

North Carolina Rifle Contracts of the Civil War

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On May 20, 1861, the state of North Carolina officially severed its ties to the Union and resumed its status as an independent republic. Prior to that official act of separation a number of actions had been initiated by state authorities that foreshadowed the split. On April 22, 1861, state authorities culminated their seizures of various United States military installations within the state by the occupation of the federal arsenal at Fayetteville, North Carolina. This seizure netted North Carolina approximately 37,000 small arms¹. While the Confederate inventory of this property is somewhat vague, from inventories made in 1859 it is evident that the arsenal had contained 4,817 U.S. muskets, Model of 1822, altered to percussion; 2,861 smoothbore muskets, Model of 1842; and 1,685 rifles, Model of 1841, exclusive of flintlock arms.² To this total of 9,363 percussion small arms an additional 27,000 percussion small arms were added in 1860 through the transfer of arms by Secretary of War John B. Floyd, initiated on December 29, 1859. These arms consisted of 15,480 M1822 muskets altered to percussion and 9,520 M1842 smoothbore percussion muskets sent from Springfield Armory, and 2,000 M1841 Remington contract rifles sent from Watervliet Arsenal.³ This seizure of nearly 37,000 percussion small arms proved propitious.

Under enactments passed by the state convention in early May, during 1861 North Carolina raised 37 regiments of infantry, 3 regiments of cavalry, and 3 regiments of artillery, in addition to several smaller organizations for both state and Confederate service. Under normal circumstances the arms taken at Fayetteville in April should have been sufficient to meet the needs of these infantry regiments, although most were smoothbore arms. However, North Carolina's governor, John W. Ellis, had been quite generous with the state's arms in 1861, both with her sister Southern states and the Confederate War Department. As of August 9, 1861, North Carolina had transferred from the arsenal a total of 13,585 small arms. These included 10,060 percussion muskets, divided between Virginia (9,060), Florida (500), and the Maryland Line (500), and 3,525 M1841 rifles divided between Virginia (100 to the state, 500 for Floyd's command, and 1,000 for Wise's Brigade), the Maryland Line (500 Remington rifles), the Confederate War Department (825 of which 500 were Remington contract) and the Confederate Navy Department (600 of which 500



were Remington contract)⁴. The generosity of Governor Ellis and the subsequent inability of the Confederacy, beginning in the fall of 1861, to furnish anything but flintlock muskets caused an arms crisis in North Carolina by late 1861. To rectify this problem, North Carolina pursued four avenues to increase its supplies of arms. An agent was sent to Europe to purchase Enfield rifle-muskets; however, it would be April of 1862 before the *C.S.S. Nashville* would dock at Wilmington with any foreign arms.⁵ At Fayetteville, the state turned a portion of the old federal arsenal into a workshop for the rifling of smoothbore muskets and the alteration of flintlock muskets, pistols, and Hall rifles to percussion; the latter were also shortened and otherwise adapted to cavalry service. Militia colonels and state agents scoured double-barreled shotguns and "country rifles" from the countryside sheriffs for adaptation to military arms. The rifles were sent to Jamestown to Captain Zimm S. Coffin, who bored them to a common caliber and adapted many to saber or socket bayonets. The alteration of these country rifles, while only marginally significant militarily, was important to the last phase of North Carolina's efforts to arm her troops, for the caliber adopted for these rifles .50", was the same as specified for the first contracts for newly made military rifles let by the state.

In contracting for and eventually making military rifles, the state concentrated its efforts in a single county in the central part of the state: Guilford County. Moreover, all of the shops producing state rifles were located within twenty miles of Greensboro (borough). In all, and in addition to the state's "Florence Armory" at Jamestown, five firms contracted with the state to

produce military rifles: H.C. Lamb & Co. of Jamestown, (approximately 12 miles to the southwest of Greensboro on the North Carolina Railroad); Mendenhall, Jones & Gardner (also known as Mendenhall, Jones & Co. or Jones, Mendenhall & Co.), eventually at Jamestown but initially renting facilities elsewhere; Clapp, Huffman & Co. (which became Clapp, Gates & Co. in the late summer of 1862), who received their mail at Alamance, but whose actual facility was the old Cedar Hill Foundry & Machine Shop "conveniently located on the Alamance, in the County of Guilford, four miles south of Gibsonville, and eleven east of Greensborough";⁵ Searcy & Moore of Hogan's Creek (approximately twenty miles northwest of Greensboro); and Gillam & Miller of High Point (approximately seventeen miles southwest of Greensboro and also on the North Carolina Railroad).⁷ These five contractors would, from early 1862 until 1864, furnish the state of North Carolina with 5,084 rifles under their several contracts.

The initial contracts let to the first four firms called for a rifle that was essentially a copy of the U.S. M1841 "Mississippi" rifle, with the following exceptions:

first – the rifles were to be in North Carolina caliber, i.e. .50".

second – the patchbox and its lid was to be eliminated.

third – the rifles were to be iron mounted in lieu of brass (a specification almost totally ignored by the contractors).⁸

Collectively, the arms provided under the early contracts were known as "North Carolina rifles," usually abbreviated in correspondence as "N.C. Rifles." The earliest rifles furnished under the first contracts were purchased by the state for \$21.00 each, all authorized by Captain A.W. Lawrence of the North Carolina Ordnance Department.

On August 1, 1862, Captain Lawrence was superseded by Captain Thomas D. Hogg as procurement officer for the Ordnance Department.⁹ Upon assumption of this command, Captain Hogg sought to bring order to the chaos that had infected the department. Having reviewed the contracts made by Captain Lawrence,¹⁰ he took action that would insure uniformity between the rifles that North Carolina had contracted for and those being purchased by the Confederacy to which the state belonged, both in quality and in caliber.

On June 9, 1862, Confederate Chief of Ordnance Joshua Gorgas had circulated instructions to all of his subordinates to take steps to insure that all arms henceforth made at Confederate Armories and under Confederate contract be made in the .577" calibre of the Enfield rifle.¹¹ In the spirit of this action on August 23, 1862, Captain Hogg sent the following letter to Captain

M.P. Taylor at the Fayetteville Confederate Armory:¹²
Capt:

Having just taken charge of the Ordnance Department of North Carolina, I find contracts to different persons for thousands of rifles of ½ inch caliber. Thinking that they should be of the same gauge as those made by the Confederacy, I wish to ask you to have made for me 12 gauges so that I may furnish them to contracts & require them to make the rifles to correspond. I will pay for them so soon as you can furnish me with the bills.

Three days later, Captain Hogg sent a similar letter to Colonel Gorgas, again requesting twelve gauge plugs.¹³ With no plugs yet in hand, on September 10, Hogg attempted a new ploy, writing Gorgas:¹⁴

Please pardon me for troubling you again in regard to the gauge for the new rifle. If you will have one made & sent me, I will have as many made as the contractors may need. Will you also send me a copy of a contract for rifles & the prices paid by you. I find contracts in this office at \$21.00 per rifle, but the contracts are so drawn that the contractor is not bound to deliver such a gun as is required for the service particularly as regards the lock. They have now sent me in some rifles that will answer as samples & are now beginning to know how many they can make per month. As some of the contracts are expiring & others wish an advance in price, I wish to be guided by prices & requirements.

Hogg's request met with success. On September 17, 1862, six "Rifle Gauges .577" arrived at the Raleigh Depot, and two days later two of these were forwarded to Captain Coffin at Jamestown.¹⁵ Presumably the other four gauges were sent, one each, to the four rifle contractors at the same time.

While successful in securing gauges, Hogg faced a more complex problem in effecting a common price that would guarantee that there would be no competition between the purchasing agents of the Confederacy and the state. On the same day that the gauges were received Hogg wrote Gorgas to determine Confederate pricing policy:¹⁶

Will you do me the favor to inform me of the prices paid by your department for rifles. As the State has a good many contracts out which she desires to change in conformity with those of the Confederate States, I wish to know this in order that the prices paid by her may not conflict with those paid by the Confederacy. Accept my thanks for the gauges received this morning . . .

Gorgas responded quickly, and on September 22, Hogg informed Captain Z.S. Coffin:¹⁷

I have just received a letter from Col. Gorgas, Chief of Ord. C.S.A. in which he states that the price paid by him for rifles contracted for in this state is \$25.00. You will please see the contractors in your portion of the state, as I expect this will be the price set down in the new contract sent you last week, in order to prevent conflict with the C.S. He also states that for short contracts not extending over a year, he pays \$40.00 for the Enfield Rifle & bayonet.

On the same day, Hogg sent identical letters to the three major contractors, stating in part: "I have just rec'd a letter from Col. Gorgas, Chief of Ord., C.S.A. in which he states that the price paid by the C.S. for N.C. Rifles is \$25.00. Capt. Coffin has been written to in regard to the new contract." Mendenhall, Jones & Gardner evidently did not think that \$25.00 would be sufficient price, and they countered with a suggestion that \$30.00 would be more in line with current "offers." Hogg countered by noting:

Yours enclosing Col. Gorgas' letter to you dated 29th July is to hand. That letter does not make you any offer. It says that a Mississippi Rifle has been sent to you for which you must pay \$30.00. What I wish to know is what Col. Gorgas is paying for rifles such as you make when the contract is to extend for a year or for several thousand. He writes this department that he is paying \$25.00. You are already bound to this department for a rifle @ \$21.00 & my object is to put that contract in a different shape as regards quality of rifle & time of delivery & I would like to come to a settlement on that point as soon as I can.

Indeed, Hogg had been endeavoring for at least nine days prior to this letter to M.J. & G. to iron out details of new contracts with his rifle makers in such a manner as would prove mutually beneficial. On September 20, 1862, Hogg had forwarded a sample contract to Clapp, Gates & Co. with a cover letter that stated:

Enclosed I send you a copy of a contract drawn by me for the making of rifles for the State. I do not wish you to sign it yet but simply to read & examine it & see if you think it answers the purpose designed. Any alterations or suggestions will be willingly received.

The new contracts evidently were ready about one month after this letter was written. Typical is that awarded to Clapp, Gates & Co.:

This agreement made this 21st day of October, 1862, between Capt. Thomas D. Hogg in behalf of the State of North Carolina of the first part and the firm of Clapp, Gates & Co. of Alamance in the county of Guilford of the second part, Witnesseth that the said Clapp, Gates & Co. in consideration of the covenants of the party of the first part, hereinafter mentioned, do agree to make and furnish to the State of North Carolina 2500 rifles commencing to deliver the same on the 31st day of October, 1862, delivering on that day twenty rifles, & continuing to deliver as a minimum number eighty rifles on or before the last day of each month, until the number of rifles above specified have been furnished . . . And it is also agreed that the rifles furnished under this contract shall be a perfect counterpart of a rifle this day deposited, with the necessary tools attached thereto, in the Ordnance Department of the State of North Carolina by the said Clapp, Gates & Co., on the stock of which they have pasted the following statement & signed by the same, viz: "We agree that this rifle shall be a standard in ever respect by which the rifles made by us shall be inspected, provided that the mountings may be of either brass or iron." . . . And furthermore the State of North Carolina in consideration of the covenants of the party of the second part above written

agrees to pay to the said Clapp, Gates & Co. on the receipt and acceptance of each rifle the sum of thirty dollars during the war and six months thereafter, & after that time the sum of twenty dollars.

The thirty dollar price was not limited to the rifles delivered by Clapp, Gates & Co. All rifles delivered under the new contracts in the last quarter of 1862 are listed at that price. M.J. & G. had been successful in promoting its claim to a higher price. Inflation, however, soon negated their efforts, necessitating yet another set of contracts.

On January 1, 1863, the state proposed a new contract with its five rifle suppliers:

Whereas the State of North Carolina contracted with certain parties sometime since, for the manufacturing & delivery of arms, & whereas the great advance on provision and material has so far surpassed all calculations that it is evident that the said contractors must sustain heavy loss at the price heretofore agreed upon, and the State not wishing to injure those who are thus engaged in making guns, has agreed to bind herself as follows, to pay a profit of \$10.00 on each gun manufactured, so long as she chooses to receive them as per contract filed with Messrs. Clapp, Gates & Co., Mendenhall, Jones & Co., Gillam & Miller, H.C. Lamb & Co. & Searcy & Moore. In case the State shall not receive all the guns contracted for, & finds it to her interest to suspend the making of guns, she agrees to pay said contractors the sum of \$10.00 for each gun agreed to be made & the contractors are then relieved from their said contract, the object being to leave said contractors whole, in expense incurred in preparing to manufacture guns as aforesaid.

Mendenhall, Jones & Co.	4500
Clapp, Gates & Co.	2350
Gillam & Miller	2000
H.C. Lamb & Co.	1000
Searcy & Moore	500

It is further understood and agreed that the several parties shall make a monthly statement under oath of the actual cost of said guns & that every effort will be used to keep the cost down & further that they furnish all that they can per month.

Under this agreement, M.J. & G. delivered 1,961 rifles in 1863 and 1864 at prices (inclusive of the \$10.00 profit) of \$51.82, \$63.52, \$80.00, and finally \$164.31 before the state terminated the contract on October 31, 1864, by paying \$10.00 each on the 2,529 rifles not delivered. Clapp, Gates & Co. delivered 690 rifles, some in .577 caliber and some in .50 caliber, at prices ranging from \$52.55 to \$51.78 before the state terminated its contract on August 26, 1863, by paying \$10.00 each on the 1,660 undelivered rifles. H.C. Lamb delivered only 440 rifles under the 1863 contract, with prices ranging from \$49.91 to \$50.36 before the contract with that firm was terminated on day prior to Clapp, Gates & Co.'s termination, netting the company \$5,600.00 for the 560 undelivered rifles. Gillam & Miller delivered 676 rifles between January and July of 1863, when on July 1, their

contract was abrogated by the payment of \$13,240.00 on the undelivered balance. Searcy & Moore delivered only 105 rifles under its contracts, but only 27 of these were delivered under the 1863 agreement, these at the price of \$51.00 each. Rather than cancel their contract, the state on July 10, 1863, purchased all of Searcy & Moore's materials and supplies for the price of \$1,275.40 and sent the material to its Florence Armory. Although the cancellations of 1863 and 1864 effectively terminated the delivery of arms to the State of North Carolina through the contract system, Clapp, Gates & Company was permitted to deliver an additional 75 rifles at the price of \$40.00 each in 1864 before transferring its operations to the manufacture of wagons, a pursuit also followed by Lamb & Co.²³

Under these contracts the five state contractors delivered at least fifteen distinct types of rifles. The photographs that follow delineate the varieties produced from 1862 to 1864.

NOTES

1) United States War Department, *The War of the Rebellion: A Compilation of the Official Records of the Union and Confederate Armies* (Washington: G.P.O., 1880-1901), Series IV, Vol. 1, p. 292. Hereafter cited simply as *O.R.*

2) *O.R.*, Series III, Vol. 1, p. 1, report of 12 November 1859.

3) *Ibid.*, pp. 44-46.

4) Letter Book of the North Carolina Military Board, July 1-August 19, 1861 (Record Group No. A-G 17), North Carolina State Archives; p. 132. *Cf.*, *O.R.*, Series I, Vol. 1, pp. 487-488.

5) North Carolina Ordnance Department, Record of Issues, May 1861-July, 1862 (Record Group No. A-G 22), North Carolina State Archives, pp. 178-179. Hereafter cited as NC AG22. In addition to the 1,520 "Enfield Rifles" received from the *Nashville* on April 30, 1862, an additional 240 were also received from J.B. Frazer on May 31, 1862; see NC AG23 (a continuation of AG22), pp. 128-129. *Cf.* also, *O.R.*, Series I, Vol. 9, pp. 464-465; Vol. 51, Pt. 2, p. 547; and Series IV, Vol. 2, p. 52.

6) Advertisement, *Greensborough Patriot*, April 6, 1860, quoted in Frank L. Clapp, *A Story of Cedar Hill Foundry and Machine Shop, Guilford County, North Carolina, Producer of Confederate Arms, and of Events in the Lives of Two Men Involved in its Operation*. (N.P., 1971), twms. pp. 5-6.

7) Locations based upon circular distributed August 21, 1862, to all parties engaged in ordnance work for the state as of that date by Captain T.D. Hogg, found in North Carolina Ordnance Department Letter Book, August 4 - September 30, 1862 (Record Group No. A-G 40), North Carolina State Archives, p. 6. Hereinafter cited as NC AG40. The locations were confirmed from bills filed in the Confederate Civilian and Personnel File (Record Group No. 109, entry 180), National Archives, under the names of the firms.

8) Communication from Mr. Michael Black; the contracts are in separate file boxes in the North Carolina State Archives.

9) North Carolina Ord. Dept., Day Book Dec. 16, 1861-June 1, 1863. (Record Grp. A-G 27), N.C. State Archives, p. 241. Hereafter cited as NC AG27.

10) NC AG40, p. 32 - Captain T.D. Hogg to Captain A.W. Lawrence, September 30, 1862.

11) Orders & Circulars Received, Savannah Depot, August 1861 - September 1862 (Record Group No. 109, Chapter IV, Vol. 140), National Archives, p. 136. Circular from Ordnance Office, Richmond, June 9, 1862.

12) NC AG40, p. 8.

13) *Ibid.*, p. 9 - Captain T.D. Hogg to Colonel Josiah Gorgas, August 26, 1862.

14) *Ibid.*, p. 17.

15) *Ibid.*, p. 25; *cf.* NC AG27, pp. 265 and 267.

16) *Ibid.*, p. 24 - Captain T.D. Hogg to Colonel J. Gorgas, September 17, 1862.

17) *Ibid.*, p. 28.

18) *Ibid.*, p. 27.

19) *Ibid.*, p. 31.

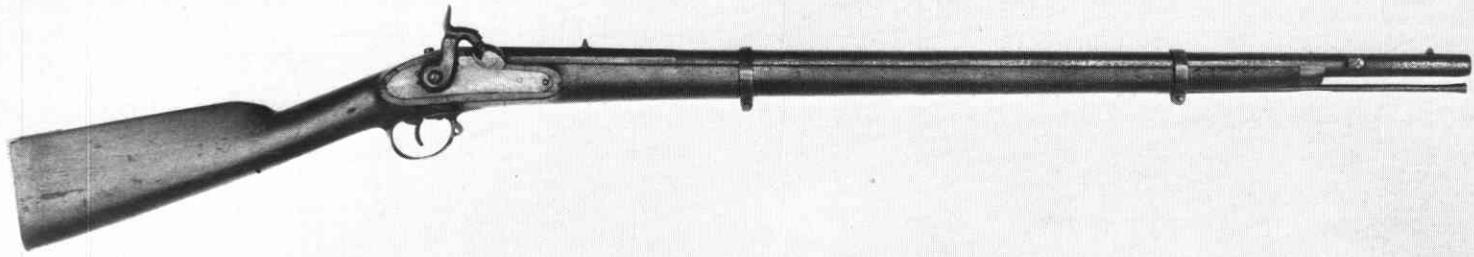
20) *Ibid.*, p. 26.

21) Frank L. Clapp, *A Story of Cedar Hill Foundry and Machine Shop* . . . pp. 12-13.

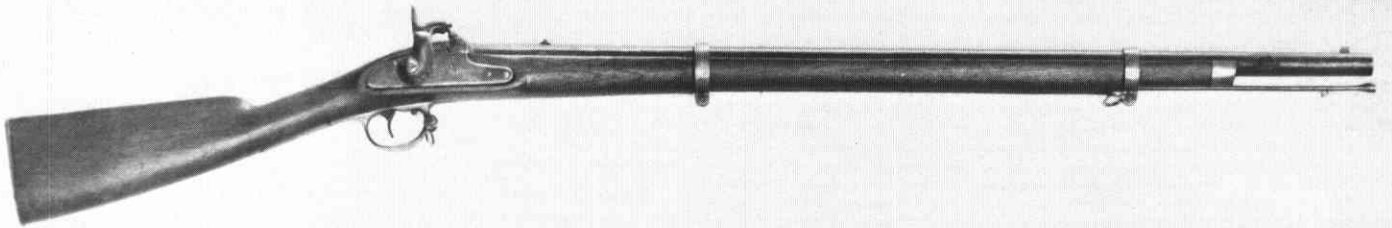
22) *Ibid.*, pp. 14-15.

23) Delivery figures for the five major contractors of arms are based on combinations of three different sources: the bills and vouchers on file in the Confederate Civilian and Personnel File (Record Group No. 109, entry 180), National Archives, under the various contractors' names; North Carolina Ordnance Department, Ledger, 1861-1865 (Record Group No. A-G 32), North Carolina State Archives and North Carolina Ordnance Department, Day Book, December 16, 1861 - June 1, 1863 (Record Group No. A-G 27), North Carolina State Archives. The last record group is particularly valuable in establishing rejections as well as actual deliveries.

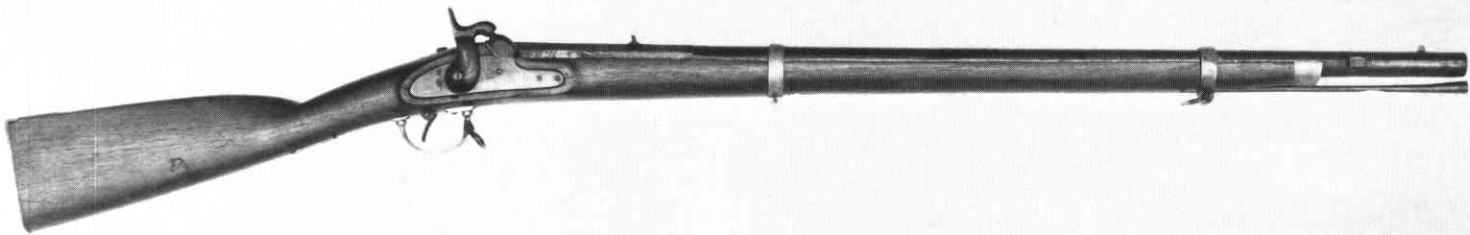




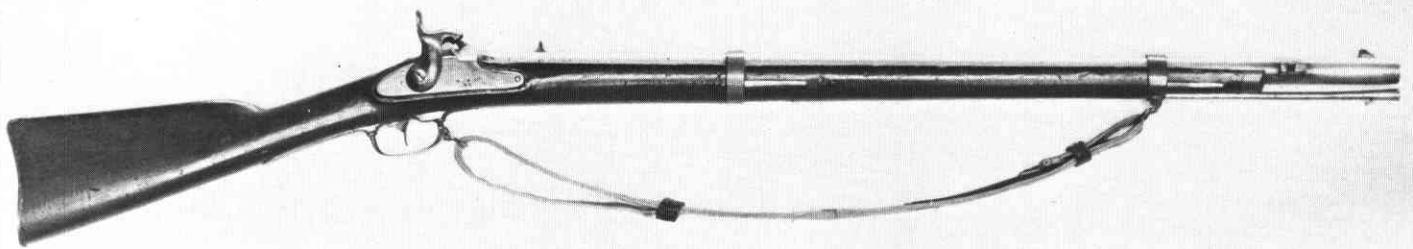
H.C. Lamb & Co., Jamestown. Type 1. .50 calibre with 7 narrow grooves. Measured overall lengths vary from 48 3/8" to 49 1/2", barrels from 33 1/16" to 34".



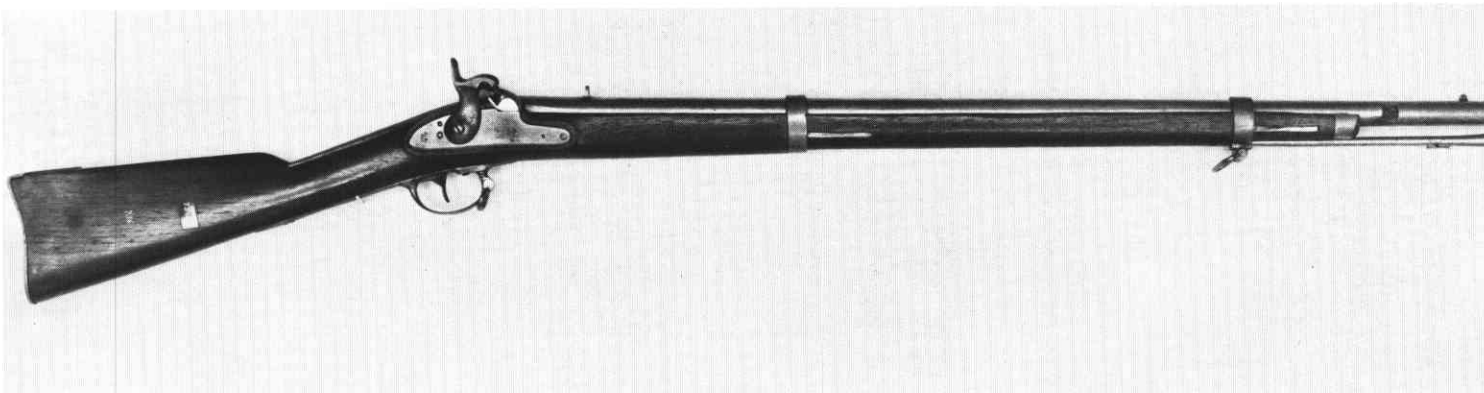
Lamb Type II. .50 and .54 caliber. Lengths from 48 to 49 1/2", barrels from 31 7/8 to 33 1/8". Note hammer change.



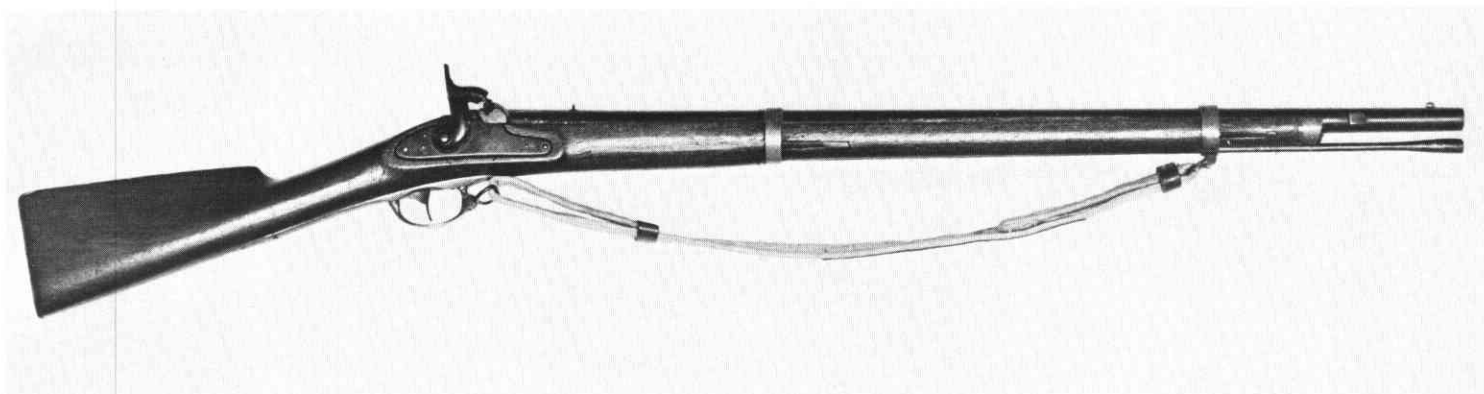
Lamb Type III. .577 caliber with seven narrow grooves. Consistently 49" o/a with 33" barrel.



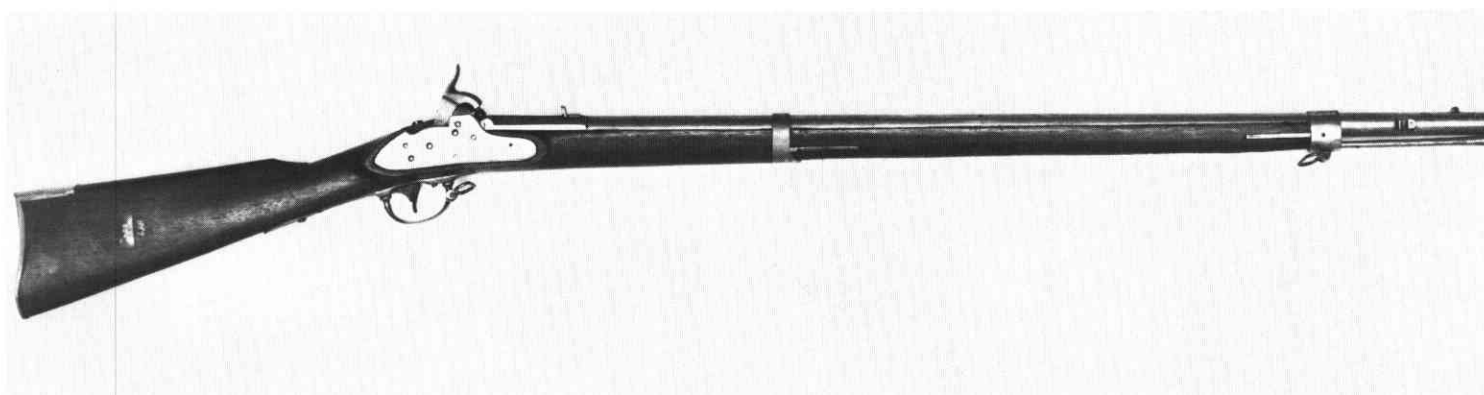
Mendenhall, Jones & Gardner, Jamestown, Type I .50 caliber. The elongated bayonet stud is a distinguishing feature.



M, J & G Type II. .577 caliber with 7 narrow grooves. Shorter M1855 style bayonet stud.



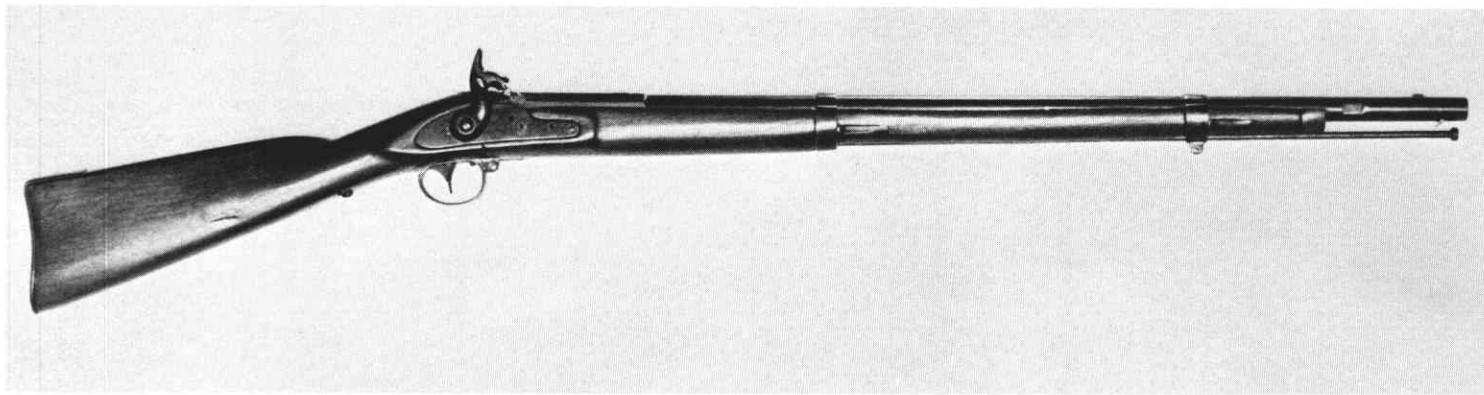
M, J & G Type III. .577 caliber. Enfield pattern lock ferrules replace M1841 sideplate of earlier models.



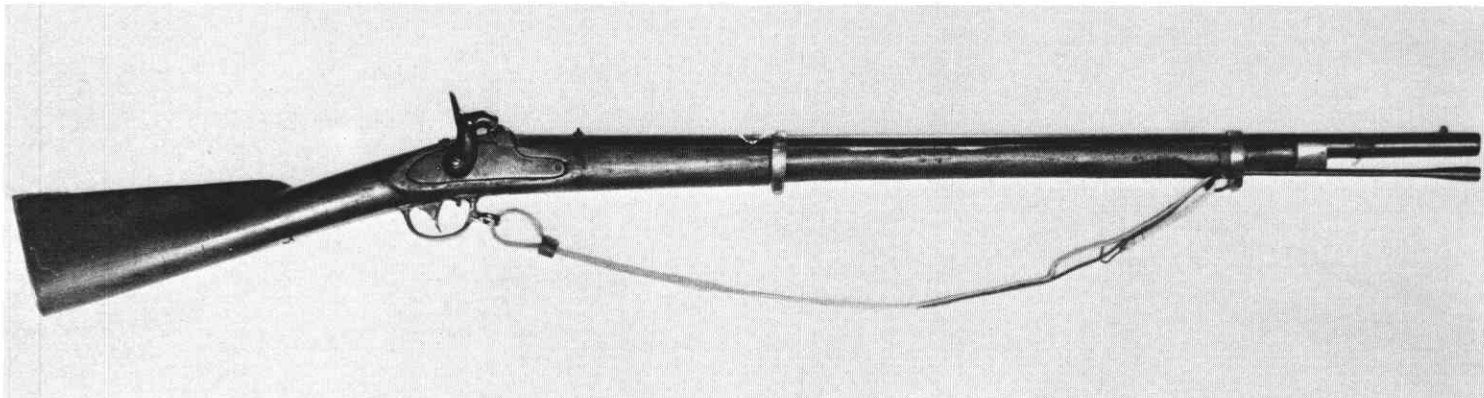
Clapp, Hoffman & Co./Clapp, Gates & Co., Alamance. Type I. .50 caliber, 7 narrow grooves. Box lock, wide front band, brass furniture.



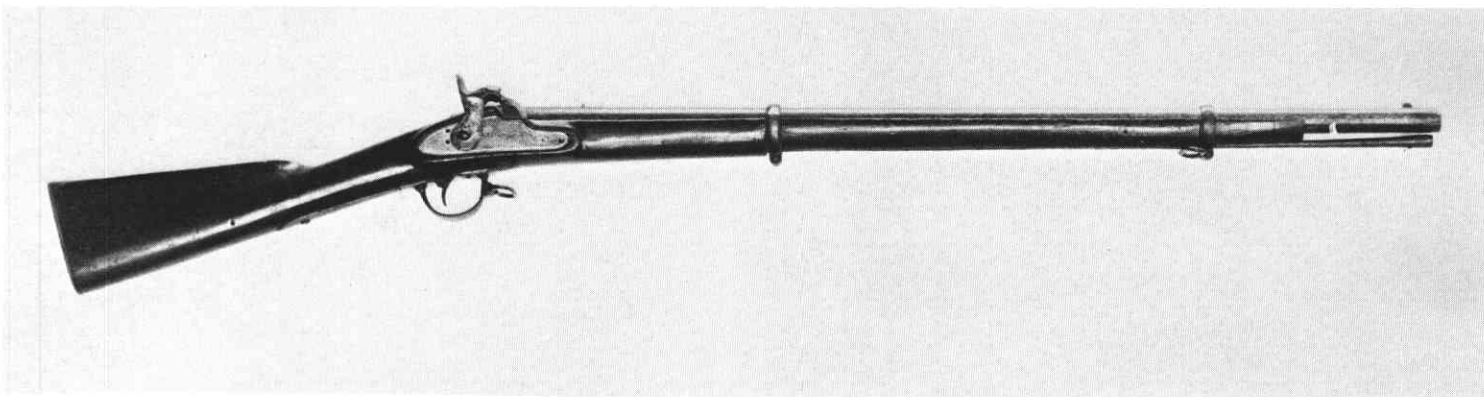
C, G & Co. Type II. .50 caliber, standard lock, iron furniture.



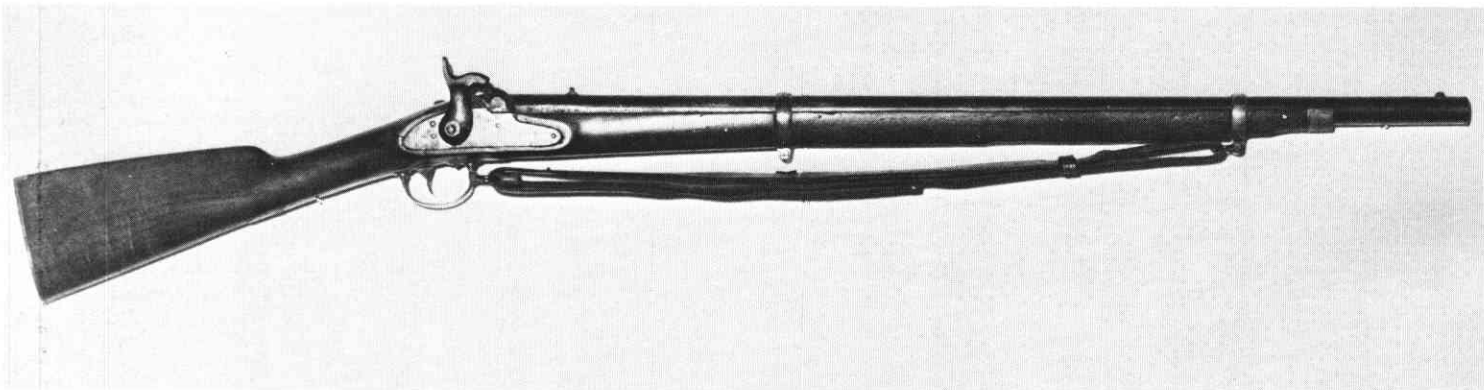
C, G & Co. Type III. .50 caliber. Enfield type lockplate screw ferrules, M1855 saber bayonet lug. Note the nipple bolster is Type I, does not project beyond side of barrel, needs sharp hammer angle. Type IV, not shown, is .577 caliber.



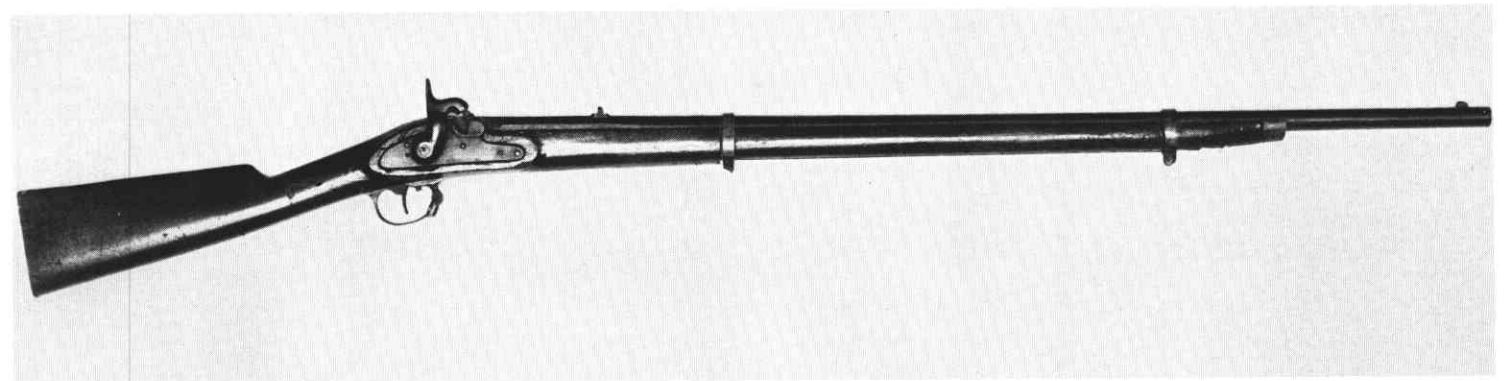
Gillam & Miller, High Point. All .577 caliber with 7 groove rifling. Brass furniture, M1841 sideplate & trigger guard.



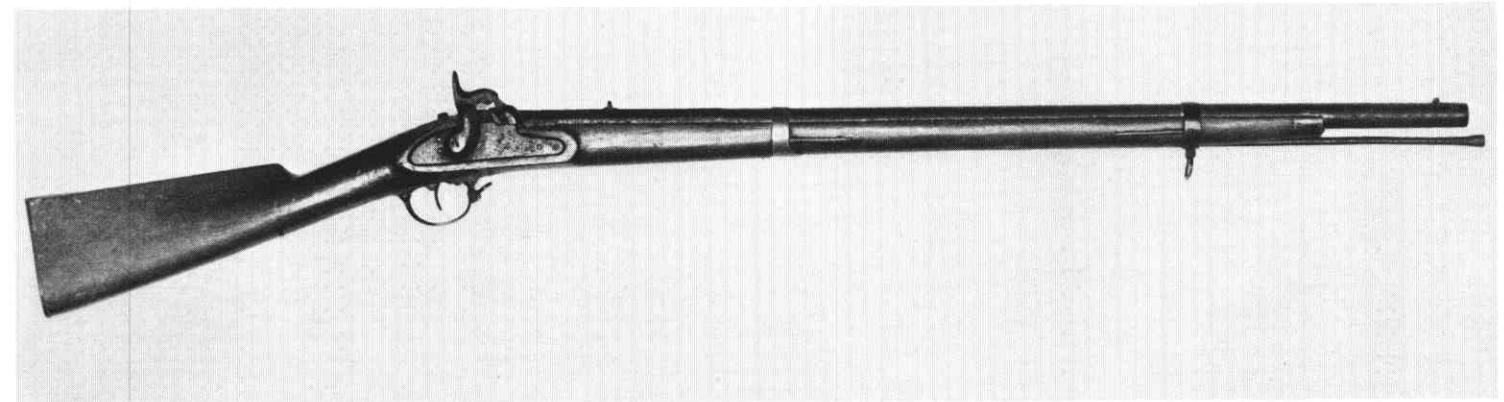
N.C. Florence Armory or Gillam & Miller Confederate contract. .577 caliber, 7 grooves. Unmarked, exact origin unknown. G&M had a Confederate government contract in 1862, also sold 800 stocks to N.C. which were "expended at the State Armory at Florence."



A possible Florence Armory rifle. .62 caliber smoothbore (now) with M1841 type barrel 33" long and other M1841 features. No exterior markings.



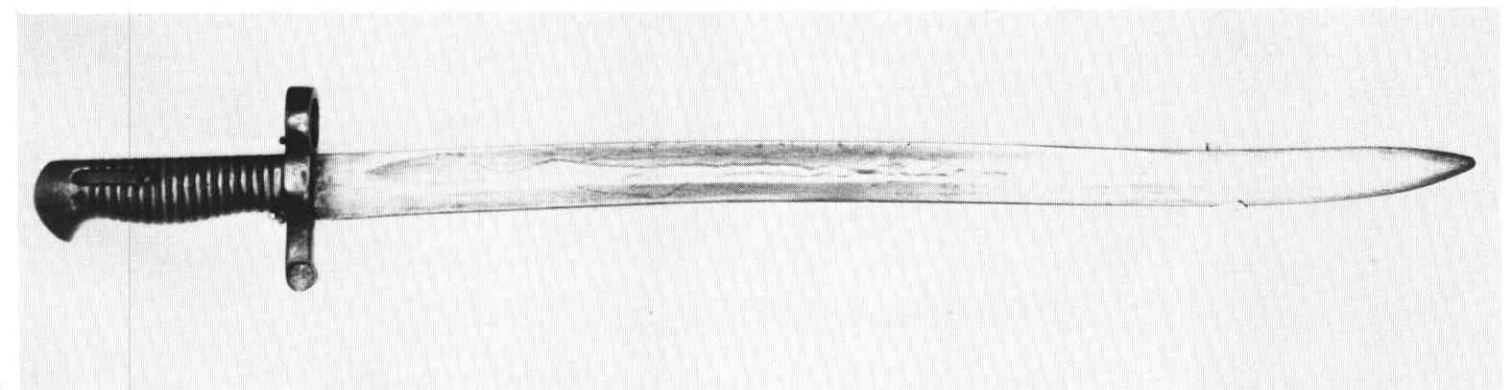
Florence State Armory reworked rifles. .54 caliber, 37 1/2" Austrian Lorenz barrel fitted to a Lamb & Co. Type II rifle.



Florence rework of Lamb Type II with Searcy & Moore parts. .60 caliber smoothbore, part-octagonal 33" Lamb barrel, Lamb configuration sights.



Another Florence Armory rework. A 33 5/16" barrel with Lamb characteristics, now .63 caliber smoothbore. Other parts may be from MJ&G, Clapp, Gates & Co., and Searcy & Moore.



Froelich & Estvan/Froelich & Co. saber bayonet. (See Mr. Edmund's article, p. 11.) It is appropriate that one of these bayonets be shown here, since 3,889 of them were fitted to a variety of North Carolina rifles. This resulted in a large variety of barrel hole diameters and lug slots.