

Notes on Uighur Documents*

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1. The Origins of Uighur Contracts

It was sometime after the sixth or seventh century that the ancient Turks (including Uighurs) borrowed a writing system from the Sogdians and began to write in Turkic, and no matter how one looks at it the appearance of Uighur documents (or, more precisely, materials written in the ancient Uighur script) cannot be traced back any earlier than the eighth century. Up to that time, the language of those people who lived as nomads east of the Aral Sea and west of the Great Khingan mountains and held shamanistic beliefs naturally had a rich vocabulary of words appropriate to their way of life. However, once direct and indirect contacts with the urban cultures of the south and the west (China, the Tarim basin, Semirechye, Sogdiana, and Iran) through merchants, missionaries, political envoys, and so on had become frequent, and furthermore after the Turks themselves had come to exercise control over the various cities of the T'ien-shan region, a great change came about in their linguistic life and their literary culture. That is to say, as they absorbed new objects and new concepts (whether sacred or secular), a great number of borrowed words and calques appeared. This phenomenon was probably apparent during the First T'u-chüeh 突厥 Qaghanate and the Second T'u-chüeh Qaghanate and during the Eastern Uighur Qaghanate, which had its headquarters in Mongolia, but it was from the time of the Western Uighur Kingdom (late ninth to early thirteenth centuries), based in the eastern T'ien-shan region, that it really became prominent. The ancient Uighur written materials which are extant today are almost all from this period, or from the period of Mongol rule (thirteenth and fourteenth centuries) which followed.

*This article is a condensed and corrected English translation of three Japanese articles, "Uiguru monjo sakki, I-III" (Moriyasu 1989a, 1990a, 1992). Volume two of the recently published *Sammlung uigurischer Kontrakte* (Yamada et al. 1993) represents the results of the research of Nobuo Yamada and the four editors, and many findings from my articles (Moriyasu 1989a, 1990a, 1991, 1992) are incorporated in it. The ordering of the 121 documents in that volume is also based to a large degree on my views. The first aim of this article is to introduce some of those findings and views to foreign scholars who do not read Japanese. For the convenience of readers I use the new classification numbers (e.g. Sa01, Sa02, ..., RH01, ..., Lo01, ...) and the page numbers from volume two of the *Sammlung uigurischer Kontrakte* when citing documents in this article. If the order of the contract documents cited in this article looks irregular (e.g. Sa23, Sa07, Sa06, Sa01, Sa03... as quoted in section 2), it is only because the documents appeared in that order in my original Japanese articles before these new classification numbers were adopted.

The existing ancient Uighur written materials can be classified into books, documents, and inscriptions, and the category of documents can be further divided into public (or official) and private (or personal).¹⁾ This article deals with contracts, which for the most part fall into the field of private documents. The bulk of these were written by Uighurs during the period of Mongol rule, but their origins can be traced much further back, to the early years of the Western Uighur Kingdom. Research into the forms of Uighur contracts has been greatly advanced by Nobuo Yamada and Masao Mori. In particular, it was Professor Mori who first pointed out that some of the extremely unclear expressions in the Uighur contracts were borrowed from Chinese contracts, and who clearly proved that the models for Uighur contracts were Chinese contracts from the T'ang and Sung dynasties.²⁾ Mori did not present an argument as to "where" or "when" to find the historical conditions under which the Uighurs imitated Chinese contracts and produced Uighur contracts in their typical form. However, I believe the answer to have been the Turfan Depression in the tenth century. Based on what I have already argued in an earlier article,³⁾ it is clear that it was the tenth century when the Chinese Buddhist society of the Turfan region, which had a tradition of using Chinese documents, came under the control of the Western Uighur Kingdom, and Chinese people and Chinese culture were taken in by the Uighurs. Or, to look at it in a different way, it was the tenth century when Chinese people became an important component of the Western Uighur Kingdom and Chinese culture became one important pillar of the mixed Uighur culture.

Larry Clark, arguing from the standpoint of his linguistic research emphasizing loan words and grammar, contends that Uighur contracts originated in the thirteenth century after the beginning of the Mongol period.⁴⁾ Indeed, it is true that previously "all" of the contracts which were definitely datable were from "the Mongol period". However, the earliest of those contracts dates from the reign of Ögedei (1229–1241),⁵⁾ which proves that the form of Uighur contracts had already been completed before the Mongols actually exercised direct control over Chinese society and before the Uighurs (as the main representatives of the *se-mu* 色目 category) moved into China proper in large numbers. Therefore Clark's argument is tantamount to saying that the Uighurs, who had been completely ignorant of Chinese contracts up to that time, and the extent of whose contact with China had hardly changed at all over the preceding two or three hundred years, suddenly began to produce Uighur contracts modelled on Chinese contracts, and in no time those contracts became common. What kind of historical background could possibly have accounted for this kind of development? Clark straightforwardly confesses that he is unable to answer this important question,⁶⁾ but in my opinion, the question is unanswerable because the initial presumption is mistaken.

Clark's argument is nothing more than the conclusion drawn from the fact that practically all of the Uighur contracts which we happen to have in our hands today date from the Mongol period. That fact, and saying that Uighur contracts

originated in the Mongol period, are questions of an entirely different order. Actually, the Berlin collection contains fragments of land deeds which are bilingual or written in a mixture of Uighur and Chinese,⁷⁾ although since they had not yet been published perhaps they did not come to Clark's attention. One can tell at a glance that these represent a transitional stage between Chinese and Uighur documents. Furthermore, one of them contains the special term *ch'ang-t'ien* 常田, which as everyone is aware does not appear in Sung or Yüan documents but only in T'ang ones, and there not even in documents from China proper or from Tun-huang but exclusively in land documents excavated in Turfan.⁸⁾ These facts provide unshakeable evidence for our hypothesis, namely that in the early years of the Western Uighur Kingdom, in the late T'ang and early Sung, Uighurs inevitably came to learn Chinese forms through contact with the Chinese who were settled in the Turfan area and thus created the Uighur contract form. This in turn provides a firm basis for us, following Mori and Yamada, to compare Chinese documents of the T'ang and Sung with the Uighur documents which were composed for the most part during the Mongol period.

2. The Word *kidin* / *kedin*

The word *kidin* (with its variant *kedin* and its various derivatives) was widely used in ancient and medieval Turkic as a noun, adjective, or adverb with a string of related meanings such as “behind, afterwards” and “west [taking east as the prime direction]” or “north [taking south as the prime direction]”.⁹⁾ However, none of these meanings appear to provide an appropriate explanation for its usage in Uighur documents, particularly in the context of phrases expressing prices in sales contracts, where it occasionally appears as part of a phrase describing cotton cloth (*mien-pu* 棉布, *kuan-pu* 官布) being used as a substitute for currency. Below, I select and list a number of examples from published documents:

- 1) Sa23, lines 4–5: *kidin yorir altü singar shulugh tmgha-ligh skiz on böz-kä* (p.49)
(We set the price) at 80 pieces of cotton cloth, which are valid at _____ and upon 6 sides (?) of which are signatures and seals.
- 2) Sa07, lines 4–5: *lükchüing kidini yorir shuulugh tmghaligh yüz yitmish ikilik yoriq böz-kä* (p.16)
(We set the price) at 170 marketable pairs of pieces of cotton cloth, which are valid at _____ of Lükchüing and upon which are signatures and seals.
- 3) Sa06, lines 5–6: *lükchüing kidin-intä yorir shuulugh tamgha-ligh · üch otuz ikilik bözingä* (p.14)
(We set the price) at 23 pairs of pieces of cotton cloth, which are valid at _____ of Lükchüing and upon which are signatures and seals.

- 4) Sa01, lines 4–5: *qocho kiṭinindä yorir iki uchü kinlig otra yirtä tamghaligh yüz qanpu-qa* (p.4)
 (We set the price) at 100 *qanpu*, which are valid at _____ of Qocho, whose two ends are provided with protective bands, and which have seals in the middle.
- 5) Sa03, lines 5–6: *//// kiṭini yorir iki uchü kinlig otra tamghaligh üch ming iki {P..} yüz 'älig qanpu-qa* (p.8)
 (We set the price) at 3250 *qanpu*, which are valid at _____ of ..., whose two ends are provided with protective bands, and which have seals in the middle.
- 6) Sa04, lines 5–6: *qocho kidini yorir · iki uchü kinlig · otura tamghaligh · üch ming bish yüz qanpu-qa* (p.10)
 (We set the price) at 3500 *qanpu*, which are valid at _____ of Qocho, whose two ends are provided with protective bands, and which have seals in the middle.
- 7) Sa19, line 3: *yüz kidin yoriyur onar chigh tmgha-lgh qanpu-qa* (p.42)
 (We set the price) at 100 *qanpu*, valid at _____ and each 10 *chigh* long and provided with seals.
- 8) RH02, line 3: *qocho kidin yoryur · qirq /////* (p.70)
 (We agreed on) 40 valid at _____ of Qocho.

Hamilton gives the explanation “dans la région à l’ouest de” (in example 4), and Zieme gives the translations “im Westen” (in example 7) and “westlich” (in examples 2, 3, 5, and 6).¹⁰ But as one soon realizes from reading through examples 2, 3, 4, 6, and 8, it would be very inconvenient if the cotton cloth were only accepted as a form of payment in or to the “west” of the cities of Lükchüng (Liu-chung 柳中; T’ien-ti-ch’eng 田地城) or Qocho (Kao-ch’ang 高昌, Huo-chou 火州, Ho-chou 和州; Hsi-chou-ch’eng 西州城); it is unnatural to think that payments would be carried out in such a way. Yamada therefore from the beginning has translated this as “nearby” (*kinzai ni te* 近在にて) (example 1, 1972, p. 208), “in the vicinity of” (*kinpen de* 近邊で) (examples 2 and 3, 1972, p.210), or “in the area of” (*chihô de* 地方で) (example 2, 1965, p.145; example 8, 1965, p.144), dropping the idea of “west” or “behind”. This interpretation at least makes sense, and for that reason Zieme adds the note “oder: in der Umgebung?” to his translation “westlich” (examples 2, 3, and 6). Unfortunately, there is no text where the word *kidin* is attested with that meaning, and these interpretations cannot escape being criticized as arbitrary.

In his 1980 article in which example 8 was raised, Zieme proposed a new interpretation which was completely different from ones that had appeared before. In essence, he suggested that *kidin* might be explained as “Stadt”, going

back to the Khotan Saka word *karâna*¹¹⁾ and the Bactrian word *KAPAHO*, both of which mean “part of a town containing buildings; building; complex of buildings.”¹²⁾ Zieme cited as evidence passages such as the following, taken from the Buddhist sutra *Maitrisimit*, which is said to have been translated from Tokharian to Uighur:

- a) Taf. 31 recto 7–11: *taqî ymä ol kidin otrasinta yarim birä king yarim birä täring tört ärdnin itilmish chldar atlıgh yul bolur*

Moreover in the middle of the city (?) there is a spring called Jalâdhâra, which is half a mile in width and half a mile deep and is adorned with four jewels.

- b) Taf. 32 verso 5–7: *baliq ulush qay-y kidinlik-lär sayu kâzâ yoriyu*
going through all cities, countries, streets, and city districts

Furthermore, he also raises the following example from the postscript of a Yüan-period Buddhist poem (with alliteration in each group of four lines).

- c) *körklä tangisüq taydu kidin-i gao linxu-a-ta*
in the [monastery?] “Magnificent (?) Lotus” [in?] the beautiful (and) wonderful city (?) of Taydu¹³⁾

Sure enough, for the first two examples, Şinasi Tekin, who coincidentally produced the standard edition of the *Maitrisimit* in the same year (1980), gave “Gebäude, Gebäudekomplex” in the glossary, and translated it as “Häuserkomplex” or “Stadtviertel” in the text.¹⁴⁾ Thus, in translating it as “ward, [city] block” from “building, house; group of buildings, group of houses”, he is by chance in agreement with Zieme. However, in yet another work also published in the year 1980, Tekin translated example c as “im Westen des schönen, wunderbaren Peking, im Lotus K’w”, contrary to Zieme’s hypothesis.¹⁵⁾ One can get an idea of just how intractable the problem of *kidin* really is from these contrary examples. However, if we recap what we have seen up to this point, at the very least we should recognize that the word *kidin* has, aside from the related meanings of “behind; west; north”, a completely separate (and therefore no doubt etymologically unrelated) set of meanings. Furthermore, that set of meanings must be related in some form to “building, group of buildings; ward, block; town, city”. In Uighur contracts, *kidin* frequently appears in the context of the boundaries of a piece of land as signifying “west”, but there is no doubt that the word *kidin* which appears in the context of the eight examples in question is a different, unrelated word.¹⁶⁾

Hence I would like to bring to attention the fragments of a cursive script Uighur Buddhist sutra containing Chinese characters, published by Masahiro Shôgaito in 1980, in which it is written:¹⁷⁾

店肆 (*tien-ssu*) *kidin-tä kibat-tä*

In this kind of mixed Uighur and Chinese text it is common for the meaning of the preceding Chinese character to be translated and repeated in Uighur, and here as well it is clear that either *tien* = *kidin* and *ssu* = *kibat* or else *tien-ssu* = *kidin kibat*¹⁸⁾ (*-tä* is just the locative-ablative ending). *Kibat* we know means “shop, store”, or else “inn”, or else a combination of the two;¹⁹⁾ on the other hand, *tien* 店 or *ssu* 肆 refers to an establishment for carrying out business at a fixed location.²⁰⁾ Therefore we can assume that *kidin* also possesses that range of meanings as well.

Clearly any commodity used in place of a currency must necessarily have its value defined with respect to some standard. With this idea in mind, when one goes back and inserts something like “(at) the shop(s)” or “(at) the store(s)” into the blanks in the eight problematic passages, each passage flows smoothly and makes sense. Actually, this is already probably a sufficient explanation for this usage. However, when one puts more thought into it, one realizes that already in the T’ang dynasty a number of *hang* 行 — associations of merchants in the same trade — had already been established in the Chiao-ho 交河 commandery city (i.e. Hsi-chou 西州, Kao-ch’ang 高昌) at the heart of the Turfan region and that even official prices and exchange rates (known as *shih-ku* 市估) had been fixed.²¹⁾ In the “biography” of Kao-ch’ang in the *Liang shu* it is written: “There are many plants and fruits like cocoons, and in the cocoons are fibers like fine thread, which are called *pai-tieh-tzu* 白疊子. The people of the country often take it and weave it to make cloth. The cloth is extremely soft and white, and is used there for market transactions.”²²⁾ Thus cotton cloth was already used “for market transactions”²³⁾ in Turfan from a much earlier time. If one considers these facts, then *kidin* (and its variants and derivatives) should perhaps be taken to mean “*hang* 行; market” or even “official market, bazaar” rather than just “shop, store”.²⁴⁾

If one thinks this way, then it makes no difference whether *kidin* is preceded by a place name or not. Even if there is no place name, there must have been a standard of some market which was understood and accepted by all concerned in the drafting of the document. Further, the only place names mentioned in the examples are Lükchüing and Qocho, and if one considers that these were the principal cities in the Turfan Depression during the Western Uighur Kingdom and the Yüan dynasty, that is also suggestive. The places where documents were excavated or bought were not necessarily the same places where they were composed, but if one glances at the locations, it seems that Yar-khoto (the T’ang dynasty Chiao-ho 交河, but not such an important place during the Uighur period) (in example 4), Murtuq (Mu-t’ou-kou 木頭溝) (example 6 and maybe also 5), and Toyoq (T’u-yü-kou 吐峪溝, Ting-ku 丁谷) (example 8) would all have been located within the marketing area of Qocho; geographically, at least, there is no reason why not. This would also appear to be support for my new explanation of the meaning of *kidin*.

3. Expressions for Guarantees (especially *yul- al- / al- yul-*) in Sales Contracts

There are expressions for guarantors of transactions which appear in both contracts for the buying and selling of land and of people (both of which have basically the same format). It is also Mori and Yamada who have carefully analyzed these expressions in Uighur sales contracts. First, I would like to present the following passage as a typical example of such an expression:

- 1) Sa06, lines 11–17: *biz ikigü-nüing ichimz inimz qamz qadash-ümz adin ymä kim qayu kishi · cham charim qilmazun ayidmazun izdamäzün-lär ayidghli işlägli ösar-lär (.....) //III taqi birök ärklig bæg ishi küchin tutup alayin yulayin tisär-lär bu oq ögäntä bu yir tängi(n)chä iki yir yaraqu birip yulup alzun · yultachä kishi qorlugh bolzun basa toghrül qorsuz bolzun* (p.14)

The elder and younger brothers, the families and relatives of either of us (i.e. the two sellers), and other persons, whosoever, shall not bring a dispute, they shall not claim (the purchase) and shall not demand back the land. Should they intend to claim it and demand it back, Should someone, furthermore, calling on the power of powerful officials, say “I will buy it back”, then he shall obtain on this canal two pieces of land of the value (or size) of this piece of land, hand them over and thus buy it back. The repurchaser shall suffer loss. Basa Toghriil (i.e. the buyer) shall not suffer loss.

Below are translations of examples of a variety of expressions which are essentially all of the same type (numbers 2 to 7 deal with transactions in land, numbers 8 to 13 with transactions in human beings):

- 2) Sa16, lines 12–16 (p.36)
The (elder and) younger brothers, the descendants and natural kin, the decade (or unit of 10) and century (or unit of 100) of me, Bg Tmür (i.e. the seller), whosoever, shall not bring a dispute on this vineyard. Should someone, however, calling on the power of powerful officials or deputies, say “I will buy it back”, then he shall give two vineyards of the value of this vineyard. His words shall not be accepted. The person bringing the dispute shall suffer loss. Qiýasudin (i.e. the buyer), who holds this contract, shall not suffer loss.
- 3) Sa05, lines 14–17 (p.12)
The younger and elder brothers, the natural kin and relatives of me, Osmish Toghriil (i.e. the seller), whosoever, shall not bring a dispute. Should they intend to bring a dispute, they shall obtain for Basa Toghriil

(i.e. the buyer) two vineyards of the value of this vineyard, hand them over to him and thus buy it back.

4) Sa09, lines 14–21 (p.20)

Let Master Quus Tmür (i.e. the buyer), named in the contract, own this single stubble field piece of land within these four boundaries. If he likes it, let him keep it for himself. If he does not like it, let him sell it to someone else. Let no one, whoever it may be, fight over this piece of land. But should someone bring a dispute, calling on the power of powerful officials and saying “I will take it”, then let him buy (it) back by giving two pieces of land of the value of this irrigable piece of land located by this canal. The repurchaser shall suffer loss. Master Quus Tmür (i.e. the buyer), holding this contract, shall not suffer loss.

5) Sa02, lines 15–21 (p.6)

The younger and elder brothers as well as the family and relatives of me, Yig Bürt (i.e. the seller), shall not claim and demand it back. When moreover, some of them intend, calling on the power of powerful officials or using the power of a shaman, to buy it back, then let them obtain for and give to Qudlugh Tash (i.e. the buyer) a piece of land equal to the value of this land located by this canal. Qutlugh Tash, holding this contract, shall not suffer loss. The younger and elder brothers as well as the family and relatives of me, Yig Bürt, shall suffer loss.

6) Sa03, lines 11–16 (p.8)

The elder and younger brothers, the families and relatives, the sons and daughters of us, Yrp Yanga and Ädgü (i.e. the two sellers), shall not claim and demand it back. Should they intend to claim and demand it back, then their words shall not be accepted. Should some of them, calling on the power of powerful officials, say “I will buy it back”, then they shall buy it back by giving two pieces of land located by this very canal and having the value of this piece of land.

7) Sa08, lines 15–21 (p.18)

The elder and younger brothers, the families and relatives of either of us (i.e. the two sellers) shall not dispute this. Whosoever shall, calling on the power of powerful officials, bring a dispute, shall buy it back by giving two pieces of land of the value of this piece of land. The repurchaser shall suffer loss. Toyinchogh (i.e. the buyer) shall not suffer loss.

8) Sa23, lines 10–15 (p.49)

The elder and younger brothers, the family and relatives of me, Älik Qya Achï (i.e. the seller), shall not bring a dispute. Should someone however

intend to bring a dispute and to take her, calling on the power of powerful officials, and saying “I will buy her back”, then he shall obtain for Änichük (i.e. the buyer) two slaves of the quality of this female slave, hand them over to him and thus buy her back. The repurchaser shall suffer loss. Änichük, holding this contract, shall not suffer loss.

9) Sa21, lines 11–15 (p.45)

Neither my (i.e. the seller’s) son-in-law Samsiba, nor my younger brother Sisi ///, nor my younger brother Sisi Uu(?), nor anyone whatsoever, shall bring a dispute. If they bring a dispute, then they shall obtain two slaves of the quality of this slave, deliver them and thus buy him back.

10) Sa28, lines 15–24 (p.59)

No one from among the elder or younger brothers, the decade (unit of ten) or century (unit of 100) of either of us, Tädmilig and Qara Buqa (i.e. the two sellers), shall bring a dispute. If someone should bring a dispute and say “I will buy her back”, calling on the power of powerful officials or deputies, then he shall obtain and give two women of the quality of Qudlugh; his words shall not be accepted. The person bringing the dispute shall suffer loss. Qudlugh Tämür (i.e. the buyer) shall not suffer loss.

11) Sa22, lines 8–13 (p.47)

The elder and younger brothers, the natural kin and relatives, the nephews and uncles of me, Yrp Toghril (i.e. the seller), whoever, shall not bring a dispute. If someone brings a dispute, then he shall buy her back by obtaining and giving two slaves of the quality of this female slave. The repurchaser shall suffer loss. Inächi (i.e. the buyer), holding this contract, shall not suffer loss.

12) Sa24, lines 7–11 (p.51)

The elder and younger brothers, the natural kin and relatives, the nephews and uncles of me, Aday Tutung (i.e. the seller), whoever, shall not bring a dispute. Should they however, calling on the power of powerful officials or foreign (i.e. Mongol) deputies, intend to say “I will buy him back”, then they shall buy him back by giving two slaves of the quality of this slave. The repurchaser shall suffer loss. Shivsay Tayshī (i.e. the buyer) shall not suffer loss.

13) Sa29, lines 15–20 (p.61)

No one shall bring a dispute over this woman. Should some of them, however, calling on the power of powerful officials or deputies, say “I will buy her back”, then they shall give two women of the value of this woman; their words shall not be accepted. The persons bringing the dispute shall

suffer loss. Bādrüz (i.e. the buyer), holding this contract, shall not suffer loss.

Mori, who has carefully analyzed these expressions of guarantee in Uighur sales contracts, concluded that they “are guarantees against breach of contract, stipulating that ‘the kinsmen, associates, and descendants of a seller who breaches a contract must give something of the same kind as the object of the transaction equal to twice its value to the other party, that is, to the buyer’, which do not appear in similar Chinese legal documents”.²⁵⁾ Further, Yamada, handling this under the heading “Penalty for the breach of contract”, gave his conclusions on *yul- al- / al- yul-* in this manner: “Previously, this was explained as a third party to the dispute seizing [the object in dispute] from the party who gave rise to the dispute and returning [it], and from the context this is what one would like to think. I have some reservations, but at the moment I think there is no better alternative than to explain it in this way.”²⁶⁾

However, are these truly guarantees against breach of contract? Typically guarantees against breach of contract on the part of the seller or by both parties involved are recognized, but is it possible that there would be guarantees from relatives or others who were not involved in the transaction? After all, a sales contract is drawn up between a buyer and a seller (and, depending on circumstances, with a related guarantor); it would be meaningless, one imagines, to include expressions intended to be binding on people (even relatives) whose names are not even listed.

Then, if it is not a guarantee against breach of contract, could it be a guarantee against confiscation? Directly following the lines quoted above, Yamada continues: “That is, the people who are addressed in [H] (i.e. the formula “we brothers, ... etc., no one may dispute this.”) should not create a dispute, and if there are those among them who do so, the others have responsibility for settling it (i.e. to give twice the amount as compensation).” It is clear from the context that, by the words which I have underlined (“the others”), Yamada means “the seller himself or associates of the seller”.²⁷⁾ If by any chance (the first half of) this explanation is correct, then it is precisely a form of guarantee against confiscation, whereby in the case where kinsmen or others sue on the grounds of their ownership rights, it is the seller himself who should be responsible for the defense, and if he fails, then he must make the appropriate compensation. However, even in a language where the subject of the sentence is not clearly indicated like Uighur, it is impossible to read those expressions with this meaning. Apparently it should be explained as Mori says, “the kinsmen, associates, and descendants of the seller”, hence excluding the seller himself. That is also more in keeping with Uighur grammar. Further, although the names on the side of the buyer, which would be compensated, are usually listed explicitly, the side of the seller, which would be doing the compensating, is usually abbreviated as *yultachi kishi*, suggesting that it excludes the seller himself. Although it is just one example,

example 5 leaves no room for doubt that the person who causes the loss and must pay compensation is not the seller himself but his relatives.

If they are neither guarantees against breach of contract nor guarantees against confiscation, then what in the world are these expressions?

Let us begin with the literal meaning of the idiom *yul- al-* or *al- yul-*. Mori has explained it as “*toriageru*” 取り上げる (“take away”), Zieme as “*nehmen und verkaufen*” (“take and sell”), Ramstedt as “take and dispossess”, and Yamada first as “*ubaikaesu*” 奪いかえす (“take back”) and then later as “*torihiki suru*” 取引する (“transact business”).²⁸⁾ It is generally recognized at this time that the basic meaning of *al-* is “take, grab”, from which is derived such meanings as “receive; buy”, while on the other hand, the basic meaning of *yul-* is “to pull out”, or rather, “to snatch away”, from which is derived such meanings as “take back, redeem”.²⁹⁾ Further, the nominalized forms of *al-* and *yul-*, namely *aligh* and *yulugh*, can be combined with the nominalized form of *sat-* (“to sell”), which is *satigh*, to form the expressions *satigh yulugh* and *satigh aligh*, which mean “business, commerce”.³⁰⁾ This makes it clear that *al-* and *yul-* express the opposite concept from *sat-*. Furthermore, *yulugh* can also mean “recompense, compensation.”³¹⁾ Therefore, there is no problem in explaining *yul- al-* / *al- yul-* as “repurchase, redeem”. In the series of Pintung documents which Yamada has explicated (no.1, a receipt; no.2, example 12 quoted above [Sa24]; no.3, a document of emancipation for a slave named Pintung [Em01]; no.4, a petition), the third and fourth documents both contain the same expression clearly used in the sense of “ransom, purchase, repurchase”.³²⁾

Among the Uighurs, could a third party aside from the seller really use the power of a “powerful *beg*” or other influential figure to repurchase an article from the buyer? With respect to this doubt, Mori has written: “We cannot ignore the fact that, since at least according to what has been quoted at the present time, if the relatives, descendants, or others with some relationship to the seller were willing to pay this kind of penalty and suffer the loss, then they could take back the item in question — in other words, it was possible for them to abrogate a contract — this described a kind of procedure for abrogating a contract ...”³³⁾ However, in opposition to this view, the legal scholar Noboru Niida has expressed his own misgivings.³⁴⁾ No doubt the reason was that among all the examples that were known at that time the compensation to the original buyer was twice the value of the item, so that Niida apparently felt that rather than recognizing a right to repurchase, in actuality these clauses made it impossible and tended to function as prohibitions.

Certainly if one had to pay compensation worth twice the value of an object then the incentive to do so would be weakened. However when we examine the cases very closely, it turns out that number 5 (only) specifies compensation of not double but equal value. Although there is no damage to the manuscript, Yamada amended the phrase “land equal to the value of this land” to read “land equal to twice the value of this land”, on the grounds that “because all the other examples

are in accordance without any exceptions in saying 'equal to twice the value', a word [must have been] omitted",³⁵⁾ and Mori followed him on this. Needless to say, if this were truly the only example of equal compensation then there would indeed be grounds for seeing it as a case of an inadvertently omitted word, but among texts which were published after Mori had finished his research I found two more examples of phrases which recognize the right to repurchase an article with compensation not of twice the value but rather equal to the value of the article. These two examples are as follows:

14) Sa01, lines 11–15 (p.4)

The younger and elder brothers as well as the family and relatives of me, Adigh Tarxan (i.e. the seller), shall not claim and demand it back. Should someone intend to claim and demand it back, then his words shall not be accepted. The words of Alp Tash Sangun (i.e. the buyer) shall be accepted. If someone should intend, calling on the influence of powerful officials, to bring a dispute, then he shall obtain and give to Alp Tash Sangun (a piece of) land by this canal.

15) Sa19, lines 10–15 (p.42)

Later and in the future should the family and relatives, the sons and daughters of me, Külüg Tintanch (i.e. the seller), claim and desire this slave, their words shall not be accepted. The words of An Tiräk (i.e. the buyer) shall be accepted. Moreover, if someone should, bringing the power or the influential words of officials, claim and desire him, then (he shall obtain and give) to An Tiräk a slave of equal value that is to (his) liking. An Tiräk shall not suffer loss.

The first point to which I would like to call attention is that in practically all of the first thirteen examples, including number 5, a kind of curse like "the repurchaser shall suffer loss" or "the person bringing the dispute shall suffer loss" is attached, and the nuance of prohibition is extremely strong. On the other hand, there are no expressions like this in the last two examples. Further, if one reads these examples literally, one gets the idea that although repurchasing is prohibited in general, nevertheless there is no restriction if powerful officials act as go-betweens, in which case merely the payment of compensation of equal value makes it possible to repurchase. When compensation is of equal value, that tends to imply recognition of a right to repurchase, rather than prohibition.

At this point I too, like Mori, cannot help but have a strong feeling that this expresses a kind of procedure for repurchase, and that under certain conditions it was possible to repurchase property in Uighur society.³⁶⁾ But equal value compensation and double value compensation are in reality completely different propositions, and the two cannot be discussed on the same terms. There is a large disparity between them. So how did that disparity come about? Since all fifteen

examples belong to the Uighur society of the Turfan Depression, I hypothesize that the disparity is the result of a difference in time periods. Both the contents of the documents and the forms of the script used in them supply evidence to support this conclusion.

From the point of view of content, example 14 shares a number of features in common with example 15 which distinguish these two from the other thirteen documents. Not only does neither one of these documents employ the expression *qorlugh bolzun* or the expression *yul- al- / al- yul-*, but both documents use a method of equal value compensation, and both seem to give the impression overall of being stylistically more primitive than the others. Among the other thirteen examples, however, there is one which, despite employing the expression *yul- al-*, nevertheless only calls for equal value compensation rather than double value compensation. That is of course example 5. This suggests that examples 15 and 14 are most closely associated with each other, with example 5 more loosely associated, and the other twelve examples forming a separate group.

From the point of view of the form of the script, example 15 is written in a typical form of a script that I call “semi-square”³⁷⁾ (*han-kaishotai* 半楷書體) which is older, as I will explain in the following sections 4 and 6, than the cursive script employed in all of the first thirteen examples except (significantly) example 5. Although neither example 5 nor example 14 is written in a typical semi-square script, the form of the script in those two documents can be said to be close to semi-square script.

If we accept that there is a time difference between the two groups, then needless to say documents 15, 14, and 5 (i.e. Sa19, Sa01, and Sa02) would be older than the other twelve documents. This suggests the conclusion that a right to repurchase property, after a completed sale, with equal value compensation was originally a feature of Uighur society, but that over time there was a trend towards, in effect, eliminating that right by mandating double value compensation. In order to make this conclusion more persuasive for the reader, however, we should examine some of the evidence supporting the technique for dating documents through the form of the script.

4. Dating Documents by the Form of the Script

It was in 1985 that I first proposed (1985b, pp.16, 39, and 73) dividing the style of Uighur script into four gradations — square, semi-square, semi-cursive, and cursive. The square script is a calligraphic style, often seen in formal Buddhist or Manichaean sutras; it is also known as “book script”. This style existed continuously from the oldest times straight through to the most recent times. As opposed to this, the semi-square script can be seen characteristically among the Uighur documents found in Tun-huang dating from around the tenth century.³⁸⁾ Although it can occasionally be seen in Uighur documents of indeterminate age which have been found in Turfan, it is never found in documents dating from the

Mongol period, be they from Turfan or from Tun-huang. On the other hand, as is well known, the cursive script (and especially the rapid or running cursive script) is characteristic of the Uighur documents of the Mongol period. For example, all of the nine contract documents which Hiroshi Umemura found to be products of the Mongol period in his article “Iyakubatsu nôkan bungen no aru Uiguru monjo” [Uighur Documents with an Official Forfeiture Clause], including one from the reign of Ögedei as well as one of the famous 1280 Pintung documents,³⁹⁾ are written in cursive script. If there is a time difference, it is natural to assume that the semi-square is older than the cursive. However, there are actually many stages between the semi-square script often found in tenth-century documents and the cursive script associated with documents of the Mongol period. The term “semi-cursive” is available for them, but it is a little bit ambiguous, and I prefer to use either the term “semi-square” or the term “cursive” as much as possible.

At the beginning of a Uighur contract, following the date, is an expression of the debtor’s (or seller’s, or tenant’s) intent, such as “for someone [name + *-qal-kä*] something being necessary [*kärgäk bolup*]”.⁴⁰⁾ In many cases “being necessary [*kärgäk bolup*]” is written in the continuative (what Eckmann calls the “copulative gerund”⁴¹⁾) form, but on closer examination one notices that there are also cases where it appears as “was necessary [*kärgäk bolü*]” in the past tense. Below I have listed all of the documents known at the present time which contain examples of this kind of expression:

sales contracts:	Sa01 (p.4)	Sa20 (p.44)
rental or hire contracts:	RH01 (p.70)	RH02 (p.70)
loan contracts:	Lo01 (p.86)	Lo05 (p.89)
miscellaneous contracts:	Mi29 (p.176)	

Interestingly, when one examines the form of the script used in these documents, all seven of them, without exception, use semi-square script. Considering that, clearly, more than three out of four of all the extant Uighur contract documents are written in the cursive script, this phenomenon is surely not coincidental.

Incidentally, in Yamada’s article “Tamuga to nishan” [Seals and Signatures], which deals with “the seal or the hand-written signature of the party responsible for drawing up the certificate which is always found on a certificate or contract”, he argues that documents which only use the Turkic word *tamgha* (seal) are older than those which only use the Persian loan-word *nishan* (signature) or than those which use both the Turkic and the Persian word.⁴²⁾ I agree with his views. In fact, among the nine documents concerned⁴³⁾ which are written in semi-square script, it turns out that the three for which the relevant portion still exists (in the other six documents the part which would have the seal or signature is missing) all have seals, not signatures. This fact also works in favor of my hypothesis.

Clark, who regards all the extant Uighur contracts as having been written during the Mongol period (the thirteenth and fourteenth centuries), has made an effort to uncover the characteristic marks in all the published documents which demonstrate that a given document does belong to the Mongol period. Yet among the nine documents in question here, the five documents which he examined all proved impossible to classify in this manner.⁴⁴⁾ In other words, even by the criteria of a scholar who seeks to demonstrate that all the extant documents were products of the Mongol period, it is impossible to prove that these documents could not have been produced before the Mongol period.

Certainly it would be futile to attempt to divide all the extant Uighur civil documents into two groups exclusively on the basis of semi-square script (the minority) and cursive script (the majority) and establish a clear chronological distinction between the two. Even among the former documents one can find a number of characteristics that are common among the latter. However there are certain characteristics pointed out in the preceding section and in this section which can only be found in the former documents, and if moreover the forfeiture clauses which are characteristic of the latter documents are not to be found in the former ones, then would it not be natural to consider that there was some real difference between the two groups? Although Clark considers the form of the script to be completely unrelated to the time of composition,⁴⁵⁾ nevertheless, if one considers those documents which can be dated accurately, since documents written in cursive script can only be found in the Mongol period whereas documents written in semi-square script can be traced back as far as the tenth century, I would consider this difference to be based on the difference in time. Since the origins of Uighur contract documents can be traced all the way back to the tenth century, as I have demonstrated,⁴⁶⁾ it follows that there were documents which were produced between that time and the beginning of the Mongol period, although it is logical that there would be relatively few examples recovered from the earlier part of this period. Of course, judging the age of a document by the form of the script is an entirely relative process, and it is entirely possible that the documents written in a script relatively close to semi-square script go down to the Mongol period. In other words, possessing a form of script close to the semi-square form is a necessary but not a sufficient criterion for a document to be judged as old.

In short, as opposed to Clark, who believes that all the Uighur contracts belong to the Mongol period of the thirteenth and fourteenth centuries,⁴⁷⁾ and to Zieme, who is in broad agreement with him,⁴⁸⁾ I would maintain that there must have been Uighur contracts before the Mongol period, that one would expect them to have been written in a form of script close to the semi-square form, and that the nine documents listed above are strong candidates for consideration as examples of pre-Mongol-period Uighur contracts.

5. Napchik

An explication of the following document (Lo06), which was obtained by the second German Turfan expedition at Chiqtim,⁴⁹⁾ was first published by Radloff and Malov.⁵⁰⁾ Later, another was published by Nobuo Yamada under the title “Feruto daika shakuyô monjo”.⁵¹⁾ Here I have given the transcription of this document found in the recently published *Sammlung uigurischer Kontrakte*.⁵²⁾

- (1) *ud yıl ikinti ay bir yangïqa manga*
- (2) *büdüs tutung-qa _____ kidiz krgäk*
- (3) *bolup arslan singqur oghul-ta bir kidiz alti*
- (4) *böz-kä altim birlä barmish arqish yanmish-ta*
- (5) *alti böz birip idurmän arqish-tin idmasar-*
- (6) *-män birär ay birär böz asigh birlä köni birür-*
- (7) *-män qach ay tutsar bu oq yangcha asighi*
- (8) *birlä köni birürmän böz birginchä yoqbar bolsar*
- (9) *ävti-lär köni birzün tanuq yigän tash oghul*
- (10) *bu tamgha män büdüs tutung-nung ol*

The translation runs as follows:⁵³⁾

Year of the Ox, 2nd month, first day.

Because I, Büdüs Tutung, needed felt _____, I obtained from Arslan Singqur Oghul a felt at the price of six cotton cloths.

When the caravan going together [with me] returns, I shall repay by sending the six pieces of cotton cloth with it. Should I fail to send them with the caravan, I shall correctly return them with interest of one piece of cotton cloth per month. However many months I keep them I shall correctly return them with interest at this rate.

Should I flee before I giving (back) the cotton cloth then the persons living in my house (lit. fellow householders) shall give (it back).

Yigän Tash Oghul is witness.

This seal is mine, that of Büdüs Tutung.

This version incorporates several revisions made by the editors in the late Professor Yamada's transcription and translation of this text. Among them, the more important changes are found on line four, where the phrase *barmish arqish yanmish-ta* originally translated as “upon the return of the caravan he is with” has been changed to “when the caravan going together [with me] returns”, on line eight, where “should I not be present” has been changed to “should I flee”, and on line nine, where *inim ali* (“my younger brother *Ali*”) has been read as *ävt(ä)kilär* (“members of a family”). Since the other revisions cause no great changes in the

interpretation of the text as a whole, there is no need to go into them here. The problem I would like to treat is the blank in line two. Yamada read the word in question as *qochinda* and translated it as “from male sheep”, with the following explanation:

6-1 2) *qochinda* Radloff and Malov read this as *Äpchirdä*, “in Eptschir (?)”, but as an unfamiliar word they suggested it could possibly be *äbchintä*, *äpchintä*, *äpchirtä*, or *äpchiktä*. Indeed, I have considered the possibility that it can be read as *äbchindä* and understood as *äbchi-i-ndä*, as an expression based derived from the word *äbchi* / *äwchi*, meaning “wife”. However, in that case, a problem arises from the explanation that the locative-ablative suffix *-nda* is attached to a third person possessive. If one reads the first three letters as *qoch-*, that point becomes easier to understand. In other words, because it seems to have the meaning of *qoch-*, that is, “male sheep”, in that case it could be “made from the wool of male sheep”, and be treated as modifying “felt”.⁵⁴⁾

The document is written in a cursive script, and the word is truly difficult to make out. The difficulty that Radloff and Malov had in reading this word is as it is expressed in Yamada’s note. Zieme, in a letter to Hamilton, had *’äpchigdä*, while a memo from Gabain preserved by Yamada has *quchikda*. Nevertheless, I would like to suggest the reading *napchikda*,⁵⁵⁾ understood as the place name Napchik together with the locative-ablative ending *-da*. The meaning would then simply be “in Napchik”.

In the region of Hami (I-wu 伊吾, I-chou 伊州), an important crossroads on the Silk Road at the far eastern end of the T’ien-shan mountain range inhabited since ancient times by a mixture of different ethnic groups, there were a number of important oasis cities, one of which was named Lapchuq (known as La-pu-ch’u-k’a 拉布楚喀 in the Ch’ing, and spelled “Lapchuck” on Hedin’s and Stein’s maps). Lapchuq was located fifty to sixty kilometers west of Hami. It is generally accepted that the modern name of Lapchuq can be traced through the form “La-chu” 臘竺 found in the early Ming work *Hsi-yü hsing-ch’eng-chi* by Ch’eng Ch’eng back to the form “Na-chih” 納職 found in Chinese works of the T’ang period.⁵⁶⁾ The references to Na-chih in those works are as follows:

A. *Yüan-ho chün-hsien t’u-chih*, ch.40, pp.1028–1030.⁵⁷⁾

a. I 伊 prefecture. [Prefectural capital at] I-wu 伊吾. Lesser [prefecture]. The K’ai-yüan period [713–741] [census recorded] 1729 households. Contains seven townships ... In the Northern Wei [386–534] and Northern Chou [556–581], there were also Shan-shan 鄯善 people who came to reside there. In 610, during the Sui dynasty, they acquired the land and it became I-wu commandery. In the disorder [at the fall] of the Sui, there were also groups of *hu* 胡⁵⁸⁾ who resided there. In 630 the *hu* yearned for civilization and gave their allegiance [to the T’ang], and established I prefecture on that land ... It has jurisdiction over

three counties: I-wu, Jou-yüan, and Na-chih 納職.

b. Na-chih county. Lesser [county]. To the northeast it is 120 leagues to the prefectural city. Established in 630. The walled city was established by Shan-shan people, and the *hu* call the Shan-shan “Na-chih”, so the county was named that.

B. *Chiu T'ang shu*, ch.40, pp.1643–1644.⁵⁹⁾

a. I prefecture. Lesser. Called I-wu commandery in the Sui. At the end of the Sui, various *hu* from the Western Regions occupied it. In 630 they became subjects [of the T'ang], and Western I prefecture was established. In 632 the word “Western” was removed [from the name].

b. I-wu... In the Northern Wei and Northern Chou, Shan-shan *jung* 戎⁶⁰⁾ resided there. At the beginning of the Sui [they] built a walled city to the east of [the site of] the Han [206 B.C–A.D. 220] period I-wu camp city (*t'un-ch'eng* 屯城), which was called I-wu commandery. At the end of the Sui it was occupied by *jung*.

c. Na-chih. In 630 Na-chih county was established where Shan-shan *hu* had built a walled city.

C. *T'ai-p'ing huan-yü-chi*, ch.153, vol.2, pp.355–356.⁶¹⁾

a. I prefecture... In the Northern Wei and Northern Chou, it was inhabited by Shan-shan people. The Sui dynasty set troops to garrison it, and then built a walled city to the east of the old walled city, which was established as I-wu commandery. At the end of the Sui it collapsed and became part of the Western Regions and was inhabited by various *hu*.

b. Na-chih county. Situated 120 leagues to the southwest [of the prefectural city]. Originally three cantons. In 630, during the T'ang dynasty, the county city was established. It was the old [city] built by the Shan (sic!) *hu*, so it was established as “Na-chih county”.

D. *Hsin T'ang shu*, ch.40, p.1046.⁶²⁾

Na-chih. Lesser. Established at the old Shan-shan walled city in 630.

We know from the above sources that, as Shan-shan and Hu (i.e. “*hu*”, “groups of *hu*”, “various *hu*”) peoples had been moving into the Hami region since the Northern Wei dynasty, the city of Na-chih was built by emigrants from Shan-shan (i.e. Lou-lan, the Lop-nor region), and because they referred to Shan-shan as Na-chih, that name was given to the city. It is not at all clear today what was the relationship between the Shan-shan and the Hu, or what was the language from which Na-chih was taken (whether Sogdian, in the Iranian language family, or the Shan-shan language, in the Indian language family). However, as Pelliot first pointed out, the complete text of the fragment of the *Sha-chou I-chou ti-chih* 沙州伊州地志 published by Giles and T. Haneda (Tun-huang

S 367) contains a passage translated by Giles as follows:

Na-chih hsien...

At the beginning of the T'ang period, a native of this place, Shan Fu-t'ò, belonging to the Eastern T'u-chüeh, on account of the oppressive taxation led his fellow-burghers into the desert, and took refuge in Shan-shan, where they dwelt awhile side by side with the T'u-[yü-]hun. Then, passing through Yen-ch'i [Karashahr], they migrated to Kao-ch'ang. Not being comfortable there, they returned home [to Na-chih]. The barbarians call Shan-shan Na-chih, so when these people came back from Shan-shan, they gave this name to their city.⁶³⁾

It is not difficult to imagine that the raw account in this *Sha-chou I-chou ti-chih* formed the source for the four edited accounts in the sources quoted above, but opinions are divided as to how to situate these accounts in the context of the historical record and to what degree they can be viewed as historical reality,⁶⁴⁾ and there is still room for discussion. However, these issues are not directly related to the issue at hand, and I will not take them up here. Here I will just deal with one problem, the question of just what people it was who called Shan-shan "Na-chih", and just what language that represents. As everyone knows, those Hu people in this period with certain specific surnames like K'ang 康 (Samarkand), An 安 (Bukhara), Shih 石 (Tashkent), Shih 史 (Kish), Mi 米 (Maimurgh), Ho 何 (Kushâniya), and Ts'ao 曹 (Kabudhân) can be safely said to have been Sogds, but since there is no known case of a Sogd with the surname Shan,⁶⁵⁾ we cannot declare that Shan Fu-t'ò or his ancestors were pure Sogds.

It seems that Pelliot believed that both the Shan-shan people who earlier (perhaps in the sixth century) built Na-chih and Shan Fu-t'ò (who lived in the early T'ang) were originally Shan-shan people.⁶⁶⁾ Hence he took the character *na* in Na-chih to represent the place name *Nop, which he identified with the name Nob which can be seen in Tibetan documents of the eighth and ninth centuries excavated in Turkestan, the name Lop recorded by Marco Polo in the thirteenth century, and the word Lob in the modern place name Lob-nor. On the other hand, regarding the character *chih* in Na-chih, Pelliot pointed out that the modern place name Lapchuq had the same suffix *-chuq* as Shorchuq, the name of some ruins in the area of Karashahr, and Barchuq, the old name for Maralbashi, and it seems that he saw this as a suffix attached to the word *Nop, but he did not go so far as to say to what language such a suffix might belong. However, Hisao Matsuda maintained that the Hu people who built Na-chih were not descended from Shan-shan people but were rather Sogds who had moved to Shan-shan from across the Pamirs.⁶⁷⁾ As proof he cited the contemporary name of Lou-lan, "Na-fu-po", which was recorded by Hsüan-tsang. "This new name was derived from the Sogdian *na'wa-apa*, meaning new water (perhaps referring to a new lake in the Lob-nor area)", he wrote. Since, as Pelliot has already pointed out, Na-fu-po actually represents a pseudo-Sansritized form of *Nop, namely, *Navapa,⁶⁸⁾

Matsuda's proof is without merit,⁶⁹⁾ but I nonetheless would agree with Matsuda's hypothesis itself, that the Hu people who colonized Na-chih were Sogds from the *Nop region. Seen in the context of an examination (based on Pelliot's and T. Haneda's research) of the entire *Sha-chou I-chou ti-chih*, which makes it clear that the Hami and *Nop regions were both colonized by Iranian *hu* merchants (that is, Sogdian merchants) in the seventh century, Matsuda's hypothesis is very persuasive. The eastward expansion of the Sogds is visible even from Han times, but it was during the Sui and T'ang that they became still more active. Particularly in the sixth and seventh centuries, a considerable number of Sogds came into the Hami region, located on the eastern end of the northern route through the Western Regions (and linked to the Ho-hsi region, the western edge of the original Han Chinese world), and into the *Nop region, similarly situated on the eastern end of the southern route — needless to say into the Turfan Depression — and established several colonies. We can fully expect that, in order to harvest the fruits of the long distance trade which was their original purpose in emigrating, they must have maintained close mutual relations. Contacts among them occurred incessantly, no doubt.⁷⁰⁾ From a historiographical point of view, it is most natural to think first of all of the Sogds as the Hu people who were most likely involved in the building of the city of Na-chih. Furthermore, the suggestion which Bailey (who was the first to think of the problem in this way) put forth from a linguistic perspective, namely, that the *chih* in Na-chih is the Iranian suffix *-chik* which expresses “having to do with” or “person of” when attached to a place name, is still a valid one.⁷¹⁾ According to my colleague Yutaka Yoshida, this suffix *-chik* from the Iranian group of languages is more specifically from the Sogdian language, and if that is true then the name of the city in question came about because Sogdians added the suffix *-chik* to the original Shan-shan place name *Nop to create *Nopchik (= of *Nop, related to *Nop; people of *Nop, (city of) the people of *Nop).

I have connected the mysterious word in the Uighur document (quoted at the beginning of this section) with the name of the city Napchik (=Na-chih) possessing the historical background outlined above and read the word as “Napchikda”. With this reading, does the document still make sense?

To explain the document in question according to my way of thinking, a certain Būdūs Tutung of Chiqtim needed a piece of felt while passing through Napchik on the way to his destination, and he borrowed one piece of felt from a certain fellow-townsmen named Arslan Singqur Oghul who was travelling with the same caravan (or whom he happened to meet in Napchik) at the price of six pieces of cotton cloth, with the additional stipulation that he would pay one additional piece of cotton cloth each month in interest if he was late in making the payment. The payment of the price would be entrusted to the caravan together with which he was presently travelling after (they reached their destination and carried out their business and) the caravan returned to or through Chiqtim (no doubt because he himself would be staying at his destination). Finally, if he were to

flee before making the payment his family in Chiqtim would have to pay it for him. Chiqtim, which must have been the lender's hometown since it was where this document was discovered, is situated about 200 kilometers from Na-chih; both lay within what were the borders of the Western Uighur Kingdom, on the main trunk line between the Hami and Turfan regions. The document is written in a cursive script, and judging from this and from the other evidence it is almost certain that it dates from the Mongol period. Nevertheless, even in that period the former territory of the Western Uighur Kingdom was still known as "Uighuristan" and in both human and economic terms it still comprised a unified region. For this reason, the kinds of transactions described in my interpretation of the document would have been well within the realm of possibility. In short, our document can be interpreted reasonably by reading the word in question as *napchikda*, "in Napchik".

The only remaining doubtful point is whether the pronunciation of the seventh century place name Na-chih (which can be reconstructed as something like **nâp-tsiäk*) and the Napchik of the thirteenth or fourteenth century Uighur document can be connected up with each other or not. The name Na-chih is not attested in Chinese writings of the thirteenth and fourteenth centuries, and even if it were the pronunciation of Na-chih in contemporary northern Chinese dialects would not have been transcribed into Uighur as Napchik. Fortunately, though, we know from the record of a Sung emissary who visited the Western Uighur Kingdom towards the end of the tenth century — the *Hsi-chou ch'eng-chi* 西州程記 (*Kao-ch'ang hsing-chi* 高昌行記) of Wang Yen-te 王延德 — that even at that time the name was still written in Chinese characters as Na-chih. From the second half of the ninth century, when the Western Uighur Kingdom was established, the pronunciations of Chinese characters in this area would have been severed from developments in pronunciation in China proper; my colleague Tokio Takata has called this "the Uighur pronunciations of characters".⁷²⁾ On the basis of Takata's suggestion, the logical reconstruction of the "Uighur pronunciation" of the Chinese characters Na-chih at this time would have been **dap-chik*. However it is fully possible for the old pronunciation of words like place names, which are on peoples' lips all the time, to be preserved without change. In other words, even if the "Uighur pronunciation" of the character *na* 納 had been **dap*,⁷³⁾ it would not have been strange for the same *na* in Na-chih to have remained pronounced **nap*, just as the Chinese characters in Japanese can have Kan'on 漢音 and Go'on 吳音 and TôSô'on 唐宋音 readings. In the "Uighur pronunciation" standard readings of characters could have existed alongside the exceptional readings of characters in place names and other common words. If in fact the tenth-century pronunciation of the name Na-chih was indeed **Napchik*, then there is no obstacle to thinking that the thirteenth and fourteenth century pronunciation could still have been the same. Although this is rather indirect evidence, the fact that the initial consonant in the early Ming name La-chu was an *l-* instead of a *d-* can be seen as support for this argument. There are many cases of the free

alternation between word-initial *n-* and *l-* in northwestern China⁷⁴), but similar alternation between *d-* and *l-* is rare. Thus the name of the region, *Nop, which was the original source for the name of the city of Na-chih, is written in eighth- and ninth-century Tibetan documents as Nob, in the tenth- or eleventh-century Uighur translation⁷⁵) of Hsüan-tsang's biography as Nop,⁷⁶) and had changed to Lop by the thirteenth century (c.f. Marco Polo; the *Yüan shih* has Lo-pu 羅卜·羅不). Perhaps in the case of Napchik as well there was a relatively late change from *n-* to *l-*, and then further a change in the vowel of the suffix (to conform to Turkic vocalic harmony rules) as it was assimilated to Turkic, which resulted in the present form Lapchuq.

As outlined above, my proposal to read the word in question as *napchikda*, "in Napchik", is both historically and linguistically feasible. The form *Napchik, which before this had been entirely conjectural, has now for the first time been established in a phonetic spelling and supported with evidence. Since the original Sogdian form would have had to have been *Nopchik,⁷⁷) it is important that the actual form has been shown to have been Napchik. Professor Takata has suggested to me that there would not have been any Chinese character at that time which could have represented the sound *nop*, but the character *na* (**nâp*) must have been the closest equivalent.⁷⁸) If that is true, it would mean that the Uighur name Napchik was not taken directly from the Sogdian name *Nopchik but rather indirectly through the medium of the Chinese pronunciation.⁷⁹) We can conjecture that the transcription into Chinese characters (*na-chih*) and the corresponding contemporary Chinese pronunciation had taken root during the T'ang domination of the Western Regions in the seventh and eighth centuries⁸⁰) and then had been adopted in that form by the Uighurs of the Western Uighur Kingdom (in the eastern T'ien-shan region, including the Hami area) in the latter half of the ninth century.

6. The Term *yunglaghliq* / *yonglaghliq*

The term YWNKL(°)XLYX, which appears mainly in Uighur contracts and particularly in sales contracts, has been read and explained in a variety of ways up to the present time. Among them is that found in Nobuo Yamada's article dealing with forms of sales contracts, under the heading "Seller and motives", where the following standard formula is cited:

[B] *manga*, <name of the seller>-*qa*, *yunglaqligh* <article> *kärgäk bolup*
 "to me, to _____, a useful _____ has become necessary"

After explaining that the second blank can contain names of goods such as *böz* (cotton cloth), *kümüş* (silver), *chau* (paper money), *qarchliq* [more correctly, *qarchliq*] (expenses), or *tawar* (financial resources), Yamada continues:

Further, Radloff usually translated the fixed expression *yunglaqligh* as “vollwertig”, and in the case of paper money as “münzwert habende, geldwertig”, explaining it in the sense of having value circulating as currency. Malov too gave the translation “upotrebitel’nyj” (to circulate; suitable for use as currency) in addition to the usual meaning “to move”, and Feng Chia-sheng as well has translated it as *t’ung-yung ti* [that which circulates]. However, judging from the fact that it is also used in conjunction with *tawar* (financial resources) as mentioned above, it would probably be most appropriate to explain it as Gabain has, as meaning “gebrauchen” (to use), derived from the Chinese word *yung* (to use). Nevertheless, it is apparent that this term is limited to sales contracts; in loan contracts, although there are similar phrases expressing motive, and even though the goods to be loaned such as *böz* or *kümüsh* are recorded, this term is certainly never added. Among the sales contracts, there are no exceptions to be found (aside from USp 16 [Sa28] where the term *qarchliq* is used), and furthermore, among all the cases where this term is used, there are only four cases outside of sales contracts, in what might be called “quasi” sales contracts: three among apprenticeship contracts (USp 14, 15 [Mi20, Mi28],⁸¹⁾ Ma-Ol 1 [Pl 01]) and one among adoptions contracts (Ma-Ol 2 [Ad01]). One can say that this was entirely a fixed term for sales contract forms.⁸²⁾

Gabain once hypothesized that the stem YWNK of the term YWNKL(‘)XLYX can be seen as the Chinese word *yung* 用 (to use)⁸³⁾, but afterwards she presented another hypothesis, suggested by Shun Suzuki’s English article in *Acta Asiatica* 6 (1964), that it came from a different character *yung* 庸, that in the tax expression *tsu-yung-tiao* 租庸調 (land tax, corvée labor, and cloth tax), meaning “Fronddienst, Anwendung”.⁸⁴⁾ At this point one cannot say which is her final view.⁸⁵⁾

The next person to carry out a relatively detailed investigation of this word was Hamilton, who published an annotated translation of the Uighur land sale contract excavated in Yar-khoto in the Turfan Depression. He pointed out that there exist similar phrases, which correspond to the fixed expression B from the Uighur documents given above, in the Chinese sales contract documents of the T’ang and Sung periods, mainly in those excavated in Tun-huang.⁸⁶⁾ Hamilton took it almost as a given that the stem YWNK of YWNKL(‘)XLYX did come from the Chinese *yung* (“to use”, although he reconstructed YWNKL’- as *yongla-* rather than *yungla-*). Since, as I pointed out in the first section of this article, the Chinese contracts of the T’ang and Sung did serve as the models for the earliest forms of the Uighur documents excavated for the most part in Turfan, one can say that Hamilton’s methodology is correct.⁸⁷⁾

Incidentally, Hamilton translates *yonglaqligh* as “de consommation”, and Zieme, in his annotated translation of the land sale contract in the Berlin collection excavated at Murtuq (within the Turfan Depression), followed him in translating it as “zur Konsumtion, zur Gebrauch”.⁸⁸⁾ Afterwards, in the glossary to the *MOTH* collection published by Hamilton in 1986, some confusion is

introduced with the definition for *yonglagħ* (*yonglaqʔ*) — “utilisation, consommation. [Dérivé en -*gh* ou -*q* du verbe *yongla-*, emprunté au chinois *yong*, «utiliser», dont la voyelle était plutôt -*o-* en moyen chinois.]” — but the meaning for the entire YWNKL(ʔ)XLYX is still given as “relevant de l’utilisation, relatif à la consommation”, so basically there is no change.⁸⁹⁾ Further, the dictionaries which are the two pillars of ancient Turkic, *DTS* and Clauson’s 1972 *An Etymological Dictionary of Pre-thirteenth-century Turkish* give “puskaemyj v raskhod, prednaznachennyj dlja raskhoda” (to supply for expenses, to be anticipated for expenditure) for *yunglaqligh* (*DTS*, p.281b) and “Possessive Noun/Adjective from a Deverbal Noun from *yungla-*; ‘intended for use’ ” for *yunglagħligh* (Clauson 1972, p.952a) respectively.

Let us set aside for the time being our discussion of *yung/yong-laq/lagh*, and turn instead to the suffix of the term YWNKL(ʔ)XLYX, that is, -LYX. Specifically, let us address the fact that previous scholars have unanimously read this as -*ligh*.

YWNKla- being the stem YWNK with the denominal verb suffix -*la-* attached to it,⁹⁰⁾ the meaning is “to use, to consume”. In any case the subsequent -*q* or -*gh* is the marker for a deverbal noun.⁹¹⁾ Yamada and Hamilton and Zieme all apparently consider that the entire term in question is completed with the addition of the denominal noun/adjective ending -*ligh*. The functions of this -*lgh/-lg* are numerous and varied,⁹²⁾ but as demonstrated by the more representative meanings — “mit etwas versehen, zu etwas gehörig”,⁹³⁾ “possessing or having something”,⁹⁴⁾ “muni de, appartenant à, rattaché à, originaire de, etc.”⁹⁵⁾— it expresses possession, subordination, or affiliation with the noun to which it is attached. Therefore, previous scholars have rendered it in a variety of ways, depending on the context, such as “*mochiubeki*” (“appropriate for use”), “de consommation; relevant de l’utilisation, relatif à la consommation”, “zur Konsumtion, zur Gebrauch”, or “intended for use”.

Erdal however in his 1991 work entitled *Old Turkic Word Formation* has stated clearly that, while it is impossible to say whether the -X standing for the deverbal noun ending should be read as -*q* or as -*gh*, the -LYX standing for the denominal noun ending should be read as -*liq* and not as -*ligh*.⁹⁶⁾ This -*lq/-lk* is also a denominal noun/adjective ending and likewise has numerous and varied functions; basically it is attached to a noun, but in function it is completely different from the ending -*lgh/-lg*. As representative explications of the meaning of the ending -*lq/-lk*, we might cite Gabain, “Konkrete, Abstrakte”,⁹⁷⁾ or Hamilton, “suffixe nominal dénominatif exprimant la généralisation: il forme des noms abstraits ainsi que des noms d’endroit où telle chose se trouve”.⁹⁸⁾ That is, it is thought that if the noun is originally a concrete noun the ending makes it abstract or general, and if it is originally an abstract noun the ending makes it concrete. However Erdal has carried out a thorough investigation of all the words which end in -*lq/-lk*, including some which were misread as -*lgh/-lg*, and has come to advocate an entirely new hypothesis.⁹⁹⁾ According to him, this ending adds a sense of “purpose” or “designation” to the original noun, and corresponds

to the English preposition “for”. Below are some of the examples given by Erdal:

nägülik: to what purpose

apamuluq: for eternity

üch yilliq: for three years

bing yilliq tümän künlük: for a thousand years and ten thousand days

ädgü ögli teginkä qulluq barir biz: We are going to the well-minded prince to serve (him) as slaves.

bäglük urı oghlung qul bolti: Your sons, who should have been lords, became slaves.

baghchiliq qarabash: a slave to serve as gardener

borluq: vineyard

chächäkklik: flower garden

yimishlik: orchard

tngrilik: temple, sanctuary

aghiliq: treasury

suwluq: water vessel

atliq: stable

ashliq: kitchen

qinliq: penitentiary

ögänliklär: a canal system

qanliq: kingdom

qanliq böz: cloth for the king

tonluq böz: cloth for making clothes

iki tonluq böz: cotton cloth for two dresses¹⁰⁰⁾

Regarding the term in question, YWNKL(°)X-liq, Erdal reaches the conclusion that “It refers to merchandise which is *meant for* use, not such that is already in use”.¹⁰¹⁾ In other words, the term in question would correctly be translated as “intended for use, intended for consumption”. This happens to be practically the same as earlier translations, which were adapted to the context even while reading the term as YWNKL(°)X-lich. However, the process of arriving at that meaning is greatly different, and henceforth Erdal’s hypothesis merits our complete support. Here, I would like to introduce one other strong piece of evidence in favor of it.

Since the publication in 1989 of my article “Toruko Bukkyô no genryû to ko-Torukogo batten no shutsugen” [The Origins of Turkic Buddhism and the Appearance of Buddhist Scripture in Old Turkic] I have been paying attention to whether or not a distinction between word-final *-q* and *-gh* might be indicated by the length of the tail of the Uighur letter.¹⁰²⁾ This has been part of an overall effort to judge the period of composition of documents within the entire corpus of documents written in Uighur script not only on the basis of the form of the script, but also on the basis of format, terminology, grammar, and content. At the same time, I have been trying to divide the secular documents, including

contracts, into two groups, a “new” group which for all intents and purposes corresponds to the Mongol period, and a relatively “old” group of documents from earlier periods.¹⁰³⁾

Hence, following this line of thought, I would like to take up those sales contract documents containing the term YWNKL(‘)XLYX which I believe can be classified as part of the older group:¹⁰⁴⁾

- 1) Sa01 = Or. 8212-106, London
- 2) Sa02 = Ot. Ry. 1414a, Kyoto
- 3) Sa03 = T III M 205 (U 3908), Berlin
- 4) Sa04 = T III M 205d (U 5241), Berlin
- 5) Sa06 = 3 Kr. 39, St. Petersburg
- 6) Sa07 = 3 Kr. 41, St. Petersburg

Since these documents all belong to the older group, they are all of course written in the older forms of script, that is, the semi-square or semi-cursive forms. However, not all semi-square and semi-cursive form writing preserves a distinction between *-q* and *-gh* in the length of the tail of the letter. In the 1989 article mentioned above, I reached the following conclusions about the distinction between *-q* and *-gh* based on the length of the tail of the letter, after having examined almost all the Uighur documents whose photos had been published: (1) The distinction is basically present in Manichaean documents. (2) The distinction is basically not present in Buddhist documents. (3) The distinction is basically not present in secular documents (including documents from around the tenth century excavated from the famous cave at Tun-huang). The third conclusion was reached from a consideration of whole Uighur secular documents, more than three out of four of which are written in the cursive form of script. If we restrict our attention to just those documents written in the semi-square or semi-cursive forms of script, the situation becomes slightly different. That is, there is a definite tendency for that distinction to disappear, even in the case of the “old” group tenth-century documents excavated from the famous cave at Tun-huang,¹⁰⁵⁾ and though it is rare for the distinction between *-q* and *-gh* to be preserved among these documents, it is still found.¹⁰⁶⁾ When I reexamined the six sales contract documents cited above with respect to this point, surprising results were obtained. (A long tail is denoted by Q, a short tail by X.)

- | | | |
|-------------------------|----------------------|---------------------|
| 1) no distinction | Y//KL///// (line 2) | |
| 2) probable distinction | YWNKLX-LYQ (line 2) | |
| 3) probable distinction | YWNKL'X-LYQ (line 2) | SWβ'X-LYX (line 3) |
| 4) clear distinction | YWNKLX-LYQ (line 2) | SWβ'X-LYX (line 20) |
| 5) clear distinction | YWNKL'X-LYQ (line 2) | |
| 6) probable distinction | YWNKL'X-LYQ (line 2) | |

In short, in five out of six cases there appeared to be a distinction, and the two cases where there is indisputably a clear distinction definitively establish that the

word in question is not spelled as YWNKL(°)X-*ligh* but rather as YWNKL(°)X-*liq*.¹⁰⁷⁾ To tell the truth, up to this time I had believed the accepted view and taken the term in question as YWNKL(°)X-*ligh*, so it had never entered my mind that there was any distinction between *-q* and *-gh* by long and short tails to be found in the contract documents. However, when I reexamined them with Erdal's hypothesis in mind, an entirely new perspective on the issue opened up. With these results, not only has Erdal's hypothesis been strengthened, but my own belief that it is possible to date civil documents on the basis of various characteristics such as the form of the script (as well as the method for doing so) has been reinforced as well. It should not be excessive at this point to state that Clark's hypothesis dating all Uighur civil documents to the Mongol period (13th and 14th centuries) is now a thing of the past.

7. The Times and Places of Composition of Two Testamentary Documents

As Hiroshi Umemura has already pointed out, among all the extant civil documents there are at this point in time six ones which deal with the inheritance and division of family property.¹⁰⁸⁾ Among them there are two documents which contain virtually complete details on the testamentary dispositions and which furthermore have survived intact: WP01 and WP02.¹⁰⁹⁾ Photographs of both of these documents had already been published before, and considerable research has already been carried out on explicating both of them. Nevertheless, it appears that no one has yet noticed that both documents were written in the same hand. The twenty-third line of the former document contains the phrase *män Qaysin ayitiip bitidim* ("I, Qaysin, had this dictated and wrote it"), while the twenty-first line of the latter document contains the almost identical wording *män Qaysin Tu ayitiip bitidim* ("I, Qaysin Tu,¹¹⁰⁾ had this dictated and wrote it"). Once one reexamines them in light of this, several other facts emerge. The cursive script employed in the two documents is remarkably similar: particularly noteworthy are the shapes of word-final *l*, *r*, *n*, and *y/i*, the shapes of *-kä*, *män*, *tip*, and *bir*, and the space after the letter *z* in the middle of words, among others. Both free alternation between *t* and *d* and the dot written for the letter *n* are present, while free alternation between *s* and *z* is not present. Certain expressions are identical in the two documents: *aghür igkä täg* ("contract a serious illness"), *ichgärü aghüliq* ("inner treasury"), *aghür qiyn-qa täg* ("receive severe punishment"), and *üskintä* ("in the presence of"), among others. Not only are there many common elements but the overall style of the writing in the two documents is practically identical; the conclusion that the two were written by the same hand is unescapable. The difference between the two forms of the name of the scribe, Qaysin and Qaysin Tu, does not present a problem: "Tu" as part of a personal name is perhaps an abbreviation of the word Tutung which appears frequently in the names of Buddhist monks,¹¹¹⁾ and certainly it would not have been mandatory for it to have been recorded in a document. Among the names of the witnesses at the time of

the composition of each document is one which appears in both documents, Ikichi; this may have been actually the same person in each case.

It goes without saying that determining the time and place of composition is an important part of research on secular documents. While Umemura has determined that the former of the two documents (WP01) was composed during the Mongol period and he has hypothesized that the latter (WP02) was as well, as regards the place of composition, while it is clear that the former document was composed at Chiqtim he is content with the general statement that the latter was composed somewhere in the Turfan Depression.¹¹²⁾ However, now that we have established that both documents were written by the same person, it should be possible to conclude that the latter document was also composed during the Mongol period and also, most likely, at Chiqtim. If that is the case, then lines thirteen to sixteen of the document need to be reinterpreted. That is, in the following, the word *baliq* ("city") must refer not to the capital of the Turfan Depression, i.e. Qocho (Kao-ch'ang), but rather to the local city of Chiqtim, which is at the eastern end of the Turfan Depression:

WP02, lines 13–16: *chmlasar-lar ichgärü aghiliq-qa bir altun yastuq qocho bägingä bir at baliq bägingä bir ud birip aghär qäyn-qa tägzün* (p.136)

If they do bring a dispute, they shall give one yastuq of gold to the Inner (Royal) Treasury, one horse to the *beg* of Qocho, and one cow to the *beg* of the city and receive severe punishment.

This point clears up any doubt on the matter. There is certainly no question at this point that Chiqtim possessed the size to justify its being referred to as a city.¹¹³⁾

Incidentally, in lines eight to ten of the same document, we find the following expression:

WP02, lines 8–10: *bu küntä mäncha burxan qulı-nıng örü tagh-qa qoñı quum-qa barsar öz köngül-inchä buyan birip yorizun* (p.136)

From this day forth, let Burxan Qulı go as he wishes, whether up to the mountains or down to the desert, with good fortune.

This supplies further justification of Yamada's hypothesis that if one speaks of directions in the dialect of the Turfan Depression, "up" refers to the T'ien-shan mountains to the north and "down" refers to the deserts to the south.¹¹⁴⁾

Henceforth, with the supposition that these two documents both belong to the same period, the same place, and the same society, it should be possible to produce a variety of interesting hypotheses.¹¹⁵⁾

Notes

- 1) cf. Yamada et al. 1987, pp. 8–12; Yamada et al. 1993, vol. 2, pp. ix-x (in Japanese) and xiii-xiv (in German).
- 2) Mori 1961a, 1961b, 1961c (English translation of 1961b), and 1967. Regarding their history in earlier periods, see Yamada 1965, p. 166, and Clark 1975, pp. 75 and 78. In the process of reviewing previous research, Clark correctly praises Yamada and Mori's work (1975, pp. 78–82). cf. Hamilton 1969, p. 28.
- 3) Moriyasu 1985a, pp. 51–62.
- 4) Clark 1975, Chapter III, pp. 97–196.
- 5) cf. Clark 1975, pp. 110 and 183; Umemura 1977a, pp. 011–014, no. IV.
- 6) Clark 1975, p. 196.
- 7) See for example documents TI 576 (U 5368), T III 215/500 (U 5797), T III 1153 (Ch/U 6100), and T III 173/119 (Ch/U 6101). The late Professor Yamada has left two sets of photographs of the Uighur documents in the Berlin collection, one in the Oriental history research room of the Faculty of Letters at Ōsaka University and the other in his home, in which pictures of these documents can be found.
- 8) This document is T III 1153. As for *ch'ang-t'ien*, see Ikeda 1973, note 27 (pp. 94–96) and supplementary note 3 (p. 112); Hoshi 1975, pp. 89–90; and K'ung 1986, pp. 50–51. Of course this term can also be found before the T'ang in the period of the Kao-ch'ang Kingdom.
- 9) *DTS*, p. 293; Clauson 1972, p. 704; Eckmann 1976, p. 161.
- 10) Hamilton 1969, pp. 35 and 42 (for example 4); Zieme 1974, p. 298 (for example 5); Zieme 1976, pp. 246 (for examples 2, 3, and 6) and 247 (for example 7); Zieme 1977, p. 150 (for example 7).
- 11) Bailey 1979, p. 54, gives "enclosure, ward, quarter of a town".
- 12) Zieme 1980a, pp. 211–212.
- 13) All three of these examples are found in Zieme 1980a, p. 211.
- 14) Tekin 1980a, vol. 1, pp. 92, 94, and 97; vol. 2, p. 65.
- 15) Tekin 1980b, pp. 145 and 148.
- 16) However there are still considerable problems, both historical and linguistic, with seeking its origins in the Khotan word *karāna* or the Bactrian word *KAPAHO*. While first recognizing that this is not a problem which can be resolved overnight, I have merely sought here to make Zieme's and Tekin's somewhat vague definitions rather more precise.
- 17) Shōgaito 1980, pp. 15 and 22 and pl. V (the text only was reprinted in the book cited in the following footnote, on pp. 191 and 198). In 1985 Professor Shōgaito and I found that the original of this document is held in the Fujii Yūrinkan 藤井有鄰館 collection in Kyōto.
- 18) Shōgaito 1982, pp. 94–95.
- 19) Clauson 1972, p. 688; Dankoff/Kelly 1982–85, part 1, p. 277, and part 3, p. 99 (see '*kābit*'). In addition, the eleventh-century *Kāshgharī* gives the Arabic gloss *ḥanūt* for the word *kābit*, apparently corresponding to a Chinese word *ti-tien* 邸店 which means inns or facilities where merchants were allowed to stay and goods brought by merchants could be stored in a warehouse and which could also serve as a middleman in business transactions. Cf. Satō 1981, pp. 77–79 and 430. Furthermore I received information that this *kibit/kābit* might be borrowed from Sogdian from my colleague Yutaka Yoshida (cf. Henning 1948, pp. 317–318). Even though I do not agree

Postscript: While this manuscript was being translated into English, my fourth article in this series on Uighur documents, "Uiguru monjo sakki, IV" (*Nairiku Ajia gengo no kenkyū* 9, 1994, pp. 63–93), appeared in print. That article takes the method of determining the age of documents through a combination of format and script another step forward, but the conclusions from that article have not been incorporated here. Thus, I would appreciate if the Western scholars could endeavor to read my last article in Japanese before criticizing the present one.

- with the aforementioned Zieme hypothesis, there is nevertheless a strong possibility that the word in question, *kidin*, is derived from a western source.
- 20) The *HsinT'ang shu*, ch. 221a (Chung-hua shu-chü 1975, p. 6230), expresses the fact that Kucha and Khotan had officially recognized red-light districts using the same character *ssu* 肆 found in the aforementioned Chinese-Uighur Buddhist sutra.
 - 21) Ikeda 1968 (see in particular pp. 3, 26–27, 32, 35, 173–176 and 191–192). Note that this material was reprinted with some revisions in the date and text in Ikeda 1979, pp. 447–463.
 - 22) *Liang shu*, ch. 54 (Chung-hua shu-chü 1973, p. 811).
 - 23) The term *chiao-yung* 交用 (“to use in a transaction, to use as currency”) is found in documents from Turfan in the T'ang dynasty. Cf. *T'u-lu-fan ch'u-t'u wen-shu*, vol. 6 (Peking, Wen-wu ch'u-pan-she, 1985), pp. 410, 420, and 424.
 - 24) In a land sale document composed in Arabic dating from the Qarakhanid period (1135) excavated in Yarkand, the phrase “27,000 excellent, valid *dirhams* of the currency of the cities of Kâshghar and Yârkanda” (Gronke 1986, p. 504) is found as an expression of the price.
 - 25) Mori 1961a, p. 16.
 - 26) Yamada 1963, p. 52. Cf. Yamada 1967, pp. 106–107.
 - 27) Yamada 1963, pp. 51–53.
 - 28) Mori 1961a, pp. 6–8; Zieme 1974, p. 299; Ramstedt 1940, p. 9; Yamada 1963, pp. 51–52; Yamada 1972, Nos. 2–7, pp. 198, 202, 206, 208, 213, 217, 219 and 267 (glossary).
 - 29) Clauson 1972, pp. 124, 918.
 - 30) Clauson 1972, pp. 799, 925; *DTS*, p. 491; Yamada 1972, p. 211, n. 74.
 - 31) Clauson 1972, p. 925; *DTS*, p. 278.
 - 32) Cf. Yamada 1968, pp. 90 and 101–102; Adams 1968, pp. 55–57 and n. 9.
 - 33) Mori 1961a, p. 13 and n. 54.
 - 34) Mori 1961a, n. 55.
 - 35) Yamada 1961, p. 212.
 - 36) Umemura also uses the expression “a *beg* who intervenes in the dissolution of a sales contract”, suggesting the possibility of abrogating contracts. Cf. Umemura 1977b, p. 12 and n. 39.
 - 37) Moriyasu 1985b, pp. 16 and 39. Compare the form of the script of the document containing the example 15 text, published in Zieme 1977, pl. VII, with the form of the script in the tenth-century Tun-huang documents Nos. 23, 24, 25, 26, 30 and 36 published in Hamilton 1986.
 - 38) Semi-square script is not as neat as square script, nor is the spacing between the letters as close, but there is more of a feeling of strength than there is with square script, the letters being in most cases thick and large. The shapes of the individual letters peculiar to the semi-square script are as follows (when regarded as written vertically): the teeth of the *aleph* and the *tau* (particularly in word-initial position) slant to the upper left; the loop of the *vau* is angular and sticks out slightly to the upper left; the back of the *pe* and *caph* are unrounded and droop to the lower right; at times the *jod* also slants up to the left, and there are cases where it is difficult to distinguish from the *aleph*; the letter *lamed* (Sa02 and Lo17 are exceptions), which slants down to the left and makes a sharp-pointed turning, does not reach the central line. In some cases *-q* is distinguished from *-gh* by having a longer tail. Square script possesses the same tendency for the individual letters to go to the upper left or lower right, but in semi-square script this vector is more pronounced. Practically all of the documents excavated from the famous cave at Tun-huang and collected in Hamilton 1986 may be taken as examples of this type of script (the only exceptions are Nos. 1, 2, and 4, written in square script, and No. 12, written in semi-cursive script, and furthermore the possibility exists that No. 12 actually belongs to a Mongol period cave [cf. Moriyasu 1985b, chap. 1] and was mixed in with the others by accident). All of these belong to the period around the tenth century. In addition, the famous “stake inscription” (Pfahlschrift), which has been dated to the year 1008 (cf. Moriyasu 1991, p. 151), is also in semi-square script. The documents Sa19, RH01, and RH02 are representative examples of semi-square script.
 - 39) Umemura 1977a. These nine documents are reedited in Yamada et al. 1993, vol. 2: I=Sa11, II=Sa12, III=Sa27, IV=Ad01, V=Mi01, VI=WP01, VII=Mi03, VIII=Em01, and IX=WP02.

- 40) Cf. Yamada 1963, p. 38; Yamada 1965, pp. 104–105 and 139.
- 41) Eckmann 1966, pp. 148–151.
- 42) Yamada 1978, pp. 345–357.
- 43) Three are cited in the previous section as examples 5, 14, and 15. Seven are listed above in this section, including one of the three from the previous section (example 14, i.e. Sa01), giving a total of nine: Sa01, Sa02, Sa19, Sa20, RH01, RH02, Lo01, Lo05, Mi29.
- 44) See Clark 1975, pp. 187–193, where the five documents are numbered 15, 22, 29, 34, and 35.
- 45) Clark 1975, pp. 112–115. Perhaps for that reason Clark treats all the cases which I see as close to a semi-square form of script as cursive script without bothering to make any distinction. However, the document in example 15 (in the previous section, i.e. document Sa19) — a perfect example of semi-square script — was first published by Zieme in 1977, so it would have been impossible for Clark to have considered it. Incidentally, the document for example 15 is damaged precisely at the place where one would expect to find the phrase *kärgäk bol-*. See note 48.
- 46) See Moriyasu 1989a, pp. 51–54, and section I of this article.
- 47) Clark 1975, pp. 97–196.
- 48) Zieme 1980a, pp. 206–207. Zieme only deals with thirteen rental agreements in this article; he says that virtually all of the thirteen date from the early or middle fourteenth century, or at the very earliest perhaps from the late thirteenth century. But we can find two documents among his thirteen which are written in semi-square script and contain the phrase *kärgäk bolli*. The reader can confirm this for himself by comparing documents D and M in Zieme's article, which correspond to RH01 and RH02 in our new book *Sammlung uigurischer Kontrakte* (Yamada et al. 1993), with others either in the same article or in our new book. All the others are written in cursive script. Since Zieme has estimated that those two documents also date from the fourteenth century, and since he has asserted in other articles (Zieme 1977, pp. 149–154; Zieme 1980b, p. 274) that both document Sa19 (unmistakably in semi-square script) and the document for a loan of wheat written on the back of the same piece of paper (i.e. Lo17, apparently also in semi-square script) date from the Yüan dynasty, it would seem that Zieme does believe, like Clark, that the style of script is unrelated to the age of the document. Zieme's tentative reading of a word in the final line of the document Sa19 as *anvushi*, which he explains as the Yüan dynasty official post of pacification commissioner (*an-fu shih* 安撫使), also can not be accepted. The word should be read not as *anvushi* but as *qayusi*. (Zieme himself carried out this correction in the course of the editorial work on the *Sammlung uigurischer Kontrakte*. Zieme has now come to agree with my view, as we have discussed this problem in the course of our editorial work.) Furthermore, the document Lo17 on the reverse side of the document Sa19 bears a *tamgha*, not a *nishan*, and appears to even have a distinction between word-final *-q* and *-gh* through long and short tails, a feature that is extremely uncommon in civil documents. I have already called attention to the validity of using this feature as a characteristic mark of age in my earlier articles (1989b, pp. 3–4; 1990b, pp. 149–150).
- 49) This place was known as Ch'ih-t'ing 赤亭 in the T'ang, Tse-t'ien 澤田 in the Sung, and Ch'i-k'o-t'eng-mu 齊克騰木 in the Ch'ing; the modern Chinese name is Ch'i-k'o-t'ai 七克台. Hedin and Stein call it Chik-tam, and the *Operational Navigation Chart* gives Qiktim.
- 50) Radloff 1928, document No. 63. In this work however the incorrect transcription Ciglim was given.
- 51) Yamada 1965, pp. 188–190.
- 52) Yamada et al. 1993, pp. 89–90. The problematic word (here shown as a blank) is given there as *napchikda*, following my interpretation (cf. Moriyasu 1990a, pp. 72–80), as explained below.
- 53) The German translation can be found in Yamada et al. 1993, p. 90. The problematic word (here shown as a blank) is translated “in Napchik”, following my interpretation.
- 54) Yamada 1965, p. 189, item 6–1.
- 55) In Uighur script (particularly in cursive or semi-cursive writing) there is hardly ever a distinction between *n-* and *'-*. In this document the only completely certain example of the letter *n-* is in the word *nung* in the tenth line, but the first letter in the word in question here has the same shape.

- 56) Pelliot 1916, pp. 117–119; Stein 1921, vol. III, p. 1157; Matsuda 1961, p. 879; Ts'en 1966, p. 707; Feng 1980, p. 59; Yen 1985, vol. 2, p. 456.
- 57) Peking, Chung-hua shu-chü, 1983.
- 58) *Hu* is a general term for certain non-Chinese, often Indo-European peoples from Central Asia.
- 59) Peking, Chung-hua shu-chü, 1975.
- 60) *Jung* is a general term for non-Chinese from the west.
- 61) Taipei, Wen-hai ch'u-pan-she, 1963.
- 62) Peking, Chung-hua shu-chü, 1975.
- 63) Pelliot 1916, p. 118; Giles 1932, p. 840, plates XI-XII; Haneda 1957, pp. 590–591.
- 64) Pelliot 1916, p. 118; Giles 1932, p. 840; Matsuda 1961, pp. 878–879.
- 65) Cf. Kuwabara 1968, pp. 309–343; Hsiang 1957, pp. 12–24; Pulleyblank 1952, pp. 317–323.
- 66) Pelliot 1916, pp. 118–119.
- 67) Matsuda 1961, p. 879.
- 68) Pelliot 1916, p. 119; Pelliot 1963, p. 770. See n. 77 below.
- 69) Mizutani (1971, p. 408, note) also calls Matsuda's hypothesis into question, but nevertheless it does not transcend the old hypothesis that *Na-fu-po* represents *Nava-pura* ("new capital") > **Nawapa*. Ts'en (1981, p. 17) commits the same error, but goes even further and claims that Na-chih is a phonetic transcription of the Sogdian *noch* (or *nochi*, *nochik*), meaning "new". While at least possessing the merit of paying some attention to Sogdian, this hypothesis is complete and utter nonsense.
- 70) Pulleyblank (1952, pp. 347–354: "Appendix.—The Sogdians of Hami and Lop Nor") also addresses the relationship between the Sogds of Hami and Lop Nor, but he draws rather arbitrary conclusions from essentially the same set of sources as Matsuda, and his article should be used with caution.
- 71) Bailey 1953, p. 536. In a footnote he also adds: "In Turkish the suffix became *-chuq* in Lapchuq."
- 72) Takata 1985.
- 73) In the Ho-hsi 河西 dialect of the time it would also have been **dâp* (Takata 1988, p. 352, No. 0542). The place name Dapâci found in the so-called Staël-Holstein scroll (cf. Bailey 1951, p. 13) was identified with Na-chih by Thomas (1936, pp. 793–794). "Dapâci" would not have been a transcription of **Napchik* but rather a transcription in the Brâhmî script of the Ho-hsi pronunciation of the Chinese characters 納職.
- 74) Cf. Stein 1921, vol. I, p. 322.
- 75) Cf. Moriyasu 1985a, p. 60.
- 76) Cf. Tugusheva 1980, pp. 29–30 and 63.
- 77) As mentioned previously, Pelliot's conjecture based on the Tibetan "Nob" and Marco Polo's "Lop" is accurate, but it becomes even clearer from the word "Nop" found in the Uighur translation of Hsüan-tsang's biography. Although the original Chinese text of Hsüan-tsang's biography only has "Na-fu-po", the reason that that name was written in Uighur just as "Nop" must have been because the Uighur translators in the Western Uighur Kingdom (that is, in the eastern T'ien-shan region) knew the original name in its correct form.
- 78) However, this idea was already set forth in Pelliot 1916, p. 119.
- 79) Pelliot had already come up with a similar conjecture based on the fact that the modern place name is not Lopchuq but rather Lapchuq (Pelliot 1916, p. 119).
- 80) "K'ang Na-chih" appears as the name for a Sogdian person in a Chinese document (64 TAM 35:22) excavated at Turfan. This document was dated as late seventh or early eighth century in the *T'u-lu-fan ch'u-t'u wen-shu*, vol. 7 (Peking, Wen-wu ch'u-pan-she, 1986), pp. 490–491.
- 81) However, we now no longer believe that these two documents really are apprenticeship contracts; cf. Yamada et al. 1993, pp. 165–167 and 174–175.
- 82) Yamada 1963, pp. 38–40. This corresponds to pages 90–92 in the English version of the article (Yamada 1967). However, here I do not quote from the English version, but present a fresh translation instead.
- 83) Gabain 1950, p. 357.

- 84) Moreover that view has been repeated twice: see Gabain 1966, p. 138; Gabain 1973, pp. 60–61 and 230.
- 85) The new edition of her *Alttürkische Grammatik* (Gabain 1974) retains the old explanation deriving the word from the Chinese *yung* 用, despite what is written in the 1966 and 1973 articles.
- 86) Hamilton 1969, pp. 36–37. The sales contract in question is Or 8212–106 [Sa01]. Some of the examples from Tang and Sung documents are: *wei (yüan) ch'üeh shao liang yung* 爲(緣)闕少糧用 (S 3877 v2 & v4—cf. Yamamoto/Ikeda 1987, No. 265 & No. 264), *wei yüan ch'üeh shao yung tu* 爲緣闕少用度 (S 3877 v7—cf. Yamamoto/Ikeda 1987, No. 269), and *fu yüan chia chung yung tu so huan, ch'ian ch'üeh p'i po* 伏緣家中用度所換欠闕疋帛 (S1946—cf. Yamamoto/Ikeda 1987, No. 286).
- 87) However at this stage Hamilton took not only sales contracts but also loan contracts as the object of comparison; this step was premature. As can be seen in the article cited above, since Yamada considers the term *yunglaqligh* to be a special characteristic of sales contracts, Hamilton has misunderstood this point of Yamada's argument. Truly this term YWNKL(°)XLYX appears principally in sales contracts, but this is not to say that there are no exceptions. Although Yamada and Hamilton had not noticed it at the time that their articles appeared, the phrase *yonglaq-ligh cho krgäk bolup* appeared in a loan contract document which was reexamined by Zieme in his 1980 article (USp 87; Zieme 1980a, pp. 232–233, Text G; RH03). As Zieme states, *cho* must stand for *ch'ao* 鈔, that is, paper money. The term in question only appears once in all the loan documents which have been discovered up to this time, and moreover, since the original text does not give YWNKL'X-LYX but rather Y'WKL'X-LYX, its appearance in that document is not completely beyond question either. However, this is extremely valuable evidence for us in following Hamilton and proceeding to take loan documents as an object for comparison as well. In tenth century Chinese loan contracts found at Tun-huang, phrases such as “because the family lacks cloth” appear frequently (cf. Yamamoto/Ikeda 1987, Nos. 336–364). In addition, model documents provided in the *P'u-t'ung-shih* 朴通事 and *Lao-ch'i-ta* 老乞大 (which use Yüan forms) contain such phrases as “now because we lack money to use” (*P'u-t'ung-shih yen-chieh* 1/54a) for loan documents and “now because we want money to use” (*Lao-ch'i-ta yen-chieh* 2/14b) for sales contracts (cf. *Lao-ch'i-ta yen-chieh · P'u-t'ung-shih yen-chieh* (Taipei, Lien-ching ch'u-pan shih-yeh kung-ssu, 1978)).
- 88) Zieme 1974, p. 300.
- 89) Hamilton 1986, p. 263. Furthermore, “pour utilisation” is used in the translation of document No. 28 in this work (p. 145).
- 90) Gabain 1974, §89 (p. 67); Clauson 1972, p.xlv; Erdal 1991, §5.12 (pp. 429–455), esp. p.453.
- 91) Gabain 1974, §§127, 108 (pp. 74, 70); Clauson 1972, p.xliv; Erdal 1991, §§3.101 & 3.102 (pp. 172–261).
- 92) Cf. Erdal 1991, §2.91 (pp. 139–155).
- 93) Gabain 1974, §§53, 77 (pp. 61, 65).
- 94) Tekin 1968, p. 105.
- 95) Hamilton 1971, p. 148.
- 96) Erdal 1991, pp. 125, 178.
- 97) Gabain 1974, §54 (p. 61).
- 98) Hamilton 1971, p. 148.
- 99) Erdal 1991, §2.77 (pp. 121–131).
- 100) Above are just some of the examples raised by Erdal. If one adopts this hypothesis, it also provides more solid linguistic grounds for the interpretation of the word KYSh(Y)LYK (“for people”) in a phrase (*altï KYSh(Y)LYK sir chügi*) clearly meaning “lacquer chopsticks for six people” (Haneda/Yamada 1961, p. 202; Haneda 1981, p. 71; WP03). The meaning of “for people” is more reasonably derived from *kishilik* through this suffix than from *kishilig*. In addition, we might note in passing Erdal's comment that the role of the suffix *-Fq/-Fk* in creating abstract nouns appeared relatively late, and first became noteworthy under the Qarakhanids in the west (Erdal 1991, pp. 126–127).
- 101) Erdal 1991, p. 125.

- 102) Moriyasu 1989b, pp. 3–4; Moriyasu 1990b, pp. 149–150; see also Moriyasu 1991, pp. 38, 53–54, 134, 172, 186, and 200. Of course, this view of mine was inspired by Sims-Williams, cf. Sims-Williams 1981, pp. 348–351, 355 (n. 26).
- 103) See above, in particular sections 3 and 4, which are based on the articles Moriyasu 1989a and 1990a.
- 104) In the following list, the classification numbers before the equal marks (like Sa01) come from Yamada et al. 1993, while those after the equal marks (like Or. 8212–106) are the ones used by the institutions which possess the documents.
- 105) Cf. Hamilton 1986, Nos. 15–36.
- 106) Examples can be seen in documents Nos. 15, 27, and 31 (among others) in Hamilton 1986 as well as in one of the two documents cited in Clauson 1973. See also Tugusheva 1971. It is worth noting that in two manuscripts with the same content one maintains the distinction and another does not.
- 107) As one can readily see from the table above, the suffix on the word YWNKL(°)X-LYQ is *-liq*, while that on SWβX-LYX is *-ligh*. SWβX (*suvaq/suvagh*) means “irrigation canal, spillway”, so SWβX-ligh would mean “possessing an irrigation canal, having a spillway, irrigable”. This meaning also fits the context well. The point where some question still remains is the X in YWNKL(°)X and in SWβX. It is difficult to decide whether it should be read as a *-gh*, respecting the fact that the tail of the letter is short, or it should be read as a *-q*, on the grounds that the short tail might represent the word-medial form of the letter due to the presence of a suffix. Heretofore SWβX and SWβXLYX have almost always been reconstructed as *suvaq* and *suvaqligh*, but in the case of YWNKL(°)X, as mentioned previously, Hamilton and Erdal have wavered between *yunglaq* and *yunglagh*. For the time being I will propose *suvaq*, *suvaqligh*, and *yunglaghliq* (but Yamada et al. 1993, glossary, has not adopted this view), and await further investigation.
- 108) These six include the document introduced in Umemura 1990 and the five mentioned in his note 3 (on p. 436); they are numbered WP01–WP06 in our *Sammlung uigurischer Kontrakte* (Yamada et al. 1993).
- 109) These correspond to texts VI and IX in Umemura 1977a. His article contains not only Japanese translations but also summaries of earlier research and is convenient for reference.
- 110) Originally Ramstedt read this as *Qaisin-tu*, Yamada as *Qawsin-tu*, and Umemura as *Qavsın-tu*, but the letters Y (for *i*, *y*) and β (for *v*, *w*) are difficult to distinguish in cursive Uighur script.
- 111) Tutung is a borrowing from the Chinese *tu-t'ung* 都統, an appellation or title for Buddhist monks. Cf. Yamada 1965, p. 170; Oda 1987, Nos. 16, 20, 24, 25, and 29.
- 112) Umemura 1977a, pp. 018 and 025–026.
- 113) The number of principal cities existing in the Turfan Depression in the T'ang dynasty was twenty-two. This is reflected in the phrase which is found in an Uighur Manichaean document, *qocho ulush ikii otuz baliq* (“the twenty-two cities of the Qocho Kingdom”). Regarding this point and the fact that Chiqim was always counted as one of those twenty-two, see Moriyasu 1987, p. 62, and the various works cited there.
- 114) Yamada 1961, pp. 211–212; Yamada 1967, p. 76; Hamilton 1969, p. 45.
- 115) If I might be permitted an even bolder hypothesis, it may even be a product of the same period and same regional society as the document WP06 (introduced in Umemura 1990 as K 7716). This is because the personal names Qan Toyin Tutung and Tükäl-ä appear in both WP06 (on lines 9 and 10 respectively) and in WP01 (on lines 22 (as Qan Toyin) and 18 respectively). Of course it is entirely possible that this is simply a coincidental match, but Umemura himself has said of WP06 that “One can glimpse the reflection of a heavy influence from the Buddhist world, and in conclusion the possibility is great that this document was created and used in the Turfan Depression in the thirteenth or fourteenth century” (Umemura 1990, p. 436). This point fits well with the same strong Buddhist influence found in WP02.

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