

Contract Rifles of the Texas State Military Board, 1862–1864

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At the end of January of 1996, fellow American Society of Arms Collectors member Dr. John M. Murphy and I met in Las Vegas to discuss the final proofing of our book, *Confederate Rifles & Muskets*. At that time I informed John that I had recently unearthed a cache of additional information relating to the Texas Contract Rifles discussed in some depth in Chapter LV of our book. Because the data discovered at that time did not affect the description of rifles that we had posited as having been made for the Texas Military Board, we determined not to incorporate into the book the detailed contract and delivery schedules concerning the rifles at that time. Rather, the new information that had been unearthed would be submitted in the form of a scholarly article at a later date. What follows is a synopsis of the newly discovered information.

THE TEXAS MILITARY BOARD

The Texas Military Board was constituted by virtue of action of the state legislature of 11 January 1862. On that day, after 2 days of discussion, the legislature established a three-person state military board to consist of the governor (Frank R. Lubbock), the state's comptroller (C. R. Johns), and the state treasurer (C. H. Randolph). During the first 6 weeks of the board's existence, its secretary was William M. Walton. On 18 March 1862, Phineas DeCordova succeeded Walton and would remain its secretary through January 1864.

The prime duty of this board was essentially fiscal. In 1861, the state was running a deficit of nearly a half million dollars. The state had in its possession \$634,000 worth of U.S. Texas Indemnity bonds that the U.S. Treasury had provided the state to compensate it for the lands ceded to the United States as a result of the redefining of the state's boundaries in 1850. Earlier attempts to dispose of these bonds had met with failure, and one of the directives of the Texas Military Board was to exchange these bonds for those of the Confederate States of America. The legislature had also created a bond issue of a half million dollars of Texas state bonds in January 1862. The Texas Military Board's second directive would be to dispose of those bonds in exchange for military goods required by the state to prosecute the war effort. It would be under this second directive that the Texas Military Board



would contract for and subsidize the manufacture of small arms within the state in 1862 and 1863.¹

SMALL ARMS FOR TEXAS, 1862-1863

Mid-1862 found the state of Texas in an unenviable military position. The volunteers that the state had raised for Confederate service in 1861 had stripped the state of the serviceable armaments that the state had inherited as a result of events through the middle of 1861. These arms had originated from many sources: purchases the independent "Republic of Texas" had made during the period from 1836 through 1845, arms that had been received from the U.S. government under the provisions of the Militia Act of 1808, federal arms the state had seized from the federal arsenal at San Antonio when the state seceded in March 1861, arms surrendered by U.S. forces in Texas after the commencement of hostilities between the Confederacy and the U.S. government at Fort Sumter in April, arms purchased or gifted to the state in and from Louisiana in 1861, and sporting arms that the volunteers had brought into service with them in 1861.² Realizing that the state had been denuded of traditional martial arms as a result of the levies of 1861, during the last quarter of that year the governor of Texas had called for an inventory of all arms still within the state to be conducted on the county level by the chief justice of each county. The resulting inventory suggested that (despite the withdrawal of some civilian arms that had already occurred) 40,000 civilian arms remained within the state's boundaries. Most of these arms, however, would prove to be shotguns. And, while such

arms were considered effective for cavalry service, by early 1862 it became apparent that such arms were generally unsuitable for the defense of the state. To remedy that deficiency, in the Spring and Summer of 1862, the Texas State Military Board let out five contracts for newly made rifles.

Two of these contracts were relatively unimportant in terms of what they actually netted the state. A contract entered into between the Military Board and D. E. Bartley of Hempstead, Texas, on 12 May 1862 failed to materialize any rifles for state service, despite assurances of a \$5,000 advance to be provided by the state.³ Another contract, this time between the board and the firm Short, Biscoe & Company of Tyler, Texas, signed on 5 November 1862 but actually confirming an offer made on 1 August 1862 netted the state little more than Bartley's contract.

While the state would only acquire a single sample rifle in consequence of this contract, the Confederate States Ordnance Department would benefit to the extent of 2,223 rifles after the company's factory and unfinished materials were purchased by the Confederacy. Because the ultimate products of Short, Biscoe & Company have been treated fully both in William A. Albaugh's monograph, *Tyler Texas C.S.A.*, and in Chapter LVI of our book, *Confederate Rifles & Muskets*, the story will not be repeated here. Rather, this study will concentrate on products of the three firms that did make significant strides in the manufacture of rifles for the Texas Military Board:

1. Whitescarver, Campbell & Company of Rusk (Cherokee County), Texas;
2. Billups & Hassall (afterwards Billups & Son) of Plenitude (Anderson County), Texas; and
3. N. B. Tanner & Company of Bastrop (Bastrop County), Texas.

Together these three sources would account for no fewer than 1,694 Texas contract rifles for the state military board. Although made on behalf of the state and paid for initially with state funds, in fact, most of these rifles would be transferred either voluntarily or by impressment into Confederate service. Each of the rifles produced by these three firms has a separate story.

WHITESCARVER, CAMPBELL & COMPANY

The principals of Whitescarver, Campbell & Company were John L. Whitescarver, William H. Campbell, and Benjamin F. Campbell, all of Rusk in Cherokee County, Texas. Among the "Company" was Jefferson Whitescarver, a gunsmith from Fairfield in Freestone County.⁴ The contracts that this firm received owed their existence to the efforts of three individuals, state militia Brigadier General David B. Martin,

state representative R. H. Gwinn, and in particular Texas militia brigade ordnance officer (for Cherokee County) M. H. Bonner. In April 1862, all three individuals wrote to the Military Board to apprise it of the potential for arms production by Whitescarver, Campbell & Company. Their uncoordinated efforts led to a contract between the board and Whitescarver, Campbell & Company that was finalized on 23 June 1862. This contract called for the delivery of 350

Texas Rifles, good substantial war guns of uniform size, weight and finish, the Barrels rounded and of sufficient weight for the size of the bore and to be 32 inches in length, bore of proper size for a round ball of which 32 will make a pound—have good substantial back action percussion locks with stocks of walnut wood, single triggers, iron mountings, consisting of Breechplate, guard and two bands, iron rammers, two loops for straps, and sighted on the style of the Mississippi Rifle.⁵

Although Whitescarver, Campbell & Company had suggested an initial price of \$25 per rifle on the first 100 delivered and a sliding scale diminishing the price on subsequent integrals of 100, in the final first contract the rifles were priced at \$25 each and were to be delivered in lots of no less than 50 each before 1 January 1863.

Two samples of Whitescarver, Campbell & Company's rifles had been sent to the board on 3 June 1862, one evidently with an open sight, and the other with a "raised sight." The latter had been tested with a specially devised conical projectile at a range of 500 yards and found most accurate, causing M. H. Bonner to suggest that the specially molded projectile be ordered with the rifles.⁶ In the same letter, Bonner noted that Whitescarver, Campbell & Company declined to manufacture bayonets because a supply of steel for them could not be acquired. This was despite the fact that the state had permitted the company to select a different style bayonet than had been initially requested. The board had initially desired sword bayonets for these rifles; however, on 20 May 1862, the board indicated a change in plans, indicating that they "would prefer that they should have bayonets of the old fashioned sort, which are ready made and economical and just as effective as the sword bayonet."⁷ Although the board had permitted Whitescarver, Campbell & Co. to set their own price for the bayonets, that section of the contract relating to bayonets was crossed out in the initial contract. Nevertheless, on 18 June 1862, the board did indicate that (in addition to a cupped ramrod head) all of the rifles under the first contract were to be have a "bayonet attachment," presumably for the socket bayonet now favored by the board.⁸

Because Whitescarver, Campbell & Co. had indicated that they had iron sufficient to manufacture 700 arms, On 14 June 1862, the secretary of the board was directed to offer the

firm a second contract for another 350 rifles.⁹ On the same day, Secretary DeCordova wrote to M. H. Bonner to inform him of the board's desire. These rifles were to "have the bayonet attachment as that the board by the other contract may be enabled to have bayonets made that can be used on these guns." And, they were to have "raised sights."¹⁰ On 30 June 1862, M. H. Bonner clarified several details left unsettled during the negotiations for the contracts and at the same time described the "raised sights." The newly contracted-for rifles were to have "raised sights on the style of the Sharps Rifle" and were further to have "the bayonet attachment on the style of the minnie musket or Enfield Rifle." The price under the second contract would be \$30 per rifle.¹¹ Although most of the details had been worked out in June, it would not be until 16 September that Whitescarver, Campbell & Company would sign the second contract and not until 2 October that the state board would ratify it.¹² In the meantime, the company had delivered the first 100 rifles under the first contract. The state, however, would not benefit from that delivery.

On 22 September 1862, M. H. Bonner, ordnance officer for Cherokee County, Texas, informed the Military Board that Whitescarver, Campbell & Company had on that day delivered 100 "Texas Rifles" under their contract, for which they were to be paid \$1,666.67, \$833.33 being withheld to repay part of the \$2,500 money that had been advanced to the company to begin operations.¹³ Three weeks later, Bonner informed the board that "disaster" had befallen his depot in the form of Captain Thomas J. Johnson of W. P. Lane's regiment of partisan rangers.¹⁴

Captain Thomas J. Johnson, under orders from his commanding officer, Colonel W. P. Lane, then commanding the 1st Regiment Texas Partizan Rangers, had entered the Rusk Depot on 13 October 1862 and impressed 80 of the arms stored therein. To Bonner he provided a receipt for his impressment on the following day:

Rec'd Rusk, Texas Oct. 14, 1862 of the State of Texas, Sixty-seven Rifles (manufactured by Whitescarver and others at the gun factory in Rusk) of the value of each thirty five dollars each, two short guns or carbines of the value of thirty dollars each. The said guns are received by me for the use and benefit of the Confederate States of America of Col. W.P. Lane, commanding Corps of Partisan Rangers.¹⁵

Although he failed to mention it, in his note to Bonner that accompanied the receipt he also listed 11 shotguns as part of the impressment.

One week later, on 20 October 1862, the seizure brought a blistering complaint from the Governor of Texas to Major General Theophilus Holmes, commanding the Confederate Trans-Mississippi District.¹⁶ For repentance, General

Holmes promised to replace the impressed rifles and carbines with Enfield rifles as soon as he could. The 67 Whitescarver, Campbell & Co. rifles seized by Captain Johnson would be only the first of that company's rifles to see Confederate rather than state service.

On 29 October 1862, M. H. Bonner advised the Military Board that the second 100 rifles from Whitescarver, Campbell & Co.'s first contract were about to be delivered. He indicated that this lot was of better quality than the first 100, that they bore "the ordinary sights" effective only to 200 yards, and took the "common round ball."¹⁷ The last reference was significant because it confirmed that the rifles were .54 caliber. On 27 October 1862, the secretary of the Military Board had forwarded to Colonel Bonner (as well as to Short, Biscoe & Co. and Billups & Hassell) a rifle bore gauge of .5770 caliber that had been received from the Confederate Ordnance Department.¹⁸ In accordance with a circular issued by the Ordnance Department in June, Secretary DeCordova was requesting that all future rifles be delivered in this new caliber. It would not apply, however, to the current contract.

By the end of December 1862, Whitescarver, Campbell & Co. had delivered 300 of the 350 rifles called for under the June, 1862 contract. The slowness of the deliveries and the Union capture of Galveston on 5 October 1862 had caused the board to ask its suppliers on 22 October 1862 how soon arms would be delivered, what quantities might each factory produce, and what could be done to effect better deliveries. The net result for Whitescarver, Campbell & Company would be a third contract, finalized on 7 January 1863. Instead of 1,150 rifles that had initially been proposed in November,¹⁹ the number was reduced to 200, all at the price of \$30 each. As in the second contract, the rifles were to be furnished "with raised sights on the style of the Sharps Rifle," and as in earlier contracts, no bayonets were furnished, but one bullet mold was provided with each group of six rifles. The new rifles were also to be .577 caliber.²⁰

The last 50 rifles under the first contract for 350 Texas Rifles would be delivered in May 1863. The first 100 rifles under the second contract would be delivered on 12 June. Another 100 each would follow, respectively, on 4 July and 7 November 1863. The final 50 rifles of the second contract would meet the contract deadline of 1 January 1864. Of the third contract for 200 rifles, only 50 would be delivered, on 6 February 1864.²¹ Of these 750 rifles delivered by Whitescarver, Campbell & Co., the state would have the benefit of only 101. The rest, like those impressed by Captain Johnson, would be delivered to Confederate authorities. These included 283 delivered on 9 June 1863 for Brigadier General William Steele's command in the "Indian Territory" (now Oklahoma), 197 delivered on 29 June 1863 for Brigadier

General Smith P. Bankhead's Brigade, and 99 delivered to Captain W. Spaulding Good on 7 November 1863.²² A similar fate would befall most of the rifles delivered by the state's other major contractor, Billups & Hassell.

BILLUPS & HASSELL/JOHN BILLUPS & SON

The other major contractor for Texas Rifles for the state's Military Board was the firm of Billups & Hassell. The principals of this partnership originally were John Billups and D. D. Hassell, both machinists residing in Mount Prairie in Anderson County, Texas. By December 1862, however, D. D. Hassell had turned over his interest in the partnership to his brother Nat Hassell, whom John Billups considered a more efficient partner.²³ On 19 April 1863, John Billups informed Military Board of the demise of "Mr. Hassell," presumably his new partner, Nat Hassell.²⁴ Shortly thereafter John Billups's son, J. D. Billups, appears more prominently in the company correspondence, and by 1864, the business is listed under the title of "John Billups & Son."²⁵

Like Whitescarver, Campbell & Co., Billups & Hassell owed their contracts for rifles to their county brigade ordnance officer, in this case Alexander M. Watts. Alexander M. Watts, who also was serving as the "factory director" of Billups & Hassell, had been appointed militia brigade ordnance officer for Anderson County by state militia Brigadier General W.M. Taylor. On 29 April 1862, Taylor had instructed Watts to initiate a contract with the firm Billups & Hassell for rifles similar to those that were being contracted for in Rusk County from Whitescarver, Campbell & Co., "the Mississippi Rifles at 25 dollars each without the bayonet."²⁶

In early May 1862, Alexander Watts negotiated a preliminary agreement with Billups & Hassell. Unfortunately, General Taylor had neglected to inform the state's adjutant-general of his appointment of Watts to ordnance officer of Anderson County. Therefore, when the military board received notice from D. D. Hassell on 12 May that Billups & Hassell had entered into an agreement with Watts for rifles, the board was in a quandary, having neither knowledge of the contract nor any idea on what authority A.W. Watts had acted. The secretary of the board was directed to seek further details.²⁷ The next day, Secretary DeCordova wrote to D. D. Hassell to let Hassell now that "the contents of your letter somewhat surprised the board. They have no knowledge of 'Mr. A.M. Watts, Ordnance Officer of Anderson Co.' That appointment has not even been reported to the adjt. General's Office, and if it were, he has no authority to enter into a contract for the manufacture of arms for the State."²⁸ Nevertheless, DeCordova expressed the board's interest in securing a contract with his firm for the manufacture of rifles.

Five days later, DeCordova wrote directly to Watts and inquired of his actions. Watts responded on 26 May, the day he received the secretary's letter of the 17th. Watts expressed much mortification over the issue, pleaded that he was innocent of any wrongdoing, and then proceeded to indicate that his contract had called for

The firm of Billups & Hassell agree to make a gun similar to the Mississippi Rifle, the barrel to be round and 32 inches long, to carry 1/2 oz. balls, or "32 to the pounds," double sights, single trigger, whole stock, iron rammer, back action percussion locks, with plain but substantial mountings, the barrels to be confined in the stock by bands instead of loops, to be of uniform size so that the same bayonet may fit any gun, and to weight nine pounds, all to be finished in the most complete and substantial manner & ready for use. . . .²⁹

The rifle's description bears such a remarkable similarity to that of Whitescarver, Campbell & Co.'s initial contract that it seems highly likely that Watts or the honorable A. R. Reaves, who actually drew up the contract, had seen a copy of Whitescarver, Campbell & Co.'s specifications. Indeed, M. H. Bonner had provided a description of the Whitescarver, Campbell & Co. proposed rifle to state militia Brigadier General D. B. Martin as early as 18 April 1862, and Martin would later be the recipient to a sample rifle from Whitescarver, Campbell & Co. that would be transferred to Billups & Hassell.³⁰

The Watts/Reaves contract with Billups & Hassell suggested pricing the rifles on a sliding scale, with the first 100 priced at \$25 each, the second 100 at \$24 each, the third 100 \$23 each, and the fourth 100 and those made thereafter at \$20 each, up to \$50,000 worth of guns.

On 3 June 1862, Secretary DeCordova acknowledged the receipt of Watts' letter of 26 May, apologized for the confusion attendant to the board's ignorance of Watts' appointment, and basically approved the contract. However, at the same time, the board indicated that while "the description of the gun proposed to be made is well enough, but the board would prefer that they should have bayonets of the old fashioned sort, which are easily made and more economical and just as effective as the sword bayonet."³¹ The board accordingly requested that Billups & Hassell quote on delivering bayonets as well as rifles.

On 11 June 1862, Alexander Watts noted the receipt of DeCordova's letter of the 3rd. He indicated that John Billups, of the partnership, would be in Austin before his response could reach him. He also indicated that he was less than satisfied with the Billups & Hassell proposed rifle, suggesting that it should have a 36 inch instead of a 32-inch-long barrel and should have a standard "bar" lock instead of a back-action lock.³² Watts' suggestion, however, would come too

late. On 16 June 1862, evidently with John Billups present, the Military Board met and drew up a "memorandum of an agreement" between the board and Billups & Hassell. This memorandum essentially formalized the contract drawn up earlier by Watts and Reaves, using the description that had been provided on 26 May and calling for 700 rifles of that description at the price of \$30 each "including bayonet & wiper." Of the former, the memorandum noted "The bayonets to be of good iron with a steel point of about 4 inches."³³ The actual contract was ratified on 1 July 1862 and called for the rifles to be delivered in lots of no less than 50 per month commencing after 1 August and continuing through July 1863.³⁴

Despite the schedule that called for the delivery of rifles as early as August, Billups & Hassell would still not have rifles available in October. On 22 October 1862, consequent to the fall of Galveston earlier in the month, the secretary of the board was directed to contact both Billups & Hassell and Whitescarver, Campbell & Co. to determine whether either firm would be able and willing to increase the number of rifles contracted for and what might be delivered by 1 November.³⁵ In relation to the first question, on 30 October 1862, Billups & Hassell responded, indicating that they could make another 500 rifles deliverable by 1 January 1864, or another 3,000 over the next 2 years, with 1,500 completed each year.³⁶ On 26 November 1862, the state indicated their willingness to accept the proposal to take the additional 500 rifles offered by 1 January 1864 and any others delivered before that date but declined to extend the contract further.³⁷

In the meantime, two major changes had been requested under the contract and its extension. On 10 September 1862, Watts wrote to the secretary of the board requesting that seasoned birch be substituted for the "not fully seasoned" walnut the firm had on hand for stocking their rifles.³⁸ On the 23rd of September, Secretary DeCordova informed Watts that the "military Board has no objection to Messrs Billups & Hassell using good seasoned birch for the gun stocks."³⁹ A month later, on 27 October 1862, the Military Board forwarded to Billups & Hassell one of the .5770 caliber bore gauges that it had recently received from the Confederate Chief of Ordnance, Josiah Gorgas, asking that the rifles being made, "if not of this gauge, the Board would wish that all to be made after the receipt of this should if possible correspond to the gauge sent."⁴⁰ To this request, Billups & Hassell responded, noting that "the present lot of guns we not have on hand can't be altered, but we will make the balance of that gauge."⁴¹ How many .54 caliber (½-oz balls, 32 per pound) rifles were included in "the present lot" is uncertain. As of November, Billups & Hassell had not yet delivered a single rifle.

In response to the board's inquiry of 13 November asking when they would be ready to deliver rifles, on 27 November 1862, Billups & Hassell informed secretary DeCordova that the first 100 rifles would be ready "about Christmas."⁴² Two days after Christmas, Billups & Hassell had their first 50 rifles ready and indicated that another 50 would be ready in "8 to 10 days."⁴³ In his letter of the same day, Alexander M. Watts also indicated that "fifty Mississippi Rifles with bayonets & wipers" were boxed for delivery but did not anticipate the next 50 until 10 January 1863.⁴⁴ The 50 rifles already boxed on 27 December would be officially received on 2 January 1863; the next 50 would be received on 20 January 1863 and billed to the state more than a month later.⁴⁵ These rifles undoubtedly were all in .54 caliber. Given the time lapse until the next delivery, it is possible that the second 100 rifles would be .577 caliber; the third lot of 100 rifles would definitely be .577 caliber.

On 27 March 1863, Alexander Watts indicated that the second 100 rifles from the Billups & Hassell contract had been received; however, on 20 April he confided that the third lot of 100 rifles had also arrived, that the fourth 100 were "well on the way," and that henceforth monthly deliveries might be expected on 100 rifles per month.⁴⁶ Indeed, by 13 June, Watts could report that the fourth lot of 100 rifles had been received. He enclosed in the same letter a receipt drawn up by Major A. A. Cabell for the Billups & Hassell rifles that he had turned over to Captain J. Crosby, Assistant Adjutant-General of Brigadier General William Steele's Brigade.⁴⁷

In accordance with instructions sent to A. M. Watts for Billups & Hassell and M. H. Bonner for Whitescarver, Campbell & Co. on 19 May 1863, the former was to deliver 217 rifles of their make and the latter 283 rifles of their make to Captain J. Crosby for the use of Brigadier General William Steele's Brigade.⁴⁸ In his report on activities in the Indian Territory for 1863, Brigadier General Steele would note that he had "procured some 500 stand of arms from Texas."⁴⁹ Of these 500 "Texas rifles," 450 would be in the hands of Brigadier General Douglas Cooper's Brigade as early as 23 August 1863.⁵⁰ Two months later Cooper's brigade consisted of five units raised from the "civilized tribes" of present-day Oklahoma, Lieutenant Colonel John W. Wells' Battalion of Texas Cavalry, and Colonel Charles DeMorse's 29th Regiment Texas Volunteer Cavalry. An inspection report dated 26 October 1863 indicated that the Indian forces were poorly armed with common sporting rifles, while the two "Texas regiments are well mounted and better armed than the Indians."⁵¹ Indeed, a surviving rifle identified to its owner, William Malloy, who served in Company B, 29th Texas Cavalry, confirms that the 29th Texas Cavalry was the prime



Figure 1. Billups & Hassell Texas Contract Rifle (second type—.577 cal.)—overall view of right side. Courtesy of George Wray, Jr.



Figure 2. Billups & Hassell Texas Contract Rifle (second type—.577 cal.)—overall view of left side. The left side of the buttstock is marked "WILLIAM MALLOY", who served in Company B, 29th Texas Calvary. Courtesy of George Wray, Jr.



Figure 3. Billups & Hassell Texas Contract Rifle (second type)—depicting detail of backaction lock and bolster. Courtesy of George Wray, Jr.



Figure 4. Billups & Hassell Texas Contract Rifle (second type)—depicting left side of stock opposite lock and single lock screw compressing the stock. Courtesy of George Wray, Jr.

recipient of the 500 rifles General Steele had acquired from Texas on 9 June 1863.

This rifle (Figures 1–4) measures $47\frac{3}{8}$ inches long overall. Its round, iron barrel is 32 inches long (in accordance

with the provisions of both Billups & Hassell's and Whitescarver, Campbell & Co.'s contracts) and its bore is .58 caliber, having three broad grooves. To accept a socket bayonet, the front sight consists of an iron block with integral blade

formed into its upper surface, $\frac{5}{16}$ inch long on the barrel and set back from the muzzle $1\frac{3}{8}$ inches. The rear sight, a simple iron, notched block, is dovetailed into the barrel $5\frac{1}{4}$ inches from the breech. The rifle's barrel is secured in its stock by means of the tang screw and two iron clamping bands, each $\frac{3}{8}$ inch wide. The buttplate (which follows the general contours of the U.S. M1841 "Mississippi" rifle) and two-piece trigger guard (which follows the pattern of the U.S. M1855 rifle) are both fashioned from malleable iron, and on the forward bow of the latter is the remains of a sling swivel "loop," in accordance with the contracts. There is no nosecap. The ramrod is a replacement. The lockplate (shown in detail in Figure 3) is back-action in form, with a single lock screw passing through to the left side of the stock, where no "lock washer" prevented it from being overtightened and compressing the stock (see Figure 4). Carved into the left side of the buttstock is the name "WILLIAM MALLOY," while the right side bears the simple abbreviation "TEX." The rifle's salient characteristics, particularly the .580/.577 caliber, would seem to identify it to the second or third delivery of arms by Billups & Hassell in April and May 1863.

The 500 rifles that Brigadier General Steele acquired from the state of Texas cost the Confederate War Department between \$35 and \$40 each, the state having added a surcharge of \$10 per gun under the transaction to cover inflationary costs anticipated in replacing the rifles from their contractors.⁵² That same surcharge would apply to 380 more rifles that the Confederate Ordnance Department would purchase of the state for Brigadier General Smith Bankhead's Brigade.

On 26 May 1863, Major Sackfield Mackin, commanding the Texas Arsenal at San Antonio, wrote to the State Military Board requesting that the state lend or sell arms to the Confederacy. He expressed the Confederacy's willingness to take over the contract with Billups & Hassell, and he had heard that state had already consented to sell "a few hundred stand" to General Steele's command. He indicated, however, that he was willing only to pay for arms "at contract price."⁵³ On 3 June 1863, Secretary DeCordova responded, explaining that he could only authorize the purchase at a \$10 surcharge.⁵⁴ He promised to lay Mackin's request before the board upon their return.

Major Mackin's request was given favorable consideration, and on 29 June 1863, A. M. Watts at Plenitude was ordered to deliver 183 of the rifles produced by Billups & Hassell and M. H. Bonner was directed to similarly deliver 197 of the rifles manufactured by Whitescarver, Campbell & Company.⁵⁵ All 380 would be sent to the command of Brigadier General Smith Bankhead.

Brigadier General Smith Bankhead's Brigade (afterward Brigadier General Richard M. Gano's Brigade) was formed in

the summer of 1863 from three Texas cavalry regiments, either recently formed or organized earlier but in camp in Texas for want of arms. The initial three regiments of Bankhead's Brigade consisted of Colonel Edward J. Gurley's 30th Texas Cavalry (which had organized earlier under the title of 1st Texas Partizan Rangers—distinct from W. P. Lane's regiment with the same name), Colonel William P. Hardeman's 1st Texas Cavalry-Arizona Brigade (the latter appellation to distinguish it as one of four regiments organized to wrest Arizona and New Mexico Territories for the Confederate cause), and Alexander W. Terrell's Regiment Texas Cavalry (which would never receive an official numerical designation, though it would sometimes be referred to as the 34th Texas Cavalry, despite another regiment having received that number.) In mid-July 1863, two of Bankhead's regiments (Gurley's and Hardeman's) were still in formative stages, having only 425 and 350 effective enlisted men, respectively, in camp. In the absence of cavalry weapons, General Bankhead drilled these two regiments as infantry.⁵⁶ The third regiment, Terrell's, had not joined the rest of the brigade, but General Bankhead noted that even if it had been present, it was still unarmed. The lack of arms had been a problem that the regiment's commanding officer had been seeking to alleviate for some time. Indeed, on 10 May 1863, Colonel Terrell, then in Houston, wrote to Comptroller C. R. Johns that

I have the promise of Gen'l Magnuder to arm at once My Regiment with such arms as may be borrowed or purchased from the State. Col. Dashill [Texas' Adjutant-General] tells me there are a little over 500 guns suitable for cavalry now in the capitol in good repair, with cartridge boxes & accouterments & these guns would arm my command with those now on hand & I would esteem it a lasting favor, if without prejudicing the state interest, you would help me with this as you did Steele.

I have in camp already eleven companies, one of which will be detached, leaving enough to make a regiment with the proper numbers. They are destined for the defense of Texas and will not remain still in camp after being put in fighting trim if I can help it.

I have conferred with Gen. Lubbock & if you as a member of the board can help me in procuring the guns, I will be much in debt of gratitude not easily canceled.⁵⁷

There is substantial evidence to indicate that Colonel Terrell was successful in convincing the state to arm his command with the Texas rifles in Austin. Terrell's efforts are thought to have been the major factor that caused the sale of the 380 Texas Rifles from Rusk and Plenitude on 29 June. Ironically, Terrell's command would never receive the fruits of his labor. Instead, those rifles were distributed to the two

Texas cavalry regiments that joined Bankhead's Brigade on its journey north to reinforce Brigadier General William Steele's forces in the Indian Territory.

Brigadier General Smith Bankhead received orders to march north to reinforce General Steele on 22 August 1863, but without Colonel Terrell's regiment (which had been dismounted and sent to reinforce Galveston, causing a minor mutiny in regiment).⁵⁸ The next day, Acting Brigadier General Bankhead informed his superiors of his slow progress:

... Gurley's regiment [30th Texas Cavalry], under Lieutenant Colonel Battle, moved forward today for Boggy Depot. Krumbhaar's battery follows tomorrow, and Hardeman [1st Texas Cavalry- Arizona Brigade] the next day. The scarcity of water requires that I should move up by detachments, as there is but little water within 37 miles of this place, and not enough for my entire command at any one point. I shall halt at Boggy Depot until I hear from General Steele.

I will be enabled to support General Steele with an effective total of about 1,200. This includes Showalter's [4th Texas Cavalry- Arizona Brigade] and Bourland's [Colonel James Bourland's Regiment Texas Cavalry] commands. I have been compelled, however, to arm them with some of the guns intended for Colonel Terrell, and will not be able to send back more than three hundred stand of arms. This need cause no disappointment, as the Texas made guns are so indifferent that I would not use them if I had shotguns or the ordinary hunting rifle. But many of Bourland's command, and all of Showalter's, are without arms, and I was compelled to take this poor apology for a weapon or leave these troops behind.⁵⁹

Hence, it would appear that most of the 380 state rifles that Colonel A.W. Terrell had lobbied for in May went instead to two other Texas cavalry regiments, Colonel Showalter's 4th Texas Cavalry-Arizona Brigade, and Colonel Bourland's Texas Cavalry Regiment, also known as the "Border Regiment."

Brigadier General Bankhead's Brigade, subsequently also reinforced by the temporary addition of Colonel Martin's 5th Regiment Texas Partizan Rangers detached from Cooper's Brigade and the permanent transfer of Colonel DeMorse's 29th Texas Cavalry from the same brigade, would serve in the Indian Territory for the remainder of the year, supplemented with at least two other units.⁶⁰ This command, in which by November 1863 were concentrated most of the Texas contract rifles, was in pitiful condition by November 1863, suffering heavily from desertion. Brigadier General H. E. McCulloch, commanding the Northern Sub-District of Texas at Bonham, would comment on the Texas units in Indian Territory on 1 November 1863:

This force, as I understand it, with Bourland, now on the frontier, upon which the Indians have been killing and stealing

in his absence consists of Gurley's [30th Texas Cavalry] regiment, part deserted; Hardeman's [1st Texas Cavalry, Arizona Brigade], short one or two companies, part deserted; Showalter's [4th Texas Cavalry, Arizona Brigade] battalion, Baird's [also 4th Texas Cavalry, Arizona Brigade] battalion, both of which would not make a full battalion, DeMorse's [29th Texas Cavalry] regiment, large part deserted, and Bass' [20th Texas Cavalry] regiment (9 companies) part deserted, making in all, effective men, not exceeding, 1,500 cavalry and infantry.⁶¹

In 1864, after those companies of Bourland's regiment had returned their service with Bankhead's/Gano's Brigade and dispersed to protect Texas' border with the Indian nations, Bourland's regiment requisitioned another 475 cavalry arms. On 9 January 1865 that requisition would be fulfilled with the shipping of 28 boxes from Tyler to Bonham. The rifles would be Texas made, but from the Tyler, Texas, Armory.⁶²

Two other units on the northern Texas frontier would receive Texas Rifles later in 1863. On 25 February 1864, Captain J. J. DuBose, chief of ordnance, District of the Indian Territory, inspected the arms of two brigades within the territory:

I have the honor to report the condition of guns in the First Brigade, Indian Forces, commanded by Col. Stand Watie, and also a portion of arms of the Second Brigade, Indian Forces, commanded by Colonel Walker, and Lieutenant Colonel Wells battalion, commanded by Lieutenant Colonel Wells. In each of these commands the appearance of the arms was very discouraging. The arms of the First Brigade were rather better than those of the latter commands. A few Enfield rifles were seen, and a few, very few, Mississippi rifles in the line, the remainder were composed of double barrel guns, Texas rifles, sporting rifles, &c. This is a fine body of troops, and if well armed would, in my opinion, be an effective body of men. What valuable arms they have have been taken from the enemy, but a great many men are without arms entirely, and are nothing more than camp followers.

The First Choctaw Regiment of the Second Brigade were armed with an assortment of guns, more of the Texas rifles than any other class of arms. And I would call your attention especially to this arm. A regiment armed complete with these guns are armed but badly. They guns are nothing more than a cheat, badly put together, and very unreliable, being liable, a great number, to burst. The remainder in the regiment were sporting rifles, which with few exceptions were badly wanting repair, double barrel shotguns, and a few muskets. Lieutenant Colonel Wells' battalion were armed with Texas rifles. I did not see a gun that was entirely serviceable.⁶³

While the arms of Lieutenant Colonel Wells' battalion

(afterward a regiment) may have been from the 500 that General Steele had obtained in May 1863, those in the hands of the 1st Choctaw Regiment were probably part of the group of 300 Texas Rifles in transit to northern Texas in December 1863. These arms were evidently part of those intended for Colonel Terrell's regiment.

On 18 November 1863, Major General Bankhead Magruder's endorsement on a complaint that Brigadier General H. E. McCulloch had forwarded a week earlier, was posted back to General McCulloch. General Magruder commented in relation to the lack of arms in the Northern Sub-District:

General McCulloch knows that it is presumed that but 4,200 arms were received from the Rio Grand, the rest being taken by the French, and of these, 3,000 were allowed to remain in this district [of Texas, New Mexico, Arizona]; also all the State Infantry are without arms entirely; the Second Texas, Waul's Legion, Liken's [35th Texas Cavalry] regiment and most of Pryon's [2nd Texas Cavalry] regiment are without arms; and that the enemy is threatening the eastern coast, and has landed a large force on the western, and has also landed or is about to land at Corpus Christi, Brigadier General McCulloch has Martin's [5th Texas Partizan Rangers] regiment, Bourland's battalion of six companies, two companies State troops cavalry, and the arms intended for Terrell's regiment, some 500 Mississippi rifles, with which to arm the State troops, whom he is authorized to detain in corresponding numbers. --- Brigadier General McCulloch must do the best in his power to defend the sub-district entrusted to him with the means at his disposal, excepting some 300 arms additional, which constituted his proportions of arms received from the Rio Grande and the State.⁶⁴

The reference to the "500 Mississippi rifles" intended for Terrell's regiment and the "300 arms addition from the Rio Grande and the State" evidently refer not only to the 380 rifles purchased at the end of June 1863, but also to 300 others that the Confederate Ordnance Department had persuaded the State of Texas to purchase from her two main contractors, Whitescarver, Campbell & Co. and Billups & Hassell during the second half of 1863.

In his letter of 26 May 1863 asking the Military Board to permit him to purchase the state's supply of contract rifles, Major Sackfield Mackin had also indicated his willingness "to assume the contract made by the Mil. Board with Messrs. Hassell & Billups of Anderson County."⁶⁵ On 3 June 1863, board secretary P. DeCordova indicated that "it may be that the Board will be willing with the assent of Mr. Billups to transfer their contract to you for the Government." He further indicated that "as soon as the members of the Board return, I will lay the matter before them."⁶⁶

At that time, Billups & Hassell had completed nearly 400 rifles. In June, in accordance with orders of 19 May and 29 June, all 400 of these had been transferred to the Confederate Ordnance Department. By 9 July 1863, the fifth group of 100 was nearly ready for delivery, and on that date, John Billups requested that the price for the next 200 rifles be set at \$50 each instead of the \$30 of the contract to compensate him for losses he was now assuming under its provisions, or as an alternative excuse the balance of the contract after 500.⁶⁷ On 4 September 1863, Billups reiterated his desire to discontinue making arms if the board would permit him to relinquish the balance of his contract.⁶⁸ On the 11th of the same month, the board responded that it did not "feel authorized to let you off your contracts to make guns, either do they feel authorized to alter your contracts."⁶⁹ The board did suggest instead that Billups submit a proposal for from 500 to 1,000 additional arms, and that it would be willing to assist financially. On 18 September 1863 John Billups responded, indicating that the fifth group of 100 rifles was ready for receipt and that another 50 would be ready at the end of the following week and another 50 in early October. He also proposed to produce another 500 rifles above the contract for 700 by November 1864, but at the price of \$60 each.⁷⁰ On 9 October 1863, the Military Board signified its acceptance of the 500 additional rifles at \$60 each.⁷¹

In the interim, the Military Board had evidently decided to permit the Confederate Ordnance Department to acquire the balance of Billups & Hassell's and the other contractor's production, and on 12 October, the secretary informed the Confederate authorities that they could call on all three for "all the guns they may have on hand at the time of the presentation of this order."⁷² On 16 October 1863, Captain W. Spaulding Good acknowledged the receipt of DeCordova's letter of the 12th and asked for specific orders to the establishments for the "arms completed."⁷³ On 22 October 1863, Secretary DeCordova instructed John Billups to deliver to Captain W. Spaulding Good "all the guns you may have ready on the presentation of this order."⁷⁴ As a result, on 5 November 1863, Alexander M. Watts turned over to Lieutenant W. S. Blair 200 "guns, wipers & bayonets and 8 pkg. boxes" valued at \$3,080.⁷⁵ On 23 November 1863, Captain Good forwarded a receipt for the 200 rifles he had acquired from Plenitude and 99 rifles from Rusk.⁷⁶ Nevertheless, on 14 January 1864, the Military Board asked for a certified account of the 200 rifles Captain Good had received from Billups & Son at Plenitude and the 99 rifles he had also received from the Rusk contractors, Whitescarver, Campbell & Co.⁷⁷ These 299 Texas Rifles are probably the "300 Texas Rifles" that were in transit to Bonham, Texas, in December 1863.

On 25 December 1863, Brigadier General H. E. McCulloch received orders from his commander to

... proceed as rapidly as possible, personally in command, bringing with you DeMorse's [29th Texas Cavalry] and Martin's [5th Texas Partizan Rangers] regiments and the regiments of deserters, to Millican. . . .

If you meet the arms [the 300 Texas rifles] on the road, you can either turn them back or bring them down with you, or send them to Bonham to arm additional troops for the protection of the border. You will leave any artillery you may have, and not bring it down, but place it in charge of Colonel Bourland, or the ranking officer of the Frontier Regiment, who will be placed in command by you, and left to proceed to the border.⁷⁸

Two days later, General McCulloch's orders were changed. The new orders again made reference to the "Texas rifles," though in a revised quantity:

In view of this invasion, the orders given you on the 25th instant to precede to Houston via Millican with DeMorse's and Martin's regiments and the regiment of deserters, are suspended. You will remain with these troops in the Northern Sub-District, and will place them on a good footing to meet the enemy and these bands of jayhawkers, and capture them or expel them from the country.

You will organize the deserters as rapidly as possible; the 300 arms [about 270 Texas rifles, the others assorted] were sent forward to you some time by way of Millican. If thy have not reached you, you had better send down to meet them and hurry them up. You will place these in the hands of the best troops you have who may be without arms.⁷⁹

Presumably these arms were furnished to the Choctaw regiment and possibly to Lieutenant Colonel Well's Battalion of Texas Cavalry.

The 200 rifles that Captain Good had receipted for in November 1863 were the fifth and sixth lots of 100 rifles provided by Billups & Hassell under their contract of 1 July 1862. Whether a seventh lot of 100 was ever provided in accordance with this contract is open to question. On 11 November 1863, John Billups wrote to the board to advise them that his losses were such under the first contract that he requested to be released from the delivery of the final 100 rifles.⁸⁰ In this request he may have been successful. No rifles were delivered in December 1863, and as of 24 January 1864, Billups indicated that none had as of yet been finished, but "we will soon have a lot finished."⁸¹ The lot to which he referred consisted of only 50 rifles, and these successfully passed inspection on 14 March 1864.⁸² Delivery of these 50 rifles was completed on 29 March 1864, and John Billups & Son received \$3,000 for their efforts. The price is interesting because it is listed at the \$60 per gun price of the second

contract.⁸³ This would be the last payment credited to Billups & Hassell/Billups & Son by the Military Board.⁸⁴ It represents the final delivery of a total of 650 rifles produced under the firm's two contracts, making the firm the second largest of the three state contractors. By contrast, the smallest of the three contractors would provide less than half that amount—only 294 rifles.

N. B. TANNER & COMPANY

Both the firm and the products of N. B. Tanner & Company of Bastrop, Texas, have been the source of considerable confusion. The source of the confusion in regard to the products was the existence of a gun-making establishment in Liege, Belgium, between 1857 and 1871 known as Tanner & Cie, whose principal was Ernst Heinrich Daniel Carl Tanner. Like so many of the Liege gunmakers, Tanner & Cie. produced copies of the then-current French rifles and rifle muskets, including a number of copies of the French Model 1857 rifle muskets purchased by the Union government during the Civil War.⁸⁵ N. B. Tanner & Co. did not produce rifle muskets; rather they produced a limited number of rifles on contract with the Military Board of Texas in 1862 and 1863.

N. B. Tanner of Bastrop, Bastrop County, was the principal of N. B. Tanner & Company. The "Company" initially consisted of Bastrop blacksmith J. R. Nichols. Nichols's contribution in the manufacturing process was the forging of the barrels for Tanner. As early as 6 February 1862, Nichols had informed the Military Board that he had been successful in making a barrel that he had given to Mr. Tanner to be bored out.⁸⁶ Five weeks later Nichols offered his services to the state as a blacksmith, but doubted his ability as a gunsmith.⁸⁷ On 2 April 1862, Nichols informed the board that he had available approximately 5 tons of iron and that N. B. Tanner had just returned from Austin and wanted Nichols to make 100 barrels for him and an equal number of sword bayonets. Nichols noted that he would be severely hampered in this business because of his partner in the blacksmithing business having volunteered for the war. Moreover, Nichols questioned whether it would be best for him to be making gun barrels, knives, or pikes.⁸⁸ On 10 April, the board let Nichols know that it was primarily interested in having him produce barrels for N. B. Tanner and that the board would attempt the detailing of his partner.⁸⁹ Three days later Nichols responded, giving his partner's name and unit (A. A. Erhard, Captain Morgan's Company Daniel's Cavalry Regiment), and indicating that if Erhard rejoined him, they could produce "3 gun barrels with bayonets & the breechpieces per day."⁹⁰ Nichols letter of the 13th had

evidently not reached the board when on 16 April 1862 they inquired of N. B. Tanner to "know the success Mr. Nichols has had in making Gun Barrels and whether you intend to enter into a contract as you proposed when up here."⁹¹

A contract evidently was consummated between N. B. Tanner & Company and the Texas Military Board; however, a copy of it is not in the files of the parties in the Texas State Archives. As proof that a contract existed, on 8 September 1862, in attempting to detail Adolph Erhard from Captain H. S. Morgan's Cavalry company, P. DeCordova indicated to Major General Theophilus Holmes that "Mr. Tanner is under contract with the board in manufacturing Guns for the State and workmen are very scarce."⁹²

Whatever the quantity of the contract or its description, N. B. Tanner would be the first of the state's contractors to actually deliver rifles (other than samples) under their contracts. On 16 June 1862, Tanner would deliver 17 rifles and bayonets to the state at Austin at the rate of \$32.50 each.⁹³ The recording of the payment for this initial delivery would be delayed for several months. Not until 20 September 1862 would Tanner be credited with the \$552.50 paid him for those rifles. At the same time he would be credited with the \$500 advance that had been granted to him in on 11 September to continue his work.⁹⁴ The advance had been a godsend, because disaster had struck N. B. Tanner & Company in July.

On 6 July 1862, N. B. Tanner sadly informed the governor that fire had destroyed his shop:

I have had hard luck. Just as I had got every thing together so that I could make good headway at work, I was burnt out and lost the most that I had. My loss is about Seven Hundred Dollars, As luck would have it I had carried the most of my files & sand paper up home the morning before the fire, so that I will soon be able to go ahead again. I will bring up a few guns in a few days, when I will explain more fully.⁹⁵

Indeed, Tanner was true to his word, and on 6 August 1862 he delivered "23 Texas Rifles with Bayonets, wipers & molds" to Austin. For this he was paid \$32.50 per stand of arms, despite the fact that only one mold came with the rifles.⁹⁶

On 20 September 1862, Tanner would maintain his monthly average by delivering another 26 Texas Rifles at \$32.50 each. However, from the total of \$845 for these 26 rifles, \$100 would be deducted against the \$500 advanced him nine days earlier on 11 September 1862.⁹⁷ On 31 October 1862, Tanner would deliver another 25 rifles, again at \$32.50 each for a payment of \$812.50.⁹⁸ Up to the end of October, Tanner had delivered 91 rifles.

On 1 November 1862, the state's ordnance officer at Austin noted that of the 25 rifles received by him, only 16

rifles were in good order, while on 9 he noted that "the locks [were] defective." He also recorded the receipt of 25 rifles and "five pair bullet moulds."⁹⁹ There is no indication that any deduction was made for the 9 rifles with defective locks. There also is no indication that any of the later deliveries contained defective parts.

On 16 December 1862, Tanner delivered another 27 rifles, together with three pairs of bullet molds.¹⁰⁰ Tanner would not receive payment for these 27 rifles until June 1863, when he would be credited with payments totalling \$3,672.50. This total would cover the \$877.50 for the 27 rifles delivered in December, \$812.50 for 25 rifles delivered in February 1863, \$975 for 30 received by Captain Finin on 1 April but delivered in March, and \$1,007.50 for 31 accepted on 20 May 1863.¹⁰¹ The payment for this total of 113 rifles included an equal number of bayonets and wipers. Four pairs of bullet molds were delivered with both the March and May deliveries.¹⁰²

Tanner & Company would deliver another 90 rifles to the state under their contract. These rifles would be delivered in lots of 30 each, with 30 delivered in July at the increased price of \$35 each for \$1,050, a similar delivery in September for the same amount plus a surcharge of \$14 to cover the cost of boxing the rifles, and a final payment of \$1,050 on April 1864 for a final 30 rifles. Tanner & Company received another \$1,000 "paid on a/c 30 arms" in July 1863; however, this payment is believed to be an advance against the subsequent deliveries.¹⁰³ Despite the \$2.50 cost increase for these rifles, the last delivery evidently was at a loss to N. B. Tanner & Company. On 7 December 1863, the "Company," J. R. Nichols, informed the new Military Board

To make gun barrels & bayonets longer at \$9 I beg to decline. I am willing to sell you the iron at \$1 per lbs. (gov't rate) & then receive soldier's wages as [a] mechanic. I have a family to support, which is my only care. I paid 63 cents per lb. for iron last March & had to take the entire lot to get it at that price.¹⁰⁴

Nichols ended his letter with the postscript "I have nearly finished this lot of gun barrels." Evidently they would be his last.

While Tanner & Company would deliver 294 rifles and bayonets to the Texas Military Board, the exact characteristics of the rifle they produced remain enigmatic. Given the characteristics of the other two major contractors, however, one rifle previously posited as a product of the Arkadelphia Arsenal may in fact be one of the rifles produced by N. B. Tanner & Co.

The rifle in question (Figures 5-8) originated in Texas and, though now part of a private collection in Georgia, was once part of the Bond collection, auctioned in July 1994.¹⁰⁵ Measuring 47 inches long overall, the crudely made rifle (like



Figure 5. Possible N.B. Tanner Texas Contract Rifle (second type—.577 cal.)—overall view of right side (missing lock).
Courtesy of George Wray, Jr. (ex-William Bond collection)



Figure 6. Possible N.B. Tanner Texas Contract Rifle (second type—.577 cal.)—overall view of left side.
Courtesy of George Wray, Jr. (ex-William Bond collection)



Figure 7. Possible N.B. Tanner Texas Contract Rifle (second type)—depicting detail of lock cavity for back action lock and bolster.
Courtesy of George Wray, Jr. (ex-William Bond collection)



Figure 8. Possible N.B. Tanner Texas Contract Rifle (second type)—depicting left side of stock opposite missing lock and missing "pie" shaped lock retaining washer.
Courtesy of George Wray, Jr. (ex-William Bond collection)

the products of Whitescarver, Campbell & Co. and Billups & Hassell) has a 32-inch round barrel. The rear sight is a simple notched iron block, $\frac{7}{16}$ inches long at the base and dovetailed into the barrel $5\frac{1}{2}$ inches from the breech. The front sight is an iron block with integral blade, all $\frac{5}{16}$ inches long and set back $1\frac{3}{4}$ inches from the muzzle on the top of the barrel. While this front sight/bayonet lug is typical of the style used on the other Texas contract rifles, it should be noted that whatever bayonet was used on this rifle attached in an odd

manner. In addition to the front sight block, the muzzle end of the rifle bears two other bayonet-mounting features. Offset on the bottom of the barrel and $1\frac{1}{16}$ from the muzzle is a hole that once held a small peg, about $\frac{1}{8}$ inch in diameter. In addition to this device, the right side of the barrel $\frac{1}{8}$ inch back from the muzzle is cut with a semi-elliptical groove $\frac{1}{8}$ inches wide at its maximum and $\frac{3}{8}$ inches high. What locked into this is a quandary; however, it should be noted that the early discussion with N. B. Tanner and J. R. Nichols mentions

sword bayonets, which seems to be for which the muzzle is adapted. The bore of the rifle is .58 (.577) caliber and is cut with three broad lands and grooves. While there is written evidence that Short, Biscoe & Co, Whitescarver, Campbell & Co., and Billups & Hassell each received gauges in October 1862 upon which they were to produce further rifles,¹⁰⁶ there was no letter of transmittal of a similar gauge to Tanner & Company. However, it should be noted that because Bastrop was within 25 miles of the state capitol at Austin, it is probable that Tanner picked up his gauge during one of his periodic visits to the city to deliver arms or to consult with the Military Board.

The barrel is affixed to its stock by means of the tang screw and two brass (rather than iron) bands. The rear band conforms to the configuration of the rear band of the U.S. M1841 ("Mississippi") rifle. The front band, however, is a wide solid strap that generally follows the contours of the French M1853/1859 rifles. The front band also incorporates the lug for the front sling swivel, while the forward bow of the two piece brass triggerguard bears the rear swivel. The trigger of this rifle is also made of brass, as is the slightly curved buttplate. And, like the rifles furnished by Billups & Hassell and Whitescarver, Campbell & Co., the rifle once had a back-action lock. The lock, together with the single screw that held it in its cavity and the screw retaining "washer," is missing, but their form are clearly evident by the cavities in the stock wherein they once resided. There are no marks on the rifle to assign a maker, and nothing firmly establishes this rifle as a product of N. B. Tanner & Co.—only circumstantial evidence.

While the destination of most of the rifles of both Whitescarver, Campbell & Company and Billups & Hassell are known, what became of the N. B. Tanner & Company rifles remains an enigma. The fact that the cost of \$14 was added to the shipment of the 30 rifles delivered in September 1863 for crates suggests that at least these 30 rifles may have been among those delivered to Captain Good that month. If so, at least that group of rifles were among the shipment of 270 to 300 Texas Rifles en route to Northern Texas in December 1863. Indeed, the larger question is what became of all of the Texas contract rifles?

Dance Brothers of Dallas, Texas, is estimated (on the basis of recorded serial numbers) to have delivered about 325 revolvers during the War, all of which served in the Trans-Mississippi theater. Approximately 10% of that production is known to have survived and has been recorded. If that same rate of survival is applied to the 1,694 rifles produced by the three major contractors of Texas Rifles, there should be at least 170 surviving rifles. If so, why have they not been recorded? Part of the answer lies in the fact that these Texas

Rifles were not marked or otherwise identified until recently. The second factor lies in their theater of use. As discussed above, nearly all of the Texas Rifles were sent to Northern Texas and to the Indian Territory. The units known to have received them included Lane's 1st Texas Partizan Rangers, Showalter's 4th Texas Cavalry-Arizona Brigade, DeMorse's 29th Texas Cavalry, Wells' Battalion Texas Cavalry, Bourland's Battalion Texas Cavalry, and the 1st Choctaw Cavalry. All of these units served on the Northern Texas frontier and in Indian Territory. Service in this area was hard on the men and their equipment. Morale was low; desertions ran rampant. Loss of equipment and arms, accordingly, was high. Still, these units, when they disbanded, did not surrender their arms; most of the men took them home. The Texas contract rifles of the military board probably still survive, scattered among the homes of the survivors of the units that carried them.

NOTES

1. For the only overall study of the actions of the Texas State Military Board, see Charles W. Ramsdell, "The Texas State Military Board, 1862-1865," in *Southwestern Historical Quarterly*, Vol. 27, No. 4 (April 1924), pp. 253-275. The December 1863 "Report of the Military Board" has been printed as part of James M. Day's edition of *House Journal of the Tenth Legislature, Regular Session of the State of Texas, November 3, 1863-December 16, 1863* (Austin: Texas State Library, 1965), pp. 233-253.

2. For a detailed listing of the type and number of arms acquired from these various sources, see Howard Michael Madaus, "The Use of the Percussion Shotgun in Texas Prior to and during the American Civil War, 1861-1865," in *Armax: The Journal of the Cody Firearms Museum*, Vol. V (1995), pp. 133-172. esp. pp. 134-137.

3. Contract between D.E. Bartley and Texas Military Board, 12 May 1862, Texas Military Board, Correspondence Files, RG014, Box 2-10/304, folder of D.E. Bartley, Texas State Archives. The board had heard from Bartley earlier on 19 March 1862 in which he had provided "the names of mechanics able to make arms"; on 6 May 1862, the secretary of the board had been instructed to draw up a contract with Bartley to make arms, offering an advance of \$5,000 to assist his efforts. - see Texas Military Board, "Old Board Book/Record Book No. 101—Record of Proceedings, 13 January 1862-24 March 1863" (Hereafter simply Record Book, No. 101), pp. 75-76 and 117, respectively; RG014, Box 2-7/284, Texas State Archives.

4. Most of the relevant correspondence relating to Whitescarver, Campbell & Company's activities may be found in the correspondence folder with their name in Texas Military Board, Correspondence Files, RG014, Box 2-10/301, Texas State Archives. For the request to detail Jefferson Whitescarver to the company, see M. H. Bonner to the Military Board, 16 June 1862 in the cited folder.

5. Contract between State Military Board and Whitescarver, Campbell & Company, dated 23 June 1862, in Texas Military Board, Correspondence File for Whitescarver, Campbell & Co., cited fully in note 4. The rifles so described in the contract were essentially as had been proposed by M. H. Bonner to Brigadier General D. B. Martin on 18 April 1862, the original of which is in the same file. The same file also contains an undated preliminary contract between the same parties; while undated, the file also includes a letter of Bond dated 20 May 1862 and a letter of transmittal for the contract of 3 June 1862 requesting the state board's signature on the contract.

6. M. H. Bonner to the Military Board, 3 June 1862, in Whitescarver, Campbell & Co. Correspondence file, fully cited in note 5.

7. P. DeCordova to M. H. Bonner, 20 May 1862, Texas Military Board, Record Book No. 108 (Letter Press Book, 29 March 1862–27 December 1862), RG014, Box 2-10/298, Texas State Archives; p. 144. Hereafter this volume will be simply cited as "Record Book No. 108" with appropriate page numbers.

8. P. DeCordova to M. H. Bonner, 18 June 1862, Record Book No. 108, pp. 202–203.

9. Record Book No. 101, p. 122.

10. DeCordova to M. H. Bonner, 14 June 1862, in Record Book No. 108, pp. 196–197.

11. M. H. Bonner to the Military Board, 30 June 1862, in Correspondence File of Whitescarver, Campbell & Co., fully cited in note 4.

12. Contract between Whitescarver, Campbell & Co. and the State Military Board, signed by the former 16 September 1862 and by the latter on 2 October 1862, in Correspondence File of Whitescarver, Campbell & Co., fully cited in note 4.

13. M. H. Bonner to Military Board, 22 September 1862, with receipt of 2 October 1862; in Correspondence File of Whitescarver, Campbell & Co., fully cited in note 4.

14. M. H. Bonner to the Military Board, 13 October 1862, in *ibid.*

15. Statement and receipt in file, "Ordnance—Gen. Corr.," Texas Military Board, RG014, Box 2-10/304, Texas State Archives. See also Bonner to the Military Board, 13 October 1862, in correspondence file of Whitescarver, Campbell & Co., fully cited in note 4.

16. Military Secretary P. DeCordova to Assistant Adjutant-General and Colonel J. Desher, 20 October 1862, in Record Book No. 108, pp. 555–557. See also pp. 558 and 571–572.

17. M. H. Bonner to the Military Board, 29 October 1862, in Correspondence File of Whitescarver, Campbell & Co., previously fully cited in note 4.

18. DeCordova to Bonner, 27 October 1862, in Record Book No. 108, p. 577; see also pp. 575 and 576.

19. DeCordova to Bonner, 18 November 1862, in Record Book No. 101, p. 147.

20. Contract between Whitescarver, Campbell & Co. and the Texas State Military Board, 7 January 1863, in Correspondence File of Whitescarver, Campbell & Co., cited fully in note 4.

21. "Statement of 'Texas Rifles' received by M. H. Bonner, agt. for Military Board, from Messrs. Whitescarver, Campbell & Co., and disposition made of same." appended to M. H. Bonner's letter to the Military Board of 6 February 1864, in Correspondence File of Whitescarver, Campbell & Co., fully cited in note 4.

22. *Ibid.*

23. John Billups to the Military Board, 4 December 1862, in Texas Military Board, RG014, Box 2-10/299, Correspondence File of Billups & Hassell, Texas State Archives.

24. John Billups to Military Board, 19 April 1863, in *ibid.*

25. J.D. Billups to Governor Frank Lubbock, 27 April 1863 with endorsement from John Billups, in *ibid.*

26. W.M. Taylor to A. Watts, 29 April 1862, in Correspondence File of A.W. Watts, Texas Military Board, RG014, Box 2-10/301, Texas State Archives; hereafter cited simply as the "Watts Correspondence File."

27. Record Book No. 101, p. 118, summary of board meeting of 12 May 1862.

28. DeCordova to D. D. Hassell, 13 May 1862, in Record Book No. 108, p. 114. See also p. 130 for DeCordova's letter to Watts of 17 May 1862.

29. Alexander M. Watts to DeCordova, 26 May 1862, in Correspondence File of Billups & Hassell, Texas Military Board, Box 2-10/299, Texas State Archives; hereafter cited simply as Billups & Hassell Correspondence File, with appropriate parties and date.

30. See M. H. Bonner to General D.B. Martin, 18 April 1862, in Correspondence File of Whitescarver, Campbell & Co., fully cited in note 4. The same file contains Bonner's summary of deliveries as of 6 February 1864 that includes the statement of distribution of 2 sample rifles sent in 1862 (on 3 June 1862) to Austin and 1 rifle "sent you by Gen'l Martin". In his letter to

DeCordova of 9 January 1863, M. H. Bonner confirmed that he had sent "one per your order to Billups & Hassell, Mount Prairie.," see M. H. Bonner to DeCordova, 9 January 1863, in "Ordnance Gen. Corr. (no. 3)" folder, Texas Military Board, RG014, Box 2-10/304, Texas State Archives.

31. DeCordova to A.M. Watts, 3 June 1862, in Billups & Hassell Correspondence File, fully cited above.

32. Alexander M. Watts to DeCordova, 11 June 1862, in Billups & Hassell Correspondence File, fully cited above.

33. Memorandum of an Agreement made between the Military Board . . . and John Billups & D. D. Hassell . . . June 16, 1862' in Billups & Hassell Correspondence File, fully cited above. See also Military Record Book No. 101, p. 123.

34. The contract of 1 July 1862 may be found in the Correspondence File of Billups & Hassell, cited fully above.

35. DeCordova to Billups & Hassell, 22 October 1862, Record Book No. 108, p. 561 and p. 564; see also Record Book No. 101, p. 141.

36. Billups & Hassell to the Military Board, 30 October 1862, in Correspondence File of Billups & Hassell, fully cited above.

37. DeCordova to Billups & Hassell, 26 November 1862, Record Book No. 108, p. 658.

38. Alexander M. Watts to DeCordova, 10 September 1862, Watts Correspondence File.

39. DeCordova to A.M. Watts, 23 September 1862, in Record Book No. 108, p. 484.

40. DeCordova to Billups & Hassell, 27 October 1862, Military Record Book No. 108, p. 576.

41. Billups & Hassell to the Military Board, 14 November 1862, in Billups & Hassell Correspondence File, fully cited above.

42. For DeCordova to Billups & Hassell of 13 November 1862, see Record Book No. 108, p. 624; for Billups & Hassell's response of 27 November, see Billups & Hassell's Correspondence File.

43. Billups & Hassell to the Military Board, 27 December 1862, in Billups & Hassell Correspondence File.

44. Alexander M. Watts to DeCordova, 27 December 1862, in Billups & Hassell Correspondence File.

45. For the receipt and payment for the first 50 rifles, see DeCordova to Watts, 2 January 1863 and A.M. Watts to DeCordova with receipt, 18 January 1863. For bill for 50 rifles received on 20 January, see Billups & Hassell to the Military Board, 25 February 1863; all in Billups & Hassell Correspondence File.

46. Alexander M. Watts to DeCordova, 27 March 1863, in Watts Correspondence File, and Alexander M. Watts to DeCordova, 20 April 1863, in Billups & Hassell Correspondence File.

47. A.M. Watts to DeCordova, 13 June 1863, in Billups & Hassell Correspondence File.

48. Respectively P. DeCordova to A.M. Watts, 19 May 1863 and P. DeCordova to M. H. Bonner, 19 May 1863, in Record Book No. 109 (Letter Press Book, 27 December 1862–18 January 1864), Texas Military Board, RG014, Box 2-10/298, p. 238. Hereafter citations to this reference will be simply cited as "Record Book No. 109" with appropriate page numbers, date, and names of correspondents.

49. U.S. War Department, *The War of the Rebellion: A Compilation of the Official Records of the Union & Confederate Armies* (Washington: Government Printing Office, 1880–1901), Series I, Vol. 22, Part 1, p. 31—Report of Brigadier General William Steele, 15 February 1864. Hereafter citations to this compilation will be simply cited as *O.R.*, with appropriate series, volume, part, and page numbers.

50. *O.R.*, Series I, Vol. 22, Part 12, p. 1098.

51. *O.R.*, Series I, Vol. 22, Part 2, p. 1052.

52. P. DeCordova to Captain J. Crosby, A.A.G., Steele's Brigade, 19 May 1863, and P. DeCordova to Major Sackfield Mackin, 3 June 1863, Record Book No. 109, respectively p. 237 and pp. 270–271. See also State Military Board, Record Book No. 96 (Record of Accounts), Box 2-10/310, Texas State Archives, p. 51, voucher nos. 34 and 74.

53. Major Sackfield Mackin to the Texas Military Board, 26 May 1863, in "Ordnance Gen. Corr. (no. 3)", Texas Military Board, RG014, Box 2-10/304, Texas State Archives.
54. DeCordova to Major Sackfield Mackin, 3 June 1863, Record Book No. 109, p. 270-271.
55. DeCordova to A.M. Watts, 29 June 1863, and DeCordova to M. H. Bonner, 29 June 1863, Record Book No. 109, pp. 293 and 292, respectively.
56. *O.R.*, Series I, Vol. 22, Part 2, pp. 922-923 and 966-967.
57. Colonel A.W. Terrell to Comptroller C.R. Johns, 10 May 1863, in folder "Ordnance Gen. Corr. (no. 3)", Texas Military Board, RG014, Box 2-10/304, Texas State Archives.
58. *O.R.*, Series I, Vol. 22, Part 2, p. 975; see also pp. 972-973. For further details regarding the mutiny within Terrell's regiment, see *O.R.*, Series I, Vol. 26, Part 2, p. 278.
59. Brigadier General Smith P. Bankhead to Captain Edmund P. Turner, 23 August 1863, in *O.R.*, Series I, Vol. 22, Part 2, pp. 977-978.
60. For the temporary detaching of the 5th Texas Partizan Rangers from Cooper's Brigade on 9 October 1863 and its eventual permanent assignment to capture deserters, enforce the conscription laws, and quell outlaws in the Northern Sub-District of Texas on 15 November 1863, see *O.R.*, Series I, Vol. 22, Part 2, pp. 1037 and 1070. For reference on 9 November 1863 to the detaching of the 29th Texas Cavalry from Cooper's to Bankhead's (afterward Gano's) Brigade, see, *O.R.*, Series I, Vol. 22, Part 2, p. 1064.
61. *O.R.*, Series I, Vol. 26, Part 2, pp. 378-379.
62. See John D. Murphy and Howard Michael Madaus, *Confederate Rifles & Muskets*, Chapter LVI.
63. *O.R.*, Series I, Vol. 34, Part 2, pp. 998-999.
64. *O.R.*, Series I, Vol. 26, Part 2, pp. 426-427.
65. Major Sackfield Mackin to the Texas Military Board, 26 May 1863, fully cited in note 53.
66. DeCordova to Major Sackfield Mackin, 3 June 1863, Record Book No. 109, pp. 270-271.
67. John Billups to the Military Board, 9 July 1863, in Billups & Hassell Correspondence File.
68. John Billups to the Military Board, 4 September 1863, in Billups & Hassell Correspondence File.
69. DeCordova to John Billups, 11 September 1863, in Record Book No. 109, p. 383.
70. John Billups to the Military Board, 18 September 1863, in Billups & Hassell Correspondence File.
71. DeCordova to John Billups, 9 October 1863, in Record Book No. 109, p. 414.
72. DeCordova to Captain W. Spaulding Good, 12 October 1863, in Record Book, No. 109, p. 440.
73. Captain W. W. Good to P. DeCordova, 16 October 1863, in folder "Ordnance Gen. Corr. (no. 4)", Texas Military Board, RG014, Box 2-10/304, Texas State Archives.
74. DeCordova to John Billups, 22 October 1863, in Billups & Hassell Correspondence File. This letter was followed up by a note on the 28th from Good to Billups & Son to deliver the arms to Lieutenant W. S. Blair as Good's designate.
75. Alexander M. Watts to DeCordova, 5 November 1863, in Watts Correspondence File.
76. Captain W. Spaulding Good to DeCordova, 23 November 1863, in folder "Ordnance Gen. Corr. (no. 4)" in Texas Military Board, RG014, Box 2-10/304, Texas State Archives.
77. DeCordova to Captain W. Spaulding Good, 14 January 1864, in Record Book No. 109, p. 489.
78. *O.R.*, Series I, Vol. 26, part 2, p. 533.
79. *Ibid.*, pp. 544-545.
80. John Billups to the Military Board, 3 November 1863, in Billups & Hassell Correspondence File.
81. John Billups to DeCordova, 24 January 1864, in Billups & Hassell Correspondence File.
82. Certification of inspection of fifty rifles by B.F. Durham, Clerk of Court, Anderson County, 14 March 1864, in Billups & Hassell Correspondence File.
83. Receipt for \$3,000 by John Billups & Son, 29 March 1864, in Billups & Hassell Correspondence File.
84. See Texas Military Board, Record Book No. 96 (Account Book), Texas Military Board, RG014, Box 2-1/301, Texas State Archives; p. 79, voucher no. 34 (April, 1864).
85. For greater details on the "Tanner & Cie" rifle-muskets, see Howard Michael Madaus, "The Tanner & Cie. Rifle-Musket" in *North South Trader*, Vol. 7, No. 4 (May-June, 1980), pp. 22-23, 41.
86. J. R. Nichols to P. DeCordova, in folder "J. R. Nichols/Ord. Contract," Texas Military Board, RG014, Box 2-10/300, Texas State Archives. Hereafter this folder will be simply cited as "Nichols Correspondence File".
87. J. R. Nichols to Governor Lubbock, 19 March 1862, in Nichols Correspondence File.
88. Nichols to DeCordova, 2 April 1862, in Nichols Correspondence File.
89. DeCordova to R. Nichols, 10 April 1862, in Record Book No. 108, p. 35.
90. Nichols to DeCordova, 13 April 1863, in Nichols Correspondence File.
91. DeCordova to N. B. Tanner, 16 April 1862, Record Book No. 108, p. 48.
92. DeCordova to Major General Holmes, 8 September 1862, Record Book No. 108, p. 428. Three days later DeCordova requested the detailing of another individual from Captain Morgan's Company, Private Stroud, under the same argument; see p. 445. J. R. Nichols had written to Secretary DeCordova on 7 September 1862 to indicate that unless the detailing of Erhard was effected, he (Nichols) could not keep up with Tanner's expected output of 2 rifles per day; see Nichols to DeCordova, 7 September 1862, in Nichols Correspondence File.
93. Receipt signed by N. B. Tanner at Austin, 16 June 1862, in folder "N. B. Tanner" Correspondence File, Texas Military Board, RG014, Box 2-10/301, Texas State Archives. Hereafter this folder will be simply cited as "N. B. Tanner Correspondence File".
94. Governor F.R. Lubbock to Comptroller C.R. Johns, 20 September 1862, Record Book No. 108, p. 472; see also p. 623, transmitting vouchers for Tanner's deliveries of June, August, September, and October.
95. N. B. Tanner to Governor F.R. Lubbock, 6 July 1862, in Tanner Correspondence File.
96. Receipt of N. B. Tanner, 6 August 1862, in Tanner Correspondence File.
97. Receipt signed by N. B. Tanner, 20 September 1862, in Tanner Correspondence File. According to Record Book No. 96, p. 12, \$500 was advanced Tanner on 11 September 1862.
98. Receipt signed by N. B. Tanner, 31 October 1862, in Tanner Correspondence File. The first four vouchers (10, 11, 12, and 13) would be passed to the Comptroller on 13 November 1862; see Record Book No. 108, p. 623; see also Record Book No. 96, pp. 9, 12, and 13.
99. Receipt of Ed. Finnin [?], 1 November 1862, in Tanner Correspondence File.
100. Receipt of Edward Finnin, ordnance officer, Austin, 16 December 1862, in Tanner Correspondence File.
101. Texas Military Board, Record Book No. 96 (Account Book), RG014, Box 2-1/310, Texas State Archives; p. 49.
102. Receipts of Ed. Finnin of 1 April 1863, and of Ben. Herrick of 20 May 1863, respectively in Tanner Correspondence File.
103. Texas Military Board, Record Book No. 96 (Account Book), RG014, Box 2-1/310, Texas State Archives, pp. 50, 52, 55, and 79. While each of the three payments of \$1,050 (pp. 52, 55, and 79) were debited against account #34, the July, 1863 payment of \$1,000 (p. 50) was charged against account #47, the same account against which the \$500 advance of 11 September 1862 was charged. It should be noted, however, that other advances to gun makers were charged against account #25.
104. J. R. Nichols to Messrs. Murrah, Johns & Raincross, 7 December 1863, in Nichols Correspondence File.
105. William A. Bond auction, 4-5 July 1994, (Conestoga Auction company, Lancaster, Pa.), item 281.
106. See Record Book No. 108, pages 575 (Short, Biscoe & Co.), 576 (Billups & Hassell), and 577 (Whitescarver, Campbell & Co.).