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The Press.

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The Press.

MONDAY, DECEMBER 7, 1857.

K. C. B.

The *London Gazette*, which officially chronicles all honors bestowed by British Royalty—*i. e.* by Lord PALMERSTON—announces that Sir JOHN LAWRENCE has been "elevated" to the dignity of G. C. B.; that Generals HAVELOCK and WILSON have also been "elevated" to the honor of K. C. B.; and that had Generals NEILL and NICHOLSON survived, "the dignity of K. C. B. would have been conferred upon them."

The magic initials, G. C. B., denote Knight Grand Cross of the Order of the Bath. K. C. B. indicates Knight Companion of the same order. Each possessor of these "dignities" is entitled to the aristocratical "Sir," as name handle to his name, and his wife may be called "My Lady." Thus, instead of plain General and Mrs. HAVELOCK, we are now to have Sir HENRY and Lady HAVELOCK. Beyond this lip honor, no advantage whatever accrues to any G. C. B. or K. C. B. In various parts of Continental Europe a pension always accompanies the dignity. The elder NAPOLEON placed the Legion of Honor upon that footing—so that elevation to one of its higher grades carried with it a certain income, not very great, but fully adequate to maintain the possessor. In England the honor is penny-less.

General HAVELOCK, after *ten* victories, won under circumstances of remarkable difficulty, at last obtained the notice of the British Ministry. Lord PANMURE, (the War Minister who took care of his own nephew, young DOWNTON, by telegraphing to the Crimean General, "remember Down,") did, himself, "remember" HAVELOCK, and actually conferred upon him a good-service pension of one hundred pounds per annum,—being at the cheap rate of ten pounds a year for each of the ten victories. And is *this* the measure of British gratitude for eminent services? Is *this* all that England can do for one of her greatest heroes? Ten pounds a-piece for ten victories, and, when the relief of Lucknow, with a handful of gallant men against a horde of savage Sepoys, is added to the catalogue, Queen VICTORIA gazettes herself as "graciously pleased to elevate General HAVELOCK to the dignity of K. C. B."

Truly such compliments as these, where the mere "dignity" has to support itself, may well be called the *cheap* defence of nations. HAVELOCK has writ his name imperishably on the Anglo-Indian annals; he will be remembered with CLIVE, EYRE, COOTE, WELLESLEY, GOUGH, and NAPIER, and posterity will care very little to know whether he had a title or not. But, in the British service, where titles and "dignities," badges and grand crosses, are mightily regarded, there is poor encouragement for vaulting ambition in the fact that, for ten victories, which averted ruin from India, HAVELOCK's sole reward was a pension of something less than five shillings a day, and that for the relief of Lucknow the "dignity" of K. C. B. was added. But a country which allows, in pension and places, $300,000 per annum to Prince ALBERT, made him Field Marshal at the age of 20, and gives him "dignity" as a Royal Highness and Prince Consort, probably cannot *afford* to compensate Sir HENRY HAVELOCK in a suitable manner.

All we need say is, that it was far different in previous epochs of British history. JOHN CHURCHILL, for his military services, was successfully advanced, from a cornetcy in the Guards to the Dukedom of Marlborough, with the princely estate and palace of Blenheim to himself and heirs, with an hereditary pension of £5,000 out of the Post Office revenue; all of which solid rewards his descendants enjoy to this day. ARTHUR WELLESLEY, by like gradations, became Duke of Wellington, with the national gift of £500,000 to buy an estate, and pensions and salaries of about £40,000 a year, until the close of his prolonged career. For the single battle of Talavera, he was created baron and viscount, with a life-pension of £2,000. This *one* victory scarcely did equal HAVELOCK's *ten*—though HAVELOCK has only got one hundred pounds a year. In the war with NAPOLEON, not WELLINGTON alone was elevated; BERESFORD, HILL, COTTON, GRAHAM, STEWART, HOPE, and others, received peerages and pensions, though few had done the good service which HAVELOCK was able to perform. Had he fought under NAPOLEON, he would have been a prince and marshal of the Empire, before he had distinguished himself even half as much as now.

Even we ourselves, though we have no titles to bestow, no grand crosses to exhibit, and a wholesome dislike of directly wasting the public money—even we created the higher rank of Lieutenant-General to honor WINFIELD SCOTT, and have allowed him pensioners of back pay from the time of his winning the honor.

This last great deed—the relief of Lucknow—which has added so much glory to British arms, would not have been performed by HAVELOCK, but for the chivalric feeling of General OUTRAM, who was sent from Calcutta, by stupid Lord CANNING, actually to supersede the man who already had done so much. Sir JAMES OUTRAM luckily happened to be a *civil* as well as a *military* officer of India. He issued a General Order, on the 16th of September, which is worthy of the olden days of chivalry. He said:

"The important duty of relieving the garrison of Lucknow had been first entrusted to Major-General Havelock, C. B., and Major-General Outram feels it is his duty to this distinguished officer, and the strenuous and noble exertions which he has already made to effect the object for which he had sought to the honor of the achievement. Major-General Outram is confident that the great end for which General Havelock and his brave troops have so long and so gloriously fought, will now, under the blessing of Providence, be accomplished. The Major-General, therefore, in gratitude for and admiration of the brilliant deeds of arms achieved by General Havelock and his gallant troops, *will cheerfully waive his rank on the occasion, and accompany the force to Lucknow in a civil capacity, as Chief Commissioner of Oude, and tendering his military services to General Havelock as a volunteer.*

"On the relief of Lucknow, the Major-General will resume his position at the head of the forces."

HAVELOCK, on the same day, gratefully made OUTRAM's "kind and generous determination" known to his troops. Nine days after that date, the intrenched Residency at Lucknow was relieved and its long-imprisoned garrison saved. Sir JAMES OUTRAM fought, simply as a volunteer, heading one of the most successful charges, and receiving a wound in the attack. Between HAVELOCK and OUTRAM there was, on this occasion, such an honorable competition as might have been expected, under like circumstances, from Constable BOURBON and the gallant BAYARD, his contemporary and countryman. Such conduct as that of General OUTRAM beggars all praise.

It is impossible that HAVELOCK can be put off with a paltry £100 per annum, as a "good conduct pension," and such a paltry "dignity" as the Grand Cross of the Bath. What, to such a man, is the barren title of Knighthood, and the tinsel decoration of a military "order" embroidered on his coat. We need not now discuss the *morale* of holding out rank and wealth as inducements to the army and navy of any country, but while England *does* hold out such baits for distinction, she will be false to herself if, in the distribution, HAVELOCK and OUTRAM be not well remembered.

Sir HENRY HAVELOCK, it is known, is a man who, after forty years' military service, in which he had to purchase almost every "step" of rank, was only recently made Brigadier-General—the lowest of *four* grades of General's rank in England. For the last thirty years, he has been known and employed as an excellent officer. Why, then, did he not earlier obtain high military rank? He was a soldier of fortune in one sense only, never having been a rich man, and could only *purchase* his way up by slow degrees, as he was able to save the money. He was wholly unconnected with the nobility; he had no aristocratical connections to push him forward; above all, he did not possess an uncle, like Lord PANMURE, to telegraph, from London to the seat of war, "Remember HAVELOCK!" He is simply an able, earnest, brave man, who had to fight his way to distinction, and, even now, whom he has won as much popular regard as ever was obtained, or deserved, by MARLBOROUGH or WELLINGTON, the British Government stingily and tardily doles out the national tribute of reward and honor.

The wretched rule is—every thing for the Aristocracy, and as little as possible for the Deserving. Need we wonder that England is so rapidly declining into a second-class nation?

THE PLAY OF JACK CADE.

The following is a copy of the bill in equity filed in the Circuit Court of the United States, on Wednesday last, by EDWIN FORREST, Esq., praying for an injunction to restrain WILLIAM WHEATLEY, Esq., Lessee of Arch Street Theatre, from performing at his Theatre the play of "Jack Cade:"

To the Honorable the Judges of the Circuit Court of the United States for the Eastern District of Pennsylvania:

Edwin Forrest, of the city of Philadelphia, and a citizen of the State of Pennsylvania, brings this his Bill of Complaint, against William Wheatley, of the city of Philadelphia, and citizen of the State of Pennsylvania.

And thereupon your orator complains and says: That your orator, the said Edwin Forrest, is, by profession, an actor and dramatic performer, and from time to time, in pursuance of the duties of said profession, is engaged in the public performance and representation of dramatic compositions, commonly called plays.

That in or about the year 1835, Robert T. Conrad, of the city of Philadelphia, wrote and composed a certain play or dramatic composition, entitled "The Noble Yeoman," which play, after failing to receive the approbation of the public before whom it was produced and performed for a brief period only, was finally withdrawn from the stage at the instance of the author, who pronounced the same, owing to the haste with which it was written, a production unfit for further public representation.

That said play remained in manuscript, never having been printed, published or copy-righted, by the said Conrad, the author thereof, or any other person or persons for the benefit of the said Conrad, as this complainant is informed and verily believes; that the said Conrad withdrew the said play from the stage, as above mentioned, in order, as this complainant believes, that the said manuscript might be suppressed, or perhaps destroyed, *and the public mind* divested of all knowledge and recollection in relation thereto.

And your orator further represents that from the time of the withdrawal of the said play, the name of "The Noble Yeoman," up to the filing of this bill no public representation or performance of the said play has at any time taken place, in the city of Philadelphia or elsewhere, owing to the fact, no doubt, that the said play does not and did not exist, and from the date of its said withdrawal from the stage, the object of the said Conrad in so withdrawing the said play having been the suppression and destruction of the same.

And your orator further represents unto your honors, that in the beginning of the year 1841, or about that time, and some several years after the withdrawal and suppression of the said play herein before mentioned, as entitled "The Noble Yeoman," the said Robert T. Conrad, at his own solicitation, induced the said complainant, for the pecuniary consideration hereinafter mentioned, to engage the services of said Conrad to write and compose for complainant a certain play or dramatic composition to be founded on Cade's rebellion, and the incidents connected therewith as related in English history, such play or dramatic production, if approved by the complainant, upon the payment by him to the said Conrad of the sum of $1,000, was to become the absolute property of complainant, for the purpose of representation or otherwise, as he might deem proper, the said Conrad under no circumstances to reserve any right or interest whatever in the said play upon the delivery of the manuscript to this complainant, and the payment by the latter of the $1,000, as above mentioned.

And your orator further says that the said Conrad, having consented to write the said play upon the terms and conditions above mentioned, commenced the composition thereof, and from time to time, as the play progressed towards completion, submitted the manuscript sheets to this complainant for his approval and supervision, accompanied with urgent requests by the said Conrad to the complainant, to alter, amend, add to, or erase the said composition, in what respect soever this complainant might deem such alterations, amendments, additions, or erasures essential to the merits of the play, with a view to its favorable acceptance and successful representation before the public.

And you orator says that in some instances these requests were contained in letters addressed to the complainant, copies of which letters, or such parts thereof as may be material to this cause, are annexed hereto, marked A. & B., and your orator defying to produce the originals when called upon by the complainant to be taken as part of this bill.

And your orator further shows that in compliance with the frequent and urgent requests of the said Conrad, he made many valuable suggestions and amendments in the composition of the said play, involving important suggestions in the arrangements of the parts, the assignment and disposition of the characters, the stage business and properties of the play, technically so called; and, in fact, in every particular essential to fit and prepare a dramatic composition for the stage, did this complainant extend his assistance, knowledge, and experience as a performer and actor, to the said Conrad, while engaged in the composition of the said play

And your orator represents that the original manuscript of the said play, now in his possession, where it has remained ever since it was handed to him by the said Conrad, bears internal evidence, and proof of the many alterations and amendments suggested by the complainant to the said Conrad, and by the latter adopted and incorporated in the said play; sometimes such alterations and amendments appear in the proper hand writing of this complainant on the pages of said manuscript, sometimes in interlineations and otherwise, as will fully appear by an inspection of the said manuscript, of which, from its voluminous character, the complainant has not annexed a copy to this, his bill, but will produce the same on the hearing of this cause, and in the meantime invites the respondent, or his counsel of record, to an inspection of the same.

And your orator further says that the said play, having been completed with the alterations and amendments as above mentioned, was handed over by the said Conrad, in pursuance of their agreement and understanding, to the complainant, in whose hands the original manuscript, in the proper handwriting of the author, now remains, and has so remained ever since such delivery to him.

The complainant, relying implicitly upon the good faith and upon the friendship between himself and the said Conrad, which he had been induced to believe would ever exist between them, did not exact from him any formal instrument of writing evidencing the title and transfer of the said play, but deemed the mere delivery and his possession of the original manuscript the only thing necessary to establish his ownership in the play, and secure him a full and perfect title to the same.

And your orator further says, that shortly after such delivery to him of the said play, he paid to the said Conrad, in three several payments, the sum of $1,000, being the amount agreed to be given to the said Conrad as a compensation for his service in the composition of the said play, whereby the same became the absolute, and exclusive property of the complainant, to which he has never, at any time, or in any way or manner, by sale, transfer, or otherwise, disposed of or relinquished his right of ownership. This play, in contradistinction to the one formerly written by the said Conrad, and which was withdrawn from the stage and suppressed, as herein before mentioned, was entitled by the author "Aylmere, or the Maiden Queen of Kent," but more recently has been known by the name of "Jack Cade" simply, which latter title was adopted by the complainant, and by which the said play is at present popularly known and recognised.

And your orator further represents, that having, as aforesaid, acquired the ownership of said play, he introduced the first performance thereof before the public of the city of New York towards the close of the month of July, 1841, and from that period down to the present has from time to time performed in the said play, in all the principal cities of the United States, as well as in Great Britain. And complainant says that he has not at any time signified his intention to discontinue the performance and representation of the said play, nor does he contemplate the same; on the contrary, he has industriously endeavored to protect his exclusive ownership in the said play from infringement and violation, and with a view to such protection, obtained, in due form of law, the sole copyright of the said play, as is hereinafter fully set forth.

And your orator further represents, that in addition to his ownership in the said play, duly acquired by purchase and transfer, he has established for the same, by his representation and performance of the principal character in the cast of said play, a wide reputation, due solely to his individual efforts as an actor and dramatic performer, which has greatly increased the value and worth of the said play as a histrionic production.

And complainant represents, that the additional value so imparted by him to the said play is a matter of great moment to him, constituting what may with propriety be termed the property *in possession*, and, in fact, in every particular essential to fit and prepare a dramatic composition for the stage, did this complainant extend his assistance, knowledge, and experience as a performer and actor, to the said Conrad, while engaged in the composition of the said play

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The complainant, relying implicitly upon the good faith and upon the friendship between himself and the said Conrad, which he had been induced to believe would ever exist between them, did not exact from him any formal instrument of writing evidencing the title and transfer of the said play, but deemed the mere delivery and his possession of the original manuscript the only thing necessary to establish his ownership in the play, and secure him a full and perfect title to the same.

And your orator further say, that shortly after such delivery to him of the said play, he paid to the said Conrad, in three several payments, the sum of $1,000, being the amount agreed to be given to the said Conrad as a compensation for his service in the composition of the said play, whereby the same became the absolute, and exclusive property of the complainant, to which he has never, at any time, or in any way or manner, by sale, transfer, or otherwise, disposed of or relinquished his right of ownership. This play, in contradistinction to the one formerly written by the said Conrad, and which was withdrawn from the stage and suppressed, as herein before mentioned, was entitled by the author "Aylmere, or the Maiden Queen of Kent," but more recently has been known by the name of "Jack Cade" simply, which latter title was adopted by the complainant, and by which the said play is at present popularly known and recognised.

And your orator further represents, that having, as aforesaid, acquired the ownership of said play, he introduced the first performance thereof before the public of the city of New York towards the close of the month of July, 1841, and from that period down to the present has from time to time performed in the said play, in all the principal cities of the United States, as well as in Great Britain. And complainant says that he has not at any time signified his intention to discontinue the performance and representation of the said play, nor does he contemplate the same; on the contrary, he has industriously endeavored to protect his exclusive ownership in the said play from infringement and violation, and with a view to such protection, obtained, in due form of law, the sole copyright of the said play, as is hereinafter fully set forth.

And your orator further represents, that in addition to his ownership in the said play, duly acquired by purchase and transfer, he has established for the same, by his representation and performance of the principal character in the cast of said play, a wide reputation, due solely to his individual efforts as an actor and dramatic performer, which has greatly increased the value and worth of the said play as a histrionic production.

And complainant represents,