyright and other rights in "Gone With the Wind."

4. Houghton Mifflin's clear intent is to trade off of the

enormous popularity and widespread appeal of "Gone With the Wind," and consumers will be confused into thinking that the Mitchell Trusts have sponsored or endorsed this unauthorized sequel. "The Wind Done Gone," as an unauthorized sequel, also threatens to divert sales of the properties owned or authorized by the Mitchell Trusts, including two authorized sequels to "Gone With the Wind," the legendary feature film, and an eight hour miniseries based on the first sequel novel. The Mitchell Trusts seek interlocutory and permanent injunctive relief, enjoining the further publication and distribution of "The Wind Done Gone," as well as monetary damages, costs and attorneys' fees.

THE PARTIES

5. Plaintiff SunTrust Bank, as Trustee under trusts f/b/o Eugene Muse Mitchell and Joseph Reynolds Mitchell, is a state banking institution organized and existing under the laws of the State of Georgia with its principal place of business at 25 Park Place, N.E., Atlanta, Georgia 30303.

6. Upon information and belief, defendant Houghton Mifflin Company is a corporation organized and existing under the laws of the State of Massachusetts with principal place of business at 222 Berkeley Street, Boston, Massachusetts 02116. Houghton Mifflin may be served by service upon its registered agent for

service of process in Georgia, CT Corporation System, 1201 Peachtree St., N.E., Atlanta, GA 30361.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331, 1338(a) and (b), and 1367 (supplemental jurisdiction) in that Plaintiff's claims arise under the copyright laws of the United States, 17 U.S.C. § 101 *et seq.*, the Federal Lanham Trademark Act, 15 U.S.C. § 1051 *et seq.* (the "Lanham Act"), and under state law.

8. Upon information and belief, this Court has personal jurisdiction over Houghton Mifflin because, among other things, it is authorized to and is doing business in the State of Georgia, and its activities constitute a basis for application of long arm jurisdiction under the laws of the State of Georgia.

9. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b), (c) and 1400.

FACTS

The Mitchell Trusts' Rights

10. "Gone With the Wind" was written by Margaret Mitchell and copyrighted by Macmillan Publishing Company in or about 1936, as reflected in U.S. Copyright Registration No. A:96258. Upon Ms. Mitchell's death in 1949, all of her rights in "Gone With the

Wind" were conveyed to her husband, John Marsh. Upon Mr. Marsh's death in 1952, all of those rights were conveyed to Ms. Mitchell's brother Stephens Mitchell. Mr. Mitchell in turn conveyed a portion of those rights to inter vivos trusts established for the benefit of his sons, Eugene Muse Mitchell and Joseph Reynolds Mitchell (the Mitchell Trusts). Upon Mr. Mitchell's death in 1983, the remaining portion of his rights were conveyed through his will to the Mitchell Trusts.

11. In 1963, the copyright registration in "Gone With the Wind," was renewed as reflected in U.S. Copyright Registration Nos. R:318689 and R:318690. At the time of the filing of this Complaint and at all relevant times herein, the Mitchell Trusts are and were the sole owners of the copyright to "Gone With the Wind" and, as such, have the exclusive right to authorize derivative works.

12. In or about 1936, Margaret Mitchell authorized a derivative work to be made of "Gone With the Wind," a motion picture also called "Gone With the Wind" starring Clark Gable and Vivien Leigh (the "Film"). The Film was critically acclaimed, winning ten Academy Awards, and is a commercial success.

13. In or about 1988, the Mitchell Trusts authorized the making of another derivative work, a sequel to "Gone With the

Wind" using the characters, character traits, settings, plot lines, title and other elements of the original novel. That novel, called "Scarlett: The Sequel to Margaret Mitchell's Gone With the Wind" (hereinafter the "Sequel"), was written by Alexandra Ripley and published by Warner Books in 1991.

14. The Mitchell Trusts are the sole owners in the copyright to the Sequel, as reflected in U.S. Copyright Registration Nos. TX-3-145-421 and TX-3-226-508.

15. In or about 1995, the Mitchell Trusts entered into a contract authorizing, under certain conditions, another derivative work to be made, a second sequel to "Gone With the Wind" again using the characters, character traits, settings, plot lines and other elements of the original novel (the "Second Sequel"). The Second Sequel, as yet untitled, will, upon approval by the Trusts and the publisher, be published by St. Martin's Press following its completion and delivery. By written agreement, the Mitchell Trusts will be the sole copyright owner of the Second Sequel.

16. Since at least as early as 1939, Ms. Mitchell and/or the Mitchell Trusts have authorized the use of the characters, settings and other elements of the novel "Gone With the Wind" in a wide variety of commercial contexts, beginning with the Film

and continuing with the miniseries, the Sequel, the Second Sequel and numerous licensed consumer products sold in the United States and abroad.

The Defendant's Infringement

17. Defendant Houghton Mifflin has contracted to publish, and has published, a novel entitled "The Wind Done Gone" by Alice Randall, which has been marketed and promoted as a sequel to "Gone With the Wind."

18. Upon information and belief, advance copies of "The Wind Done Gone" have been distributed to reviewers and others. The book also is being offered for sale nationwide, including within the State of Georgia and this District, by advance orders through Barnes & Noble, Amazon and other booksellers.

19. Upon information and belief, defendant Houghton Mifflin plans to make "The Wind Done Gone" available for purchase nationwide, including within the State of Georgia, in May of 2001.

20. "The Wind Done Gone" infringes upon the Mitchell Trusts' copyrights in the novel "Gone With the Wind," the Sequel and other authorized derivative works.

21. "Gone With the Wind" is the sweeping epic tale of Scarlett O'Hara, a black-haired, green-eyed "belle of five

counties" of Georgia who weathers the hardships of the Civil War and Reconstruction, sustained by her love for her cotton plantation, Tara. Scarlett is the eldest of the three daughters of Gerald and Ellen O'Hara, and is raised by a slave, Mammy. The novel centers around Scarlett's unrequited love for Ashley Wilkes (the heir of Twelve Oaks plantation) and her relationships with Ashley's wife, Melanie, whom Scarlett both loves and despises, and Rhett Butler, a dashing scoundrel. The novel follows Scarlett through her girlhood at Tara, her three marriages and the birth of her three children, and is set against the backdrop of historical events such as the burning of Atlanta, the battles of the Civil War, Sherman's March to the Sea and the social upheaval of the South during Reconstruction.

22. Any person who has read the novel "Gone With the Wind," or seen the Film, will recall such famous scenes as Scarlett hurling a vase at the wall after being rejected by Ashley, then finding that Rhett, hidden on a couch, has witnessed the entire scene, or Scarlett killing a Union soldier who has invaded Tara, then robbing his body, wrapping it in Melanie's chemise and burying it behind the house, or Rhett leaving Scarlett with the memorable words "My dear, I don't give a damn."

23. "The Wind Done Gone" is an unauthorized sequel to "Gone With the Wind." It is the "diary" of a woman named "Cynara," the illegitimate daughter of "Planter," a plantation owner, and "Mammy," the slave who cares for his children.

24. Defendant Houghton Mifflin brazenly seeks to associate "The Wind Done Gone" with "Gone With the Wind" and trade off its phenomenal success. In its own press regarding the book, Houghton Mifflin admits that "Alice Randall supplies the story that has been missing from the work that more than any other has defined our image of the antebellum South, Margaret Mitchell's *Gone With the Wind*." See Catalog Page for "The Wind Done Gone" attached hereto as Exhibit A.

25. A foreword entitled "Notes on the Text" states that the character Cynara was supposedly "hospitalized in July of 1936 for a period of three months after suffering a severe emotional collapse. She was hospitalized again for a month in 1940, beginning on New Year's Day." The foreword goes on to say that "[o]ther than these two episodes (which coincide with the publication and movie premiere of Margaret Mitchell's *Gone With the Wind*), it appears . . . that [Cynara] had enjoyed a life of excellent health" A true and correct copy of the "Notes on the Text" is attached hereto as Exhibit B.

26. The title of the book, "The Wind Done Gone" is almost identical to "Gone With the Wind." Cynara also says in the book that a year of her life has "gone with the wind."

27. Cynara's name derives from the poem "Non Sum Qualis Eram Bonae Sub Regno Cynarae" by Ernest Dowson, a copy of which is reprinted at the second page of "The Wind Done Gone." The Dowson poem contains the line "I have forgot much, Cynara! gone with the wind," which was Margaret Mitchell's inspiration for the title of her work. A true and correct copy of the second page of "The Wind Done Gone" is attached hereto as Exhibit C.

28. Characters in "The Wind Done Gone," their personalities and physical traits, and their relationships with other characters are explicitly copied from "Gone With the Wind." While some of the characters in "The Wind Done Gone" are referred to by the nicknames the author has assigned to them, they are readily identifiable as the core Mitchell characters. By way of example only:

- a. "Other" (Scarlett O'Hara), Cynara's half sister, is described as a "raven-haired," green-eyed "belle of five counties." Copying the famous opening line of "Gone With the Wind" ("Scarlett O'Hara was not beautiful, but men seldom realized it"), the author writes that Other is "not beautiful, but men seldom recognized this";

- b. "R.B." or "Debt Chauffeur" (Rhett Butler) is Other's husband, then later Cynara's husband;
- c. "Precious" (Bonnie) is Other and Debt's daughter;
- d. "Mealy Mouth" (Melanie) is Other's frail sister-in-law, married to "Dreamy Gentleman" (Ashley Wilkes), the heir of the plantation "Twelve Slaves Strong as Trees";
- e. "Planter" (Gerald O'Hara) is Other and Cynara's father, an "Irishman" and the owner of "Tata" or "Cotton Farm," a plantation in Georgia;
- f. "Lady" or "E." (Ellen O'Hara) is Planter's wife and Other's mother;
- g. "Mammy" (Mammy) is Other's nurse;
- h. "Garlic" (Pork) is the loyal butler Planter won in a card game;
- i. "Miss Priss" (Prissy) is the daughter of "Mrs. Garlic" (Dilsey), Garlic's wife; and
- j. "Beauty" (Belle Watling) is a "waddling" woman, a madam with a powdered white face and dyed red hair who lives in Atlanta.

29. Many other characters from "The Wind Done Gone," for instance Jeems, Feleepe (Philippe or Feeleep in "Gone With the Wind"), the Twins, Scarlett's sister Kareen (Carreen in "Gone With the Wind"), Aunt Pattypit (Aunt Pittypat in "Gone With the Wind") and Scarlett's other two children also are copied from, and have the same names as, characters in "Gone With the Wind."

30. "The Wind Done Gone" also copies plot lines, scenes and other elements from "Gone With the Wind". By way of example only, "The Wind Done Gone" infringes upon some of the most famous scenes of "Gone With the Wind":

- a. "The Wind Done Gone" opens with R. B. leaving Other after their daughter Precious dies in an accident. In a familiar sounding passage, R.B. "cursed [Other] but called her *darling* or *dear* but he told her he didn't give a tinker's damn what happened to her. When he walked out, she sat down on the stairs and cried";
- b. Cynara tells how "everyone at Twelve Slaves Strong as Trees knew the story of how Other threw herself and some kind of vase at Dreamy Gentleman and of how R. heard it because he was lying down on a couch unseen";
- c. Other and Mealy Mouth kill a Union soldier, rob his dead body and drag him off in their chemises;
- d. Other is married three times. The first marriage is to Mealy Mouth's brother, who dies in the war. Other gives birth to a son after her husband has died. Her second marriage is to a man who is "killed riding out with the Klan." She has a daughter from that marriage. Her third marriage is to R. B., who leaves her after their daughter is killed;
- e. Other is one of three sisters. She had three brothers, all of whom died in infancy;
- f. Garlic tells how Planter won Tata, and Garlic himself "in a poker game. My old master was a rich young planter from St. Simon's island. Good-looking, good-mannered, we went everywhere . . . later Young Marse offered twice the money to get me back" Later, Other gives Garlic

Planter's gold watch as a reward for his loyalty;
and

- g. Jeems, a slave, is given to the "big red-haired twins" as a gift on their tenth birthday. The Twins are thrown out of all of the major Southern universities. "B." (Brent) was to marry Kareen (Carreen) but both twins die at Gettysburg. Kareen then goes into a convent in Charleston.

31. Even some of the most subtle imagery and detail from "Gone With the Wind" has been copied by "The Wind Done Gone," including, by way of example, the images of the scent of lemon verbena surrounding Lady, Other dreaming of being lost in a fog, a white infant with a "rosebud" mouth nursing on a brown breast, and the description of the countryside as being a contrast between the white of the cotton fields and the red color of the earth.

FIRST CLAIM
(Copyright Infringement)

32. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 31 of the complaint as if set forth in full herein.

33. The book "Gone With the Wind" and the Sequel are original works and copyrightable subject matter under the laws of the United States. "Gone With the Wind" and the Sequel are registered with the United States Copyright Office, Copyright

Registration Nos. A:96258, R:318689, R:318690, TX-3-145-421 and TX-3-226-508.

34. At all times relevant hereto, the Mitchell Trusts have been and still are the sole owners of all right, title and interest in and to the copyright to "Gone With the Wind" and the Sequel, neither of which have ever been assigned, licensed or otherwise transferred to the Defendant or dedicated to the public.

35. Upon information and belief, beginning in or about 2000 and continuing thereafter, Defendant, with knowledge of ownership of the copyright in and to "Gone With the Wind" and the Sequel, has wilfully infringed upon the Mitchell Trusts' rights by reproducing, displaying, manufacturing, distributing, promoting, advertising and selling its infringing work "The Wind Done Gone" without the permission, license or consent of the Mitchell Trusts or of any other person or entity holding title to or interest in the copyright in "Gone With the Wind" or the Sequel.

36. As a result of Defendant's copyright infringements as alleged above, the Mitchell Trusts have been and continue to be substantially injured and are entitled to: (a) temporary, preliminary and permanent injunctive relief restraining the Defendant from further publication, unauthorized copying and

misappropriation of Plaintiff's copyrighted works; (b) damages in an amount to be determined at trial but not less than \$10,000,000 and/or statutory damages; (c) the Defendant's profits attributable to its infringements; (d) the recall and destruction of all infringing copies of Defendant's work; (e) the costs of this action; and (f) expenses of this action, including attorneys' fees.

SECOND CLAIM

(Violation of Section 43(a) of the Lanham Act)

37. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 36 of the complaint as if set forth in full herein.

38. The characters, settings, plot lines and other elements of the original novel "Gone With the Wind," as well as its authorized derivative works, have come to be uniquely associated with Margaret Mitchell (and therefore, with the Mitchell Trusts, the successor to her rights) and are inherently distinctive.

39. Defendant Houghton Mifflin's publication, promotion, exploitation and other use in commerce of the book "The Wind Done Gone" in a manner that falsely implies that such book is sponsored, endorsed and/or authorized by the Mitchell Trusts has, upon information and belief, caused and will, unless enjoined,

continue to cause confusion, mistake and deception as to the affiliation, connection and/or association of the Mitchell Trusts with the Defendant and as to the authorization of Defendant's derivative work.

40. Because derivative works may not lawfully be distributed without the consent and authorization of the copyright owner, Defendant's use of characters, settings, plot lines and other elements identical and/or confusingly similar to Plaintiff's, and Defendant's methods of advertisement and promotion have, upon information and belief, caused confusion and will, unless enjoined, continue to cause confusion, mistake and deception as to the origin of Defendant's works and as to the sponsorship, consent, authorization or approval of Defendant's activities by the Plaintiff.

41. The aforesaid acts and conduct of Defendant are, and unless enjoined will continue to be, in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

42. By reason of the Defendant's unlawful and willful acts and practices, the Mitchell Trusts have suffered and, unless Defendant is enjoined and restrained from such conduct, will suffer immediate and irreparable harm and damage to their business reputation and goodwill, as well as the artistic

reputation and goodwill of the novel "Gone With the Wind." The Mitchell Trusts have no adequate remedy at law.

43. By reason of Defendant's unlawful acts and practices, the Mitchell Trusts have suffered and will suffer damages, including without limitation the loss of sales and profits the Mitchell Trusts would have made but for Defendant's acts, which damages are to be determined in an amount not less than \$10,000,000.

THIRD CLAIM

(Deceptive Trade Practices Under Georgia State Law)

44. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 43 of the complaint as if set forth in full herein.

45. The aforesaid acts and conduct of Defendant constitute, and unless enjoined will continue to constitute, unfair competition and unfair trade practices against Plaintiff in violation of the Georgia Uniform Deceptive Trade Practices Act, O.C.G. §§ 10-1-370 *et seq.*

46. Plaintiff have suffered damage as a result of Defendant's unlawful acts and, unless Defendant is restrained and enjoined, will continue to suffer immediate and irreparable harm and Plaintiff is without an adequate remedy at law.

DEMAND FOR RELIEF

WHEREFORE, Plaintiff requests the following relief:

A. That this Court enter temporary, preliminary and permanent injunctive relief enjoining and restraining Defendant, its officers, directors, employees, agents, licensees, servants, successors and assigns, and any and all persons in active concert or participation with any of them, from the manufacture, publication, display, distribution, advertising of, sale or offer for sale of the book entitled "The Wind Done Gone" by Alice Randall and any other work which infringes upon Plaintiff's copyrights in the novel entitled "Gone With the Wind," the Sequel and other authorized derivative works;

B. That this Court enter an order adjudging that Defendant has wilfully infringed upon Plaintiff's copyrights in and to the book entitled "Gone With the Wind" and its derivative works;

C. That this Court enter an order adjudging that Defendant's activities have violated Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a);

D. That this Court enter an order adjudging that Defendant's activities have violated Georgia's Uniform Deceptive Trade Practices Act, O.C.G. § 10-1-370, *et seq.*;

E. That this Court enter temporary, preliminary and permanent injunctive relief enjoining and restraining Defendant, its officers, directors, employees, agents, licensees, servants, successors and assigns, and any and all persons in active concert or participation with any of them, from directly or indirectly using the characters, settings, plot lines, title and/or other elements of the original novel "Gone With the Wind," the Sequel and other authorized derivative works: (i) that are likely to cause confusion, mistake or deception as to the affiliation, association or connection between Defendant, "The Wind Done Gone" or any other of Defendant's works and Plaintiff, "Gone With the Wind" or any other authorized derivative works; and (ii) that constitute a false or misleading description of origin in the United States, its territories and possessions and elsewhere within the jurisdiction of this Court;

F. That this Court require Defendant to disgorge and to account to Plaintiff for any and all profits derived by Defendant from the manufacture, production, publication, distribution, advertisement, sale, transfer or other exploitation of the book "The Wind Done Gone";

G. That this Court require Defendant to: (i) recall all advertisements, promotional materials, advance or review copies,

sale copies and all other items in its possession or under the control of Defendant relating to the book "The Wind Done Gone"; and (ii) destroy all such materials and deliver to Plaintiff an affidavit swearing that such materials were destroyed under proper and appropriate safeguards;

H. That this Court award Plaintiff damages against Defendant in an amount to be determined in excess of \$10,000,000;

I. That this Court award treble damages pursuant to 15 U.S.C. § 1117(a);

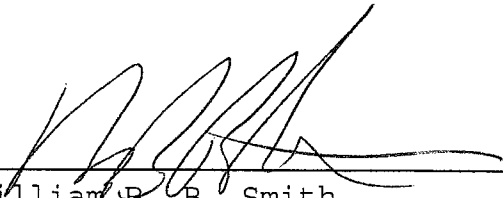
J. That Plaintiff be awarded its reasonable attorneys' fees and costs under the Copyright Act and the Lanham Act against Defendant;

K. That Defendant be required to file with Court and to serve on Plaintiff, within thirty (30) days after the service of the Court's order as herein demanded, a report in writing under oath setting forth in detail the manner and form in which it has complied with the Court's order; and

L. That this Court grant such other and further relief as it shall deem just and proper, including interest and the costs and disbursements of this action.

PLAINTIFF DEMANDS A TRIAL BY JURY.

Dated: Atlanta, Georgia
March 16, 2001



William B. B. Smith

(Georgia Bar No. 664637)

Ralph R. Morrison

(Georgia Bar No. 525145)

Anne M. Johnson

(Georgia Bar No. 392229)

JONES, DAY, REAVIS & POGUE

3500 SunTrust Plaza

303 Peachtree Street, N.E.

Atlanta, Georgia 30308-3242

Telephone (404) 521-3939

Facsimile (404) 581-8330

Of Counsel:

FRANKFURT GARBUS KURNIT KLEIN & SELZ, P.C.

Maura J. Wogan, Esq. (MW 9589)

Jessie F. Beeber, Esq. (JB 3129)

Thomas D. Selz, Esq. (TDS 7676)

488 Madison Avenue

New York, New York 10022

Telephone (212) 980-0120

Facsimile (212) 758-7954

Attorneys for Plaintiff

SunTrust Bank as Trustee under
trusts f/b/o

Eugene Muse Mitchell and Joseph
Reynolds Mitchell

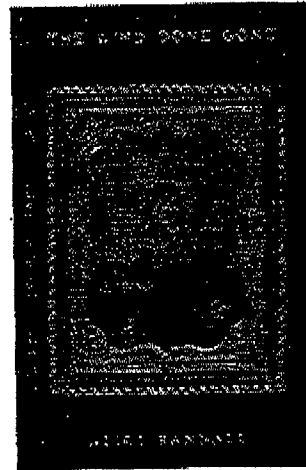
EXHIBIT A

Trade and Reference Division

HOUGHTON MIFFLIN

The Wind Done Gone : A NovelBy : Alice Randall

List Price : \$23.00
 Status : Coming Soon
 Format : Trade Cloth
 ISBN : 061810450X
 Publication Date : 06/06/2001
 Trim Size : 5.50 x 8.25
 No.Of Pages : 288
 Language : English



Subject(s) : FICTION / LITERATURE : Family Saga - Fiction

Description :

In a brilliant rejoinder and an inspired act of literary invention, Alice Randall supplies the story that has been missing from the work that more than any other has defined our image of the antebellum South, Margaret Mitchell's *Gone With the Wind*. Imagine, simply, that the black characters in Mitchell's tale were other than one-dimensional stereotypes. Then imagine, audaciously, that Scarlett O'Hara had an illegitimate mulatto sister, and that this sister, Cynara, Cinnamon, or Cindy — beautiful and brown — gets to tell her story. It is a premise based on historical plausibility, even probability. Cindy is born into a world in which she is unacknowledged by her plantation-owning father and passed over by her mother in favor of her white charges. Sold off like so much used furniture, she eventually makes her way back to Atlanta to take up with a prominent white businessman, only to leave him for an aspiring politician of her own color as the possibilities of a new era begin to dawn. Alluding to events in *Gone With the Wind* but ingeniously and ironically transforming them, *The Wind Done Gone* is an exquisitely written, emotionally complex story of a strong, resourceful black woman breaking away from the damaging world of the Old South to emerge into her own, a person capable not only of receiving but giving love, as daughter, lover, and mother. A passionate love story, a wrenching portrait of a tangled mother-daughter relationship, and a book that gives a voice to those whom history has silenced, *The Wind Done Gone* is a elegant literary achievement of significant political force and a novel whose time has finally come.

PURCHASING INFORMATION

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EXHIBIT B

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Library of Congress Cataloging-in-Publication Data

Randall, Alice.

The wind done gone / Alice Randall.

p. cm.

ISBN 0-618-10450-x

1. Afro-American women — Fiction. 2. Racially mixed people — Fiction. 3. Atlanta (Ga.) — Fiction. I. Title.

PS3568.A486 W56 2001

813'.6—dc21 00-046544

Book design by Anne Chalmers

Fonts used: Granjon, Engravers Gothic BT, Edwardian Script, Johanna Sparkling, Type Embellishments

Printed in the United States of America

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NOTES ON THE TEXT:

This document was discovered in the early 1990s. It was among the effects of an elderly colored lady who had been in an assisted-living center just outside Atlanta.

The resident's name was Prissy Cynara Brown.

Specifically, three documents were found: a leather-bound diary, written in an ornate and hard-to-decipher hand with a quill and pencil; a typescript of the diary prepared sometime later; and a letter.

According to notations in her medical records, Ms. Brown was hospitalized in July of 1936 for a period of three months after suffering a severe emotional collapse. She was hospitalized again for a month in 1940, beginning on New Year's Day. Other than these two episodes (which coincide with the publication and movie premiere of Margaret Mitchell's *Gone With the Wind*), it appears from letters and clippings that Ms. Brown had enjoyed a life of excellent health and service to the community, frustrated only by her inability to get the diary published.

Pressed into the diary was a photo-postcard of the Washington Monument under construction, a fragment of green silk, and a poem by Ernest Dowson, "Non sum qualis eram bonac sub regno Cynarae."

EXHIBIT C

NON SUM QUALIS ERAM BONAE SUB REGNO CYNARAE*

Last night, ah, yesternight, betwixt her lips and mine
There fell thy shadow, Cynara! thy breath was shed
Upon my soul between the kisses and the wine;
And I was desolate and sick of an old passion,
 Yea, I was desolate and bowed my head:
I have been faithful to thee, Cynara! in my fashion.

All night upon mine heart I felt her warm heart beat,
Night-long within mine arms in love and sleep she lay;
Sure the kisses of her bright red mouth were sweet;
But I was desolate and sick of an old passion,
 When I awoke and found the dawn was gray:
I have been faithful to thee, Cynara! in my fashion.

I have forgot much, Cynara! gone with the wind,
Flung roses, roses riotously with the throng,
Dancing, to put thy pale, lost lilies out of mind;
But I was desolate and sick of an old passion,
 Yea, all the time, because the dance was long:
I have been faithful to thee, Cynara! in my fashion.

I cried for madder music and for stronger wine,
But when the feast is finished and the lamps expire,
Then falls thy shadow, Cynara! the night is thine;
And I am desolate and sick of an old passion,
 Yea, hungry for the lips of my desire:
I have been faithful to thee, Cynara! in my fashion.

— Ernest Dowson, 1867–1900

*I am not as I was under the reign of the good Cynara
—from *Horace's Odes*