

# Uigur Documents of Sale and Loan Contracts Brought by Otani Expeditions

## Appendix: The Forms of the Uigur Document of Sales Contract

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### Introduction

The expedition led by Kôzui Ôtani, which was sent out three times during the period 1902-14 —first 1902-4, second 1908-9 and third 1910-14— was the only organized Japanese expedition to Central Asia. Of the historical relics collected by the expeditions, a part was housed in the respective museum at Seoul in Korea, at Talién and at Lushun in Manchuria, while the remaining part fell into the hands of Japanese antiquarians. These were severally made public in catalogues and in pictorial records<sup>1)</sup>, but many have been dispersed or lost in the course of time, particularly during and after the second World War.

It was only after the death of Kôzui Ôtani in October 1948 that some six thousand pieces of documents were discovered in a wooden box among the articles left by him. This discovery then led us to resume researches concerning the materials brought back by his expeditions after an abeyance of nearly thirty years. A basic work on the arrangement and study of the newly discovered documents, which had been carried on by a Government grant since 1953, was accomplished in 1963, publishing its reports in six volumes<sup>2)</sup>. These

- (1) “朝鮮總督府博物館中央亞細亞發掘品目錄”, “關東廳博物館大谷家出品目錄”. Both lists were published in “新西域記” vol. 2, Append. 2, pp. 1-23. cf. note 5).  
香川默識 (M. Kagawa) ed., “西域考古圖譜”, 2 vols. Tokyo, 1915.  
“朝鮮總督府博物館藏大谷光瑞師蒐集西域遺物寫真集”,  
“旅順博物館圖錄”, Tokyo, 1943.
- (2) 西域文化研究會 (The Research Society of Central Asian Culture) ed., “西域文化研究 (Mounmenta Serindica)” Kyoto. 1958-1963.  
Vol. 1. “敦煌佛教資料 (Chinese buddhist text from Tun-huang)”, 1958, 293+87, 9 plates.  
Vol. 2. “敦煌吐魯番社會經濟資料(上) (Chinese fragmentary manuscripts on social and economical system in the T'ang era unearthed from Tun-huang and Turfan. Facs. 1)”, 1959, 463+55+27, 50 plates.  
Vol. 3. *ibid.*, Facs. 2. 1960, 488+26, 40 plates.  
Vol. 4. “中央アジア古代語文獻 (Buddhist manuscripts and secular documents of the ancient language in Central Asia, 2 parts)” 1961, 462+51, 47 plates.  
Vol. 5. “中央アジア佛教美術 (The ancient buddhist arts in Central Asia and Tun-huang)”, 1962, 22+356+27, 25 plates.  
Vol. 6. “歴史と美術の諸問題 (Miscellaneous essays on the art and history of Central Asia and Tun-huang)” 1963, 271+62, 22 plates.

documents now in possession of the Ryûkoku University at Kyôto form virtually the whole of the documental material secured by the expeditions.

Among the documents, those in Chinese make up the largest number, while those in Uigur the next largest, whose preliminary list has been already issued<sup>3</sup>). From the latter, I shall present the Uigur documents of sale and loan contracts in this article. They comprise all the documents of the kind from Ôtani's collection but one which had been already brought out in articles<sup>4</sup>). Although the number of the documents of this description in his collection may be not so large as those in the collections in other countries such as Germany and Russia. It is worthy of note that the former includes two complete documents, a contract document regarding a sale of land and another regarding a loan of millet. There are, indeed, little difference in form between the documents presented in this article and those so far known, but nevertheless there are some expressions and facts of interest deserving special mention which I think will furnish valuable materials to the comparative studies of such documents.

Of the circumstances in which the documents in question were got hold of, nothing certain is known. The travel records and diaries by the members of the expeditions<sup>5</sup>), however, bring us to the assumption that most of them were obtained in the Turfan basin, though a few may possibly in the vicinities of Kuča. It may be also suspected that some of them were not digged out of the ground but bought by the members. More detailed information about the entire Uigur material can be found in the said preliminary list.

The documents cited in the article are each provided with a transcription and a translation of their text. Head numbers indicate their catalog numbers at the Ryûkoku University Library. Round brackets enclose the notes written down on them or on the envelopes they were put in. These notes are believed to have been made by one or the other of the members of the expedition. The size of each documents is given as (length) by (width). All the documents are written vertically.

Quite a few documents, identical in kind with those presented in this article and in which we can observe common forms and expressions with the latter, have been already made known to us. For deciphering such documents, it is absolutely necessary to make a close comparison of one with the other

(3) 羽田明 (A. Haneda), 山田信夫 (N. Yamada), “大谷探險隊將來龍谷大學所藏ウイグル字資料目録 (A preliminary list of the manuscripts remains in Uigur script brought by Otani Expedition and preserved in the Ryukoku University Library)”, in: *Monumenta Serindica* IV, pp. 171-206, plates 11-33.

(4) [Ot-Ry 534]. See Appendix, Abbreviations and Bibliographical Notes, A. 8.

(5) Most of them were published in: 上原芳太郎 (Y. Uehara) ed., “新西域記 *Shin Seiki-ki*,” 2 vols. Tokyo, 1937. The diary of a member, K. Hori, was recently published in *Monumenta Serindica* vols. 2, 4, and 5. Still cf. S. Ogasawara “Outline of the Chinese Documents unearthed in Turfan, brought to Japan by the Otani Expedition Parties.” *Monumenta Serindica* vol. 2. pp. 389-410. English résumé. pp. 51-55.

documents so as to solve the problems of ambiguous characters and expressions therein. Such problems, however, will not be touched upon in the article proper. Instead, they will be discussed together in detail in an appended study (Appendix) on the forms and expressions for sale contracts.

The original form of this paper appeared in *Monumenta Serindica* vols. 4 and 6<sup>9)</sup>. Since then, the opportunity of investigating, at first hand, the Uighur documents preserved in Germany, France and England has broadened and enriched my knowledge about them. And I have been urged to make an overall revision of the original at this writing. Even so, the chief aim of the article is, as before, to make the new material public. I wish that more profound and exhaustive studies would be made by scholars in related fields, both historically and linguistically, and that any possible errors in this article would be amended by them. It is a pleasure to record my thanks to the Ryūkyō University Library for the permission to use the photographs of the material for the plates.

1. 1414[a] (5, uk, 1, 吐魯番出土: No. 56). 30 by 24 cm. 22 lines. [Plate 1]

The document is concerned with a sale of land. The paper is of medium thickness and of a brown color. As was the case with many other documents of this kind, this one also appears to have been folded into a small shape. The paper still bears traces of the original creases as vertical lines at 3 cm. intervals and a horizontal line in the middle.

On the back of the document is found another written by a different hand (1414[b]). Although the text of [a] is preserved in its entirety, that of [b], the top being cut off, lacks the initial characters from each line. It is hence thought that the former [a] was written later than the latter [b].

A seal (*tamγa*) of gourd shape, 3.3 by 1.7 cm. in size, is impressed in Chinese ink at the beginning, the middle and the close of the text, respectively.

Transcription:

- 1) qoyn yīl aram ay bir yaŋiqa mǎn qara yan yig bürt
- 2) yuŋlaq-līγ tawar . kǎrgāk bolup aŋin b . . um yoq üčün
- 3) kiŋin qīrata qīz-ī kit(ä)riγ-tä ičim qančuγ bilä tüz
- 4) ülüš-lüg ič siq yirim atī qutluγ taš-qa toγuru
- 5) tomlīdu sadīm satīγ quabusin inčä sōz-läšdim(i)z üč
- 6) yuz biš otuz quabuqa üšuštüm(ü)z bu bitig qīlmīš kün
- 7) üz-ä mǎn qutluγ taš üč yuz biš otuz quabunī bir
- 8) ägsüksüz tükäl san(a)p birtim mǎn yig ymä tükäl san(a)p

(6) N. Yamada, “大谷探險隊將來ウイグル文賣買貸借文書 (Uighur Documents on trade and loan brought by Otani Expedition,” in vol. 4, pp. 207–20, plates 34–37.

N. Yamada “ウイグル文賣買契約書の書式 (Forms of Sale-Contract Note in Uighur Documents),” in vol. 6, pp. 27–62.

- 9) altım bu yir . -niη sičisī örü yīηaq ögän ațırar öη-
- 10) tün yīηaq törčät yiri adırar . qodī yīηaq ögän
- 11) lusai yirin-kä baγra ögän ațırar . kitin yīηaq yanyaq
- 12) inäl yiri ațırar . bu tört sičiliγ yir üzä miη
- 13) yil tümän künkädägi qutluγ taš ärklig bolz-un taplasar.
- 14) öz-i tariz-un taplamasar . adın kiši-kä ödkürü sađz-un
- 15) män yig bürt-nüη inim içim qam qațašim ayıtmaz-un
- 16) isđämäz-ün taqī bir-ök ärklig bäg iši küčin tuđup
- 17) qam küč qilip yulγ(a)li alγ(a)li saqınsar-lar . bu oq
- 18) ögän-tä [bu] oq yir . täηinčä [iki] yir . qutluγ taš-qa yaradu
- 19) birip alz-un-lar bu bitig tuđa qutluγ taš qorsuz
- 20) bolz-un män yig bürt-nüη inim içim qam qațašim
- 21) qorluγ bolz-un-lar . tanuq bäk är šäηün tanuq böğä
- 22) tanuq süğüs bu tamγa män yig bürt-nüηol

## Translation:

On the first [of] *yangi* (the first decade of a month), the month [of] *aram*, the year [of] sheep, I, Qara Yan Yig Bürt, being in need of goods to use and for lacking of other. . . , have sold really to Ati Qutlugh Tash my inner, narrow (or three *šiq*?) land possessed in companionship with my elder brother Qančugh at Qizi Kitärig in North Field. On the *quabu* for the price, we have talked to each other as follows. We have decided on three hundred and twenty five *quabu*. On the day when [I] drew up this document, I, Qutlugh Tash, counting completely without any deficiency, have payed three hundred and twenty five *quabu*, [and] I, Yig, too, counting completely, have received [it]. The boundaries of this land: on the upper, a canal divides; on the east, the land of Törčät divides; on the down, a canal, Baghra(?) canal (flowing) to the land of Lusai divides; on the west, the land of Yanyaq Inäl divides. On the land of these four boundaries, until a thousand years and ten thousand days, Qutlugh Tash shall be powerful. If he likes he may cultivate it for himself. If he doesn't like, he may transfer and sale [it] to some other person. My, of me, Yig Bürt, elder and younger brothers, relatives shall not ask and seek. And now, if taking the might of powerful *bäg* and his party, my relatives intend, exerting the power, to seize and snatch [it] off, they, preparing and giving to Qutlugh Tash two pieces of land of the same [value] as this very land on this canal itself, may take [it]. Having this document, Qutlugh Tash shall be undamaged. My, of me, Yig Bürt, younger and elder brothers, relatives shall be damaged. Witness: Bäk Är Šäηün, witness: Böngä, witness: Süngüs. This seal is that of me, Yig Bürt.

## Notes:

- 1.1. *Qara Yan Yig Bürt* (Line 1): The name of the vendor of the land, who was liable for the writing of the document. The same name, though

- only in part as *Yig Bürt*, recurs three more times in the text (Ls. 15, 20 and 22).
- 1.2. *yuqlaq-lïy tawar* (L. 2): Such a reference to an object other than what the vendor will receive from the vendee was rarely made. Further discussion on this point will be seen in Appendix, 2.1.
  - 1.3. *Kidin Qïra* (L. 3): "North Field," *Qïra* signifying "field" (RdWb II 735). It can be regarded as a name applied to a somewhat large area. In USp 55 are found place-names such as *taš qïra* "Outer Field" and *ič qïra* "Inner Field."
  - 1.4. *Qïzi Kitärig* (L. 3): A name of a place, which must have been located inside of the above-mentioned *Kidin Qïra*.
  - 1.5. *bilä/birlä tüz ülüšlög* (Ls. 3-4): Cf. Appendix, 2.2.2.
  - 1.6. *ič šiq yirim* (L. 4): *Ič* means "inner", and *šiq* "narrow". It is well known, however, that *šiq* was also used as a unit of land measurement in the documents such as this. Cf. 2.6. It is possible, in this context, that the latter word *šiq* was adopted since it is immediately followed by *yirim* "my land." If so read, *šiq* is duly expected to be preceded by a numeral. Thus, we may suspect that *ič* or *ič*, signifying in no way a number, was miswritten or an individual accent for *üč* "three."
  - 1.7. *Ati Qutluγ Taš* (L. 4): The name of the vendee, which appears as *Qutluγ taš* also in Ls. 7, 13, 18 and 19. As for *Ati*, there is some doubt whether it should be included in the name. It may be argued, however, that the inclusion of *Ati* in the name is justified by the fact that only a part of the name of the vendor was given except for its first occurrence in every such case. For the time being, I would rather prefer this interpretation. Radloff gives an instance in USp 77 where *Adi* occurs as a part of a name *Adi Yäkä*. Still it might be better to read as *atai*.
  - 1.8. *toγuru tomlidu sadim* (Ls. 4-5): *Toγuru tomlidu* is a conventional expression for sale contract documents. Cf. Appendix, 2.2.1. *Sadim* must be a contracted form of *satdim*.
  - 1.9. *quabusin* (L. 5): *quabu-si-n* "its quabu (acc.)". *Quabu* occurs in *quabuqa* (L. 6) and in *quabu-ni* (L.7). In accordance with the transcription given by Radloff and the others, the word was read as *qoqbu* in the Japanese version of this article. At this writing, I have tentatively transcribed it as *quabu*. It must be admitted, however, that Radloff's argument (USp pp. 120, 141) that *qoqbu* is an older form of *böz* "cotton fabric" can not yet be refuted. There is a possibility that *quabu* was a loan word from Chinese.
  - 1.10. *üzüštümüz* (L. 6): "We have decided." In place of this, *käsištimiz* is usually employed in such documents. Cf. Appendix, 2.2.1. The verb *käsiš*, whose meaning is defined by Radloff as "Bedingungen festsetzen, einen Vertrag abschliessen (beim Handel)" (RdWb II 1164) is still in use today. Radloff further refers to both *käs-* "schneiden, etc.," from which

*käsiš-* is derived (RdWb II 1154), and *üs-/üz-* “zerreißen, abreißen, vertilgen” (RdWb I 1878, 1889). These roots find mention also in Maḥmūd al-Kāšyarī’s dictionary. Brockelmann assigns one and the same meaning to both, namely “abschneiden” (BrMK s. 195, *käsmäk*; s. 238, *üzmäk*). According to Professor A. von Gabain, the function of the suffix *-üš*, *-iš* can be defined as “Wechselseitigkeit” and “Häufigkeit” (vGAG § 164).

Thus we may have a good reason to believe that both *üzüštümüz* and *käsištümiz* were used as synonyms without any particular distinction. With regard to this, Radloff gives an interesting example in USp 116: *üsüşüp käsišip kitdimiz*, which he renders as “Wird einigten uns über diese Angelegenheit” without any additional explanation.

- 1.11. *örü*, *qodī* (L. 9 and L. 10): To my knowledge, this is the only case in which *örü* “upper, upwards” and *qodī* “below, down, downward” were applied to the description of the borders of the land concerned, thus signifying “on the north” and “on the south” respectively. In their places, we commonly encounter *taḡdīn* “on the north (lit. on the side of the mountain, in the direction of the mountain)” and *kündün* “on the south (lit. on the side of the sun, in the direction of the sun).” Accordingly, no reference is made to them in Professor R. Rahmeti Arat’s elaborate study: “Über die Orientations-Bezeichnungen im Türkischen” in *Aspects of Altaic Civilization*, ed. by D. Sinor; Indiana University Publications, Uralic and Altaic Series 23, 1963. pp. 177–195. Taking the opportunity of this writing, I should like to propose that these two should be added to the list of the words denoting directions by Professor Rahmeti Arat. They might possibly have been so used under some particular geographical circumstances. Even so, they certainly indicate directions in the present context.
- 1.12. *Lusai* (L. 11): The word seems to denote a Chinese personal name.
- 1.13. *baḡra* (L. 11): The meaning of the word is not clear. Hence, the interpretation as a name of a canal is only tentative.
- 1.14. *tarizun* (L. 14): *Tari-* means “to cultivate, farm” (BrMK 196, RdWb III 846). The passage from L. 12 to L. 14 bears on a declaration of the vendee’s right, which is in accord with the then accepted usage. Nevertheless, in no other examples, so far as I know, occurs *tarizun* “he may farm,” in place of which *tutzun* “he may keep” was in common use. Cf. Appendix, 5. In my original article in Japanese, *tari-* was wrongly taken for *tāri-*, though no such word as *tāri-* was known, which was then assumed to be somewhat synonymous with the former.
- 1.15. *quam* (L. 17): The word *qa-m* means “my relatives” as well known already. Here, however, we may probably be allowed to consider that a word *qadašim* “my relatives” was dropped for some reason, as *qa-m* was most usually found in combination with *qadaš-im*.

- 1.16. *yulγ(a)lī alγ(a)lī* (L. 17): In the earlier form of this article, the suffix involved here was read as *-γlī* "Deverbale Substantive" (vGAG §111). Later, it was kindly suggested by my colleague Masao Mori that it should be taken as *-γalī*, a commoner converbal suffix. Since *-γalī* is more likely to fit the context than *-γlī*, whose function is nothing but "Täter" (vGAG ibid.), I have followed his suggestion in this article, although the writing itself does not show *a* in between *γ* and *l*.
- 1.17. [*bu*], [*iki*] (L. 18): In the passages concerned with reparation, the occurrence of these words is regular enough to allow us to supply the text with them. Cf. Appendix, 6.2.2.
- 1.18. For lack of space, the writer of the document must have been forced to omit his name, which should have been written in the ensuing part of the paper.

2. 2734[a][b] (17, u8, 1). 25 by 8 cm. [a]: 6 lines, [b]: 3 (?) words. [Plate 2].

The paper of the documents is thin, whitish and of fine quality. A text relating to a loan of millet is written on the side of [a], and the title of the document on the other side [b]. The paper, originally folded into four both lengthwise and breadthwise, shows wear along the lengthwise creases. Fortunately, the text itself is scarcely damaged by the wear.

An oblong seal, which is 2.5 cm. long and 1.7 wide, is placed in Chinese ink at the beginning and the end of the text. The seal is supposed to have been made from wood since closer inspection reveals something like the grain of wood on its surface.

#### Transcription:

- [a] 1) bars yil altinč ay iki otuz-qa maηa yigädmiš  
 2) -kä tüš-kä üür kargäk bolup . čaγan-tin waptsu-tu  
 3) -nuη küri-si üzä . iki šiq üür altim . yaηi-ta  
 4) yaraγlīγ tüš-i birlä köni birürmän . birginčä yoqbar  
 5) bolsar män oylum Qawsuη köni birz-ün . tanuq bayan  
 6) tanuq qumanu . bu tamγa biz ikägü-nüη ol män wapdsu-tu bitid(im)
- [b] 1) yigädmiš-niη  
 2) ??? bitigi

#### Translation:

On the twenty second, the sixth month, the year [of] tiger, for me, Yigädmiş, being in need of millet with interest, from Chaghan, by the measure of Faptsu-tu, I received two *šiq* of millet. At the new [harvest], I will rightly give [back] with the suitable interest. Before to give [back], if I disappear, my son, Qawsung, shall give [back] exactly. Witness, Bayan. Witness, Qumanu. This seal is that of us, two. I, Faptsu-tu have written.

Title: The...document of Yigädmiş.

Notes:

- 2.1. *yigädmiş* (L. 1): The name of the obligor, which is a genuine Turkish one. *Yigäd-* means "besser werden, besiegen" (vGAG s. 354).
- 2.2. *üür* (L. 2): *Uyur* is another possible transcription of this word followed by Radloff and Malov in USp 120 and 123. Radloff further discusses its meaning: "Es handelt sich in Übergabe von sieben Scheffel (Küri) uyur. uyur muss also eine Feld- oder Gartenfrucht sein. Es könnte aber auch eine Art Land bedeuten, wenn küri hier ein Feldmass bezeichnen würde, nämlich so viel Land, wie zum Aussaat eines Scheffels nötig ist." (USp s. 213). The same word is found to be read as *ür* as well by Radloff in no less than three documents (USp 14, 31, 32). In USp 14, he first defined its meaning as a kind of "Ernte der Äcker" (s. 18), but later redefined it as a kind of fields for "Verbesserungen" (s. 18). No mention is given about the *ür* in the other two, nor its meaning in their context, by Radloff. Malov, too, takes its meaning as "Название пашни (name of fields)" (USp s. 302). My opinion is that it is rather Radloff's earlier given meaning rather than his later which seems to fit the context better. It may be pointed out that *ür* was counted as one of farm products (*borluq äkin*) in Usp p. 18. Radloff, considering it as *borluq aš*, failed to get its right meaning. On this point, we may further refer not only to *ögür=yögür* "Hirse" in Maḥmūd al-Kāšğari's dictionary (BrMK pp. 132, 94), but also to *yūr* (玉兒 *yü-êrh*) with a Chinese gloss 糜子 *mi-tsu* in the HIIY 24r. Klaproth inferred the meaning of the Chinese gloss as "Gekochter Reiss" (J. Klaproth, Abhandlungen über die Sprache und Schrift der Uiguren, Paris, 1820. p. 14). The inference is right for *mi* only but not for *mi-tsu* as a whole. *Mi-tsu* actually means millet 黍, and sometimes a particular kind of millet, namely, Mongolian millet (MDKJ VIII p. 920). To be sure, *ögür*, *ür* and *yūr* are varied transcriptions of one and the same word. In the present article, I have transcribed it as *üür*, to which the meaning "millet" is assigned.
- 2.3. *Čayan* (L. 2): The obligee's name meaning "white", being a Mongolian name, forms contrast with a Turkish name of the obligor.
- 2.4. *Waptsu-tu* (L. 2): A name of a person, occurring twice in the text, first in L. 2 and then in L. 6. The writing of the name in this line can also be read: *Wabunsu-tu*. That the same name in L. 6 is written as *Wabdsu* with *d* in stead of *t*, however, makes it evident that it should be transcribed as *Wabtsu-tu*, *Waptsu-tu*. Incidentally it may here be remarked that those names transcribed by Radloff and Malov as *Yabunsu* (USp 74, 88, 109) and *Yaburšu* (USp 74) should be read *Waptsu*. Though this was a very popular name, it was, no doubt, that of a Chinese Buddhist monk. It was Professor F. W. Cleaves who kindly called my attention to the



- apparent correspondence between this and Chinese 法祖 *fa-tsu*. That *wap* is in correspondence with Chinese 法 *fa* is well known already. Cf. vGAG s. 350. The second element *-tsu*, however, may also correspond to other Chinese, for instances, 淨 *tsing*, 藏 *ts'ang* and so. Cf. B. Csongor, Chinese in the Uighur script of the T'ang-period, *Acta Orientalica (Hung)*, II, 1952, Nos. 104, 119. It is interesting that both of the principals concerned with this contract was seemingly a Turkish and a Mongol respectively, while the third party who played rather an important role in the drawing up of the contract appears to have been a Chinese.
- 2.5. *küri* (L. 3): There are many instances where *küri* was used as a measure of capacity and sometimes as a measure of land as well. In this context, the word must have stood for a vessel of some kind or a dry measure. We may reasonably infer that it originally denoted a vessel of some kind, then came to stand for a measure of corns and finally acquired a meaning as a measure of land.
- 2.6. *šiq* (L. 3): To the best of my knowledge, *šiq* in the sense of a measure of land was adopted in secular documents alone. It is confirmed by this example that *šiq*, like *küri*, was originally used as a measure of capacity.
- 2.7. *yaŋi-ta* (L. 3): Literally this means "at new." The common expression to state the term of repayment was *küz yaŋi-ta* "Autumn, at new (harvest)". Thus, intentionally or unintentionally, *küz* must have been omitted from the text.
- 2.8. *yaraŋliŋ tüši birlä* (L. 4): It was a common practice that the interest to be paid at the time of repayment was the same amount of goods as borrowed. Therefore, the expression *yaraŋliŋ tüši birlä* "with suitable interest" should be understood in this sense. A remarkable fact about this loan document is that the passage concerning repayment is considerably shortened as compared with the other like ones. Cf. M. Mori, A Study on Uygur Documents of Loans for Consumption, *Memoirs of the Research Department of the Toyo Bunko*, No. 20, Tokyo, 1961, pp. 124–132.
- 2.9. *yoqbar bol-* (L. 4–L. 5): In most other cases *bar yoq bol-* appears in such a context, but in some other we also find such expressions as *ištin tašün bol-* "to be outside or inside" (USp 47), *örü qodı bol-* "to be upwards or downwards" (USp 67) and *ištin tašün bar yoq bol-* (USp 12). Some scholars have translated them: "to die." However, their close resemblance to some Chinese expressions such as 東西不在 *tung hsi pu tsai* "to be not present in the east or west" and 東西逃避 *tung hsi t'ao pi* "to run away east or west, i.e. to escape or to wander" has been pointed out first by Professor Cleaves in relation to the Mongolian expression *γadana dotona od-* "to go outside or inside" (F. W. Cleaves, An early Mongolian loan contract from Qara Qoto, *Harvard Journal of Asiatic Studies* XVIII, 1955, pp. 15, 38) and then by Professor Mori with a de-

tailed discussion (Mori, *ibid.*, 1961. pp. 133–142). For the reading of *bar* involved herein, I am indebted to Professor O. Pritsak, who has kindly read my first draft in 1960.

- 2.10. *biz ikägü* (L. 6): “We, both.” It is certain that *biz ikägü* referred to Yigädmiš and his son Qawsung, namely the obligor and his guarantor. I shall make a further study of this problem in other opportunity.
- 2.11. A remark on the title of the document on [b]. It is very unfortunate that what seems to precede *bitigi* can not be made out even on careful examination of the original. It might have been struck out by the writer himself.

### 3. Fragments.

- 3.1. 1097[a] (uy-2). 12 by 34 cm. 27 lines. [Plate 3]

The paper of the document is fairly thick and whitish. The top and the bottom of the paper are largely lost. The beginning and the end of the lines are missing. Though the beginning of the text is lost, its close is mostly preserved. On the lower end of the last of the extant lines, traces of a seal can still be discerned.

The paper is full to wrinkles and is in poor condition. There is a large rent in the center of the text and smaller holes have been eaten into it.

Even in this short remainder of the original text, we find some conventional expressions for a sale contract: in L. 1–L. 3 a statement that the price was fixed by mutual consent; in L. 4–L. 5 a reference to the payment of the price; in L. 14–L. 15 a declaration of the vendee’s right; in L. 17–L. 22 a claim that no demurrer to the contract by the vendors’ families would be admitted; and in L. 24–L. 25 a register of the names of the witnesses. There will be no doubt about their identification. Although there is a torn place covering Ls. 6–13 and many characters in them are hardly identifiable, we may duly infer from the words *öñdüri* “east” in L. 6, *adïrar* “divide(s)” in Ls. 8 and 13 and *ögän* “canal” in several of Ls. 6–13 that the object of sale was land.

L. 23 might refer to some matter to be attended. L. 27 as well might be concerned with a certain entry made after the register of the writer’s name was done.

From Ls. 4 and 6 we know that more than a single vendor were involved in the contract since the pronoun *biz* “we” is used and that one of them was Büsüñ. The vendee’s name was Saqa Apa Tutuñ, which occurs in full in L. 1 and in part in Ls. 5, 21, and 22.

#### Transcription:

- 1) — saqa apa tutuñ-qa —
- 2) — (i)nčä söz-läšdimiz —

- 3) — (-q)a üz-üşdüm(ü)z —
- 4) — üz-ä biz büsüŋ —
- 5) — (tu)tuŋ ymä tükäl —
- 6) — suvaq ögän . öŋdüri —
- 7) — turti yir ögän —
- 8) — ..ir taş ögän aŋir(ar) —
- 9) — ..ta qanar(?) ärti(?) taštım(?) —
- 10) — ..si yüz tür..... —
- 11) — ..it yir — qodı —
- 12) — ..tiri bägi — ..... —
- 13) — ..... — (a)dırar . —
- 14) — miŋ — kün —
- 15) — taplasar ö(zi) (tut) z-un . —
- 16) — biz büsüŋ — .. ayıtm(az-un) —
- 17) — (är)klüg bäg iši küçin —
- 18) — (b)iz-niŋ inimiz oylumuz —
- 19) — aŋalı s(aqın)sar-lar —
- 20) — täŋinčä iki ülüş yir —
- 21) — (qor)luŋ bolz-un . saqa apa —
- 22) — bitig tutup saqa apa —
- 23) — ..i-niŋ tölü su(?) yorın(?) —
- 24) — tutuq tanuq . čud .. am —
- 25) — ..ulu tutuŋ ... si —
- 26) — ..u bu bitig ? ? —
- 27) — ..lasap ? ? ? —

## Translation

- 1) — to Saqa Apa Tutung —
- 2) — we have talked each other as follows —
- 3) — we have decided on —
- 4) — at ..., we, Büsüŋ —
- 5) — Tutung, also, completely —
- 6) — canal irrigating — . On the east —
- 7) — ? ? ? ? canal —
- 8) — ? Taş canal divides. —
- 9) — ? ? ? ? ? —
- 10) — ? hundred ? —
- 11) — ? land — downwards —
- 12) — ? the *bäg* — ? —
- 13) — ? ? — divides. —
- 14) — thousand (years and ten thousand) days —
- 15) — if he likes, he may (keep it) for his own. —
- 16) — we Büsüŋ — shall not ask. —

- 17) — (taking) the might of powerful *bäg* and his company —  
 18) — our younger brothers, sons —  
 19) — if they intend to seize —  
 20) — two pieces of the portion-land of the same with —  
 21) — shall be damaged. Saqa Apa —  
 22) — holding (this) document, Saqa Apa —  
 23) — ? ? ? ? ? —  
 24) — Tutuq. Witness, Čud am. —  
 25) — ..Tutung —  
 26) — ? this document ? ? —  
 27) — ? ? ? ? —

3.2. 1108 (1, uy, 27). 30 by 8.5 cm. 3.5 lines. [Plate 3]

The paper of the document is brown and of medium thickness. The latter half of the text is missing. The beginning of the existing lines as well is lost. The text is written in relatively large script. The paper used was also fairly large.

A round seal 3 cm. in diameter is affixed in the center between the first and the third of the extant lines and also in the upper end of the last, though only the lower half of the seal is left in the case of the latter.

There is no doubt that the part .. *nčä örü qotï/qodï* was originally followed by the word *bolsar* at the end of L. 1, thus making as a whole an expression peculiar to the documents about loans for consumption, that is to say, "before repaying, if I escape." Cf. 2.9 above.

The obligor was Qut Arslan Säñün whose name is seen in L. 4, and his son Trdu/Tardu Kün Arslan Ärm stood security for his father's loan.

There is very little doubt as to the inference that Ls. 2 and 3 ought to be supplied with *bolsar* or *bolsar m(ä)n* and *carim qil-* respectively at the end, in view of the cases of other Uigur documents of this kind. Similarly, since the number of guarantors in all the documents about loans were two alone, so far as I know, it is quite likely that no other guarantors were mentioned in L. 4. (Here we must exclude the example of USp 113 in which five guarantors are mentioned and which Radloff considers as a practice writing.) Thus there seems to have been nothing but *bu* "this" in the rest of L. 4. In short, the missing part on the upper half of the fragment must not have been very large, possibly no more than 5 to 6 cm. in length. Accordingly, the original last line does not seem to have contained more than a segment *-nuñ ol* "that of."

It is customary with loan documents of this kind to have a seal both at the beginning and at the end, occasionally at the middle as well, of the text. Thus we may reasonably assume that the extant corresponded to a part of the latter half of the original. The use of the expression *bu sawda* in L. 3 requires our special attention: first such an expression as to signify "for this word"

seldom occurs before a register of witnesses and second only one other among all kinds of deeds is so far known in which *saw* is adopted in stead of the ordinary Turkish *söz* meaning "word." According to Radloff who rendered this exceptional example (USp 67), such expression is earlier (USp, pp. 120, 290; RdWb IV 410). It is also observed that the seal placed in the document in question seems to be not the obligor's but his son's. If so, then such would be a very rare case. However, the text: "(this) seal is mine, Qut Arslan Säḡün('s) [and also] my son's, Trdu. . ." permits of an interpretation that the seal might belong to both of them. Indeed, it is not very uncommon that a single seal was owned jointly by two or more persons. Cf. Appendix, 7.2.1.

The names of the father and his son, a bold hand on a large paper and the use of an utterly new paper—all these together with an old-fashioned style of writing suggest that they were of some social standing.

#### Transcription:

- 1) ————— nčä örü qotī
- 2) — oḡlum tr-du kün arslan ärm köni birz-ün čam
- 3) — ··m(a)z-un bu sawda tanuq ata . tanuq yḡür nom .
- 4) — t(a)mḡa män qut arslan säḡün-nüḡ oḡlum trdu

#### Translation

Before the repayment, (when I will) disappear, my son Tardu Kün Arslan Ärm shall give back exactly, shall not cause troubles. For this word, the witness: Ata, the witness: Yingür Nom. (This) seal is (that) of me, Qut Arslan Säḡün, (of) my son Tardu (Kün Arslan Ärm).

3.3. 1792[a] (11, u8, 46). 10 by 6.5 cm. 3 lines.

The paper is of a faded brown color and of medium thickness. On the back of the paper is found another document (1792[b]). An oval seal, 3 by 2 cm. in size, is impressed in Chinese ink.

A mere fragment. On the place of the date at the beginning of the text we find a seal. It is certain that the word *yur-laq-liḡ* "for use" was followed by *kärgäk boluḡ* "being necessary", which then as a whole gave an expression common in sale contracts or those follow them in the form. Cf. Appendix, 2.1. In any case, the text must have been about a contract.

#### Transcription:

- 1) it yil bišinč (ay) —
- 2) yur-laq-liḡ ö ··· —
- 3) — tuna b ··· —

#### Translation:

On . . . . ., the fifth month, the year of dog, . . . . . for use.

3.4. 2149[a] (13, uT, 58). 14 by 4.5 cm. 3 lines.

The paper of the document is light brown, of medium thickness and of tough quality. There is another document on the back of the paper. A round seal, 2 cm. in diameter and impressed in Chinese ink, is still in existence. Because the text bears a date and a seal at the beginning, and contains an expression *kärgäk bol-* "being necessary", it may safely be assumed that the document was either a sale or a loan contract. The date in L. 3 appears to have referred to that of repayment, and, if so, this must have been a loan contract. The dates of repayment were seldom expressed in loan documents. The usual practices were: no term of repayment was particularly mentioned in the case of loans of land; the time of harvest in autumn was in general given in the case of loans of farm products such as sesame, wine, cotton cloth and corn; the monthly interest only was usually written down in the case of loans of money (*kümüš* "silver"). We find, however, mention of the date of repayment in a loan contract of money (USp 113), and as for *quabu*, there is also a reliable instance (USp 85). In this text, too, it appears that *quabu* stood after such a large number as *yüz* "hundred."

A passing remark about the document 2149 [b] on the reverse side of the present one. Though the handwriting on [a] is similar to that on [b], they were certainly written by different hands. In the two of the existing lines of the text are found signatures of the witness and the writer, and a seal is placed at the end of the text. This seal, of course, differs from the one on [a]. These facts seem to suggest a strong possibility that [b] was either a sale or a loan contract document. However, even the deeds other than the sale and loan documents usually carried the signatures of the witnesses and the writers as well as seals at the end of the texts. Thus, being unable to form my conclusion about its classification, I had to omit this [b] in this article.

Transcription:

- 1) ud yil üčünc ay bir y(aŋıqa?) —
- 2) kärgäk bolti tāk .. -tin yüz —
- 3) ay bir yaŋıqa ? ? —

Translation:

On the first (of the first decade of) the third month, the year of ox, it became in need of ....., .....from Tāk....a hundred of ..... On the first, the .....month, .....

3.5. 2150[a] (13, uT, 58). 7.5 by 5.5 cm. 4 lines.

A tough light brown paper of medium thickness is used. A round seal having a diameter of 3 cm. is impressed in Chinese ink.

*Yüz quabu* can be considered as an additional remark inserted between *t(i)n* and *alt(i)m* in L. 1. The placement of a seal between them seems to have

some significance. As for *quabu*, see 1.9 above. The expression in Ls. 3 and 4 are common in the documents about loans for consumption. Hence we may regard this as a fragment of such a document.

Transcription:

- 1) — ..tin yüz quabu altım
- 2) — män birginčä.
- 3) — köni birz-ün
- 4) — tamğa män

Translation:

.....I have received a hundred *quabu* from.....I.....until.....  
 .....shall give exactly. (This) seal.....me.....

#### 4. Glossary

adin	1 2) 14)	birök	1 16)
adir-	1 9) 10) 11) 12); III 3.1 8)	biš	1 6) 7)
	13)	bišinč	3.3 1)
al-	1 9) 17) 19); 2 3); 3.1 19);	biti-	2 6)
	3.5 2)	bitig	1 6) 19); 2 [b]; 3.1 22) 26)
altinč	2 1)	biz	2 6); 3.1 4) 16)
aram	1 1)	bol-	1 2) 13) 20) 21); 2 2) 5); 3.1
Arslan	v. Qut Arslan Säḡün, Trdu		21); 3.4 2)
	Kün Arslan Säḡün	Böḡä	1 21)
Ata	3.2 3)	bu	1 6) 9) 12) 17) 19) 22); 2 6);
Ati Qutluḡ Taš	1 4)		3.1 26); 3.2 3)
ay	1 1); 2 1); 3.4 1)	Bürt	v. Yig Bürt
ayit-	1 15); 3.1 16)	Büsüḡ	3.1 4) 16)
ägsük	1 8)	Čaḡan	2 2)
Är	v. Bäḡ Är Säḡün	čam	3.2 2)
ärklig	1 13) 16)	ič (üč ?)	1 4)
Ärm	v. Trdu Kün Arslan Ärm	iči	1 3) 15) 20)
Baḡra	1 11)	ikägü	2 6)
bars	2 1)	iki	2 1) 3); 3.1 20)
Bayan	2 5)	Inäl	v. Yanyaq
bäḡ	1 16); 3.1 17)	inčä	1 5); 3.1 2)
Bäk Är Säḡün	1 21)	ini	1 15) 20); 3.1 18)
bilä	1 3)	istä-	1 16)
bir	1 1) 7); 3.4 1) 3)	iš	1 16); 3.1 17)
bir-	1 8) 19); 2 4) 5); 3.2 2);	it	3.3 1)
	3.5 3) 4)	kärgäk	1 2); 2 2); 3.4 2)
birlä	2 4)	kidin	1 11)

Kidin Qıra	1 3)	satıγ	1 5)
kişi	1 14)	saw	3.2 3)
Kitārig	v. Qızı	Sāγün	v. Bāg Ar Sāγün, Qut Arslan
köni	2 4) 5); 3.2 2); 3.5 4)	Sāγün	Sāγün
küç	1 16) 17); 3.1 17)	sīci	1 9) 12)
Kün	v. Trdu	sözlāš-	1 5); 3.1 2)
kün	1 6) 13)	Suyaγ (suwaq ?)	3.1 6)
küri	2 3)	süγüş	1 22)
Lusai	1 11)	šiq	1 4); 2 3)
män	1 1) 7) 8) 15) 20) 22); 2 1)	tamγa	1 22); 2 6); 3.2 4); 3.5 5)
	4) 5) 6); 3.2 4); 3.5 3) 5)	tanuq	1 21) 22); 2 5) 6); 3.1 24);
miγ	1 12); 3.1 14)		3.2 3)
Nom	v. Yγür	tapla-	1 13) 14); 3.1 15)
oγul	2 5); 3.1 8); 3.2 2) 4)	taqī	1 16)
ol	1 22); 2 6)	tari-	1 14)
oq	1 17) 18)	tawar	1 2)
otuz	1 6) 7); 2 1)	tāγinčä	1 18); 3.1 20)
ödkür-	1 14)	toγuru	1 4)
ögän	1 9) 10) 11) 18); 3.1 6) 7) 8)	tomlüdu	1 5)
öγdün	1 9)-10)	Törčät	1 10)
öγdüri	3.1 6)	tört	1 12)
örü	1 9); 3.2 1)	Trdu Kün Arslan Ärm	3.2 2) 4)
özi	1 14)	tut-	1 16); 3.1 22)
qa	1 15) 17) 20)	Tutuγ	3.1 25); v. Saqa Apa Tutuγ
qadaš	1 15) 20)	Tutuq	3.1 24)
Qančuy	1 3)	tükäl	1 8); 3.1 5)
Qara Yan Yig Bürt	1 1)	tümän	1 13)
Qawsnγ	2 5)	tüş	2 2) 4)
qil-	1 6) 17)	tüz	1 3)
Qıra	v. Kidin	ud	3.4 1)
Qızı Kitārig	1 3)	üç	1 5) 7)
qodī	1 10); 3.1 11); 3.2 1)	üçün	1 2)
qor	1 19) 21)	üçünč	3.4 1)
qoyn	1 1)	ülüš	1 4); 3.1 20)
quabu	1 5) 6) 7); 3.5 1)	üγur	2 2) 3)
Qumanu	2 6)	üzä	1 7) 12); 2 3); 3 4)
Qut Arslan Sāγün	3.2 4)	üzüş-	1 6); 3.1 3)
Qutluγ Taš	1 7) 13) 18) 19)	Yan	v. Qara Yan Yig Bürt
san-	1 8)	yaγi	1 1); 2 3); 3.4 3)
Saqa Apa Tutuγ	3.1 1) 21) 22)	Yanyaq Inäl	1 11)
saqin-	1 17)	yaraγliγ	2 4)
sat-	1 4) 14)	yarat-	1 18)



yil	1 1) 13); 2 1); 3.3 1); 3.4 1)	ymä	1 8); 3.1 5)
yïraq	1 9) 10) 11)	Yŋür Nöm	3.2 3)
Yig Bürt	1 8) 15) 20) 22); v. Qara	yoq	1 2); 2 4)
	Yan Yig Bürt	yul-	1 17)
Yigädmış	2 1), [b]	yuzla-	1 2); 3.3. 2)
yir	1 4) 9) 10) 11) 12) 18); 3.1	yüz	1 6) 7); 3.1 10); 3.4 2)
	7) 11) 20)	Waptsu-tu	2 2) 6)

## Appendix The Forms of the Uigur Documents of Sales Contract

As I have said in the introduction of the main part, it is necessary for a full comprehension of the contents of each individual document to compare it with other similar ones. Such a comparison will not only lead to the understanding of the true significance of the text of a given document in the light of common expressions and terms it has with the others compared, but also make it possible to gather its historical and social settings through their differences in expression. The identification of common stylized expressions in them at the first stage of study will provide criteria for the recognition of differences from each other at the next stage. The aim of the present study is thus to identify such stylized expressions in the Uigur documents of sales contract.

All the yet made known Uigur documents under this classification collected by Ôtani's expeditions are those concerning the transfer of land-ownership. Some collections in other countries also contain some documents relating to the slave trade. The contract documents relating to the sale of land has the same form with those concerning the slave trade except for an item to describe the boundaries of a given piece of land for sale in the former. Therefore, we may regard this form as conventionalized for the sales contracts generally. Moreover, we may refer to the documents of reciprocity as those which conform to them in form (only those about the exchange of land are so far known as such). The contract documents of indentures and those concerning the adoption of a child also have certain expressions in common with those of sales contract. Thus, I have made occasional reference to them either in this study.

The contents of the Uigur documents of sales contract may be itemized as in the following.

- §1. Date. [A]
- §2. Subject of Contract: Vendor, Vendee, Object of Sales, Price.
1. Vendor and Reason of his Sale. [B]
  2. Vendee, Object of Sale and Price. [C] [D a, b, c, d]

- §3. Confirmation of Payment. [E]
- §4. Boundaries of Land. [F]
- §5. Declaration of New Owner's Right. [G]
- §6. Security and Penalty for the Breach of Contract.
  - 1. Security. [H]
  - 2. Penalty for the Breach of Contract.
    - 2.1. In Case of the Breach of Contract. [I]
    - 2.2. Penalty for the Breach of Contract to be Effected among the Parties Concerned. [J a, b]
    - 2.3. Official Penalty. [K]
    - 2.4. Special Cases. [L a, b, c]
- §7. Postscript (Witness, Signature and Writer).
  - 1. The Witness's Register. [M]
  - 2. Signature.
    - 2.1. Vendor's Signature. [N a]
    - 2.2. *Nišan* of the Witness and others. [N b]
    - 3. Writer. [O]
- §8. Additional Statement. [P]

The materials referred to for the present study consist of those seventeen pieces of sale contract documents as listed below which I had the opportunity to study when I was writing the original form of this article in 1960. USp 15 which was then put in the materials was, however, excluded from them in this study, for it was later found to be a document concerning a loan on a pledge of land. In principle those new materials I came across in the collections in Berlin and other places were not taken into consideration here. It is my wish to revise this article thoroughly in the near future when I have finished reading them.

§1. Date

[A] <Term of the Animal Cycle> *yil*, <Ordinal> *ay*, <Cardinal>-*qa*: "on (the) year (of) < >, <(the)...(th)> month, <(the)...(th day)>".

The use of the animal cycle, ordinals and cardinals to mark the years, the months and the days respectively was a long established Turkish tradition dating from the days of the *T'u-k'üe* 突厥. For the first and the twelfth months only, however, *aram/äräm* derived from the same root with present-day Arabic *muḥarram*<sup>1)</sup> and *čqšpt/čaxšapat* derivative from Sanskrit *śikṣāpada*<sup>2)</sup> respectively were adopted.

(1) RdWb I 8, 263.

(2) As derivatives from *čxšpat* and *čqšpat* occur varied forms of this word such as *čxšapat*, *čaxšapat*, *čaxšapat* and *čaqšapat*. According to vGAG s. 306, the word was also written *čixšapat* in the documents in Manichean script and in Sogdian. Cf. RdWb I 8.

Abbreviations	Collectors	Places of Discovery	Studies	Plates Examined
USp 13 (T M 224)	A. Grünwedel	Turfan	Radloff 1906, 1928 Le Coq 1918 Маџов 1951	Le Coq 1918
" 16 (TM 206; Mainz 693)	"	"	Radloff 1906, 1928 Le Coq 1918 Маџов 1951	Le Coq 1918
" 56	D. Klementz	"	Radloff 1899, 1928	
" 57	"	"	" "	
" 61 (THD 373)	A. von Le Coq	"	Radloff 1928	
" 107	H. H. Кротков	Urmuchi	"	
" 108	"	"	"	
" 109	"	"	"	
" 110	"	"	"	
" 114	"	"	"	
Rams III	G. Mannerheim	"	Ramstedt 1940	ibid.
Ma. DUD 2	C. E. Малов	Turfan	Малов 1927	ibid.
Ma. Pa 2	H. H. Кротков	Astana	Маџов 1951	ibid.
Feng. 1	Sino-Swedish Expedition	Kucha	Fêng 1954	ibid. T'u-lu-fan k'ao-ku-chi
Feng. Bin 2	Chinese Expedition	Turfan	Fêng 1958	ibid.
Ot. Ry 543	Otani Expedition	"	Haneda 1916 Mori 1960	Sai-iki Kôko-zufu Haneda 1916 (1958) Monumenta Serindica VI
Ot. Ry 1414[a]	"	"	Yamada 1961	ibid.

The date marking in this way the year, the month and the day was placed at the very beginning of the texts. In this connection, Professor Caferoğlu remarks that there seem to have been instances, though very few, of the contract documents which bore no date as well as of the documents under no particular subjects which had their date at the close<sup>3</sup>). Nevertheless, the only example of the documents with the date put at the end of their text is pledges of some kind<sup>4</sup>). It may be safely considered, in effect, that not only the contract documents of sales or loans but also those of the character of deeds of various kinds were all marked with a date at the beginning of their text.

It is evident from what was stated in their text following the date that, in case of sales contract documents, the date should be regarded as referring to that of the writing, or the closing of the contract or the bargain, although the price could have been sometimes paid at a different date from that given

(3) Caferoğlu Ahmet, "Uygularda Hukuk ve Maliye İstılahları" *Türkiyat Mecuması* IV, İstanbul 1934. In which he cites USP 51 as an example of a document without a date (p. 8, note 1), which, however, may be due to a misprint for USP 50. For USP 51, as a document of indentures, bears its date at the top of the text. It is true that USP 50 has no date put in the text; but it was supposedly a kind of the books. All the undated in USP are in fact fragments and their date must have been placed somewhere in the part now missing.

(4) USp 40 and USp 41. Both are drafts with the same contents.

in the document, of which more will be said later in this article.

## §2. Subject of Contract: Vendor and Vendee, Object of Sale, Price.

Next to the date comes an item of Subject of Contract, wherein were stated the vendor's and the vendee's names, the object of sale, the object as a medium of payment, and the price.

### 2.1. Vendor and Reason of Sale.

[B] *maṇa*, <Name of the Vendor>-*qa*, *yunlaqlıy* <Object> *kärgäk bolup*:  
 "To me, to <     >, being in need of <     > for use".

By using such a conventional statement, the name of the vendor and then the reason of his sale were provided. We must note here that the number of vendors involved in individual contracts was not always single but varied. It was two in not a few cases (USp 16, 107, 108; Rams III), three (USp 57), or more though as such is known only one instance among sales contract documents (Ma.Pa. 2). When the number of vendors was more than one, *biziñü* "to us" in place of *maṇa* was sometimes adopted in the above expression<sup>5)</sup>, and the listing of their names were immediately followed by a word *ikägü* "two" or *biz ikägü* "we two" in case of two vendors, and by *olar* "they" in case of more. In the last mentioned case, the names of two vendors only were mentioned and those of the rest were omitted by adding, in stead, to the text the words *başlap onluqlar* "the company of ten(-men) headed by". The same one recurs throughout the text without listing their respective names. At any rate, as the one who took responsibility for a given contract, the vendor put his seal at the close of the text. The same applied to the contract in which two or more vendors were involved, an indication of perfect joint responsibility.

The statement ... *kärgäk bolup* "being necessary ..." was in common use for documents of the nature of sales or loans contract as well, not to speak of genuine sales contract documents<sup>6)</sup>. The object specified here as being necessary were either *böz* "cotton cloth" or *kümüš* "silver" in the overwhelming majority of instances with the exception of an instance each for *qarčlıy*

(5) Though *maṇa* and *biziñü* correspond respectively to dative forms of the first person singular and plural pronouns, instances can be observed in which more than one vendor are represented by *maṇa* (for two vendors USp 19, 108; for three USp 57). Apart from its linguistic interpretation, it may imply a standardization of the form of such documents. Ramsteadt, reading the corresponding part in Rams III: *biz jeng-ke m(a)usi edgü bir ogul-qa biz ikegü-kü*, renders it: "When we, Jeng and Masi-Edgü, only son, when we two...". But as far as I could ascertain by the plate, it should be transliterated: *biz-iñ-kü masi edgü beg orul...* Then, this document also conforms to the form.

(6) With a single exception of a adoptive document concerning a child in which appears an expression *in order to cultivate boṇuz*! [a kind of corn for feed stuff] (Ma.01 1), this is common to all such documents.

which seems to have denoted "expense" at large and for *tawar* signifying "property". There are also three instances in which Chinese paper currency *čau* (from 鈔 *ch'ao*) was designated here (USp 15; Feng.Bin 2). In short, the usual practice was to name something passable as a circulating medium which the vendor wanted to obtain by selling his property, that is to say, something equivalent in value to its price.

As for *qarčliγ* and *tawar*, however, they were not what he asked for as such. The former, deciphered by Radloff (USp 16), is a word of rare occurrence and we have then no other choice than to accept, at present, his interpretation as "expense(s)" as well as his transliteration<sup>7)</sup>. In the text in question, the words signifying *for use* which are expected to precede this word in such a document is not found. The latter *tawar*, on the other hand, occurs *passim*. Yet, since diverse interpretations have been hitherto placed to its meaning, I shall make a few remarks on it.

Radloff first transliterated the word as *tajar* but left its meaning as yet unidentified (USp. ss.8, 48). His transliteration was later amended as *tawar*, whose meaning he inferred as "an specific commodity (eine bestimmte Ware)" (Usp. s. 78). Malov, at the time of his revision of Radloff's original, assigned to it a meaning "Chinese fabric (китайская материя)" without affording any ground for his identification (USp. s. 293). But he seems to have become doubtful about it later<sup>8)</sup>. The earliest known use of the word is encountered in the Šine-usu inscription dating from the eighth century A.D., wherein it appears to denote "property" apparently inclusive of domestic animals<sup>9)</sup>. Even at the present day, it is still used among the Turkic peoples in various senses such as "property, goods", "a group of live-stock" and "a good quality of silk"<sup>10)</sup>. It may probably be because of this equivocality of the word that an agreement on its semantic interpretation has not been reached yet. Nevertheless, we must also admit that it would not probably recur with one and the same meaning throughout in such documents. Thus, the price for *tawar* was in some cases indicated in terms of *böz* "cotton cloth" or *kümüš* "silver" and the amount of *tawar* was in some others given as a half *tawar*, three *tawar* and the like<sup>11)</sup>.

(7) "Ausgabe" (USp s.22). Malov, tentatively rendering it as расход "expenditure", suspects its relationship with Arabic (USp s. 279).

(8) Ма. Па. p. 274: *tawar*. Listing various examples of its usage, he refers to its meanings such as "estate" and "a good quality of textile". But he does not cite its instances from documentary resources and remarks that its etymology is still quite questionable.

(9) Seen in the fifth line of the south face of the inscription is an expression: "deprived Türgäš Qarluq of his *tawar*". The *tawar* herein was translated as "Eigentum" by Ramstedt (G. J. Ramstedt, "Zwei uigurische Runeninschriften", *Jour. de la Soc. Finno-Ougrienne*. XXX, 3. 1913), as имущество "property, estate" by Malov (С.Е. Малов, *Памятники Древнетюркской Письменности Монголии и Киргизии*, Моск. Лен. 1959, стр. 42, 102) and as *davar* "a group of live-stock" by Orkun (H.N. Orkun, *Eski Türk Yazıtları I*, Istanbul, 1936, p. 276).

(10) RdWb III 966, 985.

(11) USp 8, 32.

In the former contexts, the word *tawar* certainly denotes some specific commodity, possibly a Chinese textile of a good quality. In fact, such a use of the word is still found among the Uigurs in Kansu (Sarıγ Uigurs) whose language is said to retain many Middle Uigur words<sup>12</sup>). On the contrary, it is obvious that *tawar* does not refer to any specific commodity when it appears in a statement preceded by an enumeration of articles in a document regarding partition of the estate, which reads: "These various (kinds of) *tawar* shall be divided among three sons"<sup>13</sup>). If, indeed, this word is not used in designating the object of sale or that as a medium of payment, but only in the part giving the reason of sale, then it should be taken as used in an abstract sense such as "property, object" like the foregoing *qarčlıγ*. This shows that the object mentioned in this part of the text was not always what could pass as a sort of currency like *böz* and further supplies a reasonable ground for the argument that this part of the text states the reason of sale rather than the designation of the object to be paid for the price.

Radloff applies to the formulary expression *yunlaqlıγ* a German rendering: "vollwertig" in most of its occurrences<sup>14</sup>) but "münzwertig habende, geldwertig" when accompanied by the word *çau*, namely, good for currency. In the same way, Malov, besides its usual meaning "to move", gives it a translation: употребительный "good for circulation"<sup>15</sup>). Like Malov, Fêng Chia-shêng defines its meaning as 通用的 "be current"<sup>16</sup>). However, seeing that it was also employed with such a word as *tawar*, we may rather take it as an adoption of Chinese 用 *yung*, signifying "to use (gebrauchen)", after A. von Gabain<sup>17</sup>). For all that, it must be noted that its use in this sense was limited to sales contract documents, while it was never found in loan contract documents even if they contained a statement to give the reason or had *böz* or *kümüš* to refer to the object of loan. On the other hand, as far as sales contract documents are concerned, there is only one exception of the document quoted above USp 16, in which the word *qarčlıγ* was used. Still more, we can mention as those containing the expression at stake three documents of indentures (USp 14, 15; Ma.01 1) and one among those of adoption of a child (Ma.01 2), which may be regarded as a kind of sales contract documents. Thus, it can safely be considered that the application of this formulary expression was restricted to

(12) С. Е. Малов, «Язык желтых уйгуров» Alma-ata, 1956, стр. 109.

(13) It is interesting to note that the beginning of the document Ma.01 1 (concerning adoption of a child) was rewritten. The *tawar* of the original statement: "*tawar* being necessary" is replaced by the word *kümüš* at its rewriting. In this case also the *tawar* must have been adopted in an abstract sense.

(14) Radloff at first was unable to make out its meaning and left it as yet unknown (USp 13, 14). Later, he interpreted its meaning as "vollwertig" when accompanied by *böz* or *kümüš* (USp s. 99).

(15) USp s. 276; Ma. Pa p. 389.

(16) Fêng p. 122; Fêng Bin p. 112.

(17) W. Bang und A. von Gabain, *Analytischer Index zu den fünf ersten Stücken der Türkischen Turfan-Texte*. Berlin, 1931, s. 58; vGAG, s. 357.

documents of sales contract.

## 2.2. Vendee, Object of Sale and its Price.

Next to the statement just explained was made the one relating to the object of sale, the object as a medium of payment and its price along with the vendee's name. Generally speaking, we may recognize two types [C] and [D] of such statements.

2.2.1. [C] <Object of Sale>-ni/-ig <Vendee's>-qa toçuru tomlidu satdim. satiy <Medium of Payment>-sin inča sözlästimiz, <Price>-qa käsiştimiz: "I have rightly sold < > to < >. We have discussed about < > as a medium of payment as in the following and have decided upon < >."

This statement is very clear and accurate as compared with that of the type [D]. Incidentally it is observed that *tiştimiz* (*ti-š* "to discuss, consult") is employed in USp 110 in place of *sözlästimiz* (from *sözlä-š* "to consult") and *üsiştümüz* (from *üs-/üz* "to smash" -*üş*) in Ot.Ry 1414[a], in place of *käsiştimiz* (from *käs* "to smash, cut" -*iš*)<sup>18</sup>. This type of statement can also be found in one of the documents of indentures (Ma.01 1), which reads: "Have discussed about the contract money as in the following. . . has been indentured for ten *stir* of silver".

2.2.2. The statements of the second type [D], designating the vendee, the object of sale, the medium of payment and its price all in a single sentence, is concluded with a phrase: "(I) have rightly sold (*toçuru tomlidu satdim*)". These may be further subclassified into the following types:

[Da] <Object of Sale>-ni/-ig <Vendee>-qa <Medium/Price>...: "[I have rightly sold] < > to < > for < >"

[Db] <Object of Sale>-ni/-ig <Vendee>-tin <Medium/Price> *alip*...: "[I have rightly sold], having received < > from < >, < >"

[Dc] <Object of Sale>-ni/-ig <Medium/Price>-qa <Vendee>-qa...: "[I have rightly sold] < >, for < >, to < >"

[Dd] <Vendee>-tin <Medium/Price> *alip* <Object of Sale>-ni/-ig...: "Having received < > from < >, [I have rightly sold] < >"

In addition to these four, we may on a rare occasion come across their mixtures. Thus, there are statements such as "Having received <Medium/Price> from <Vendee>, (I have rightly sold) <Object of Sale> to <Vendee>" (USp 13) and "Having received <Price> from <Vendee>, (I have rightly sold) <Object of Sale> to <Vendee> for <Price>" (Ma. DUD 2). In case of documents of indentures and of adoption of a child, the corresponding statements generally fall in with the type [Da]: "I have given away <Person

(18) Cf. the main part, 1. 10.

Concerned) as an adopted/indentured to <Adoptive Parent/Employer> for <Contract Money> (Ma. 01 1; USp 51).

In either case, the expression *toγuru tomlidu satdīm* is indispensable. The subject of the verb *satdīm* (from *sat-* "to sell") is, of course, the vendor referred to in the preceding clause, which thus clearly indicate that the contract concerned was drawn up upon his own responsibility. *Toγuru~toγru~toγri* corresponding to *doğru* "straight, right, true" of present-day Turkic dialects<sup>19)</sup> and *tomlidu*, which may be used as a sort of duplication though nothing definite can yet be said of it, both modifies *sat-*. The use of this expression is restricted to sales contract documents and is found in all of them but one (USp 16). This exceptional document, however, can be considered as anomalous, as is seen from the use of the above-mentioned rare word *qarçliγ*<sup>20)</sup>.

In designating the object of sale, what concerns with proprietorship is carefully expressed. Thus, the object concerned naturally belongs to the vendor whose name occurs in the foregoing part of the text, but, when referred to, it is usually not only attached with the first person possessive suffix *-im/-um* but also accompanied by such expressions as *öz* "of self" (USp 109), *māniγ* "my" (Ma.DUD 2) and *maηa sanliγ* "belonging to me" (USp 15). Besides, in case of the object concerned being a slave servant, there is an example of the expression: *kiši-tin ulam satip almış* "(whom), from another person, (I) had bought before [as for ever?] and kept" (USp 56).

Now, there remains a problem of joint ownership. It may well be suspected that the same problem could have arisen in case of contract documents concerning the slave trade, but any statements about it cannot be found in the corresponding parts of their texts. Among sales contract documents about land, on the other hand, a number of the examples relating to this problem can be observed, which are as follows.

1. *Suria birlä ülişlüg maηa tægär . . .*: "(which) is shared with Suria, then may fall to me" (USp 13)<sup>21)</sup>
2. *aqa ini-lär bilä . . . ülişlüg borluq-ta maηa tægär . . .*: "of the garden which is shared . . . with the brothers, (the portion which) falls to me (Ot.Ry 543)
3. *küdägüm Tapmiş-qa üliş-tä tægmiş . . .*: "(which) fell to Tapmiş, my son-in-law for the portion" (Feng 1)
4. *içim Qançuy bilä tüz ülişlüg . . .*: "(which) is commonly shared with Qançugh, my elder brother" (Ot.Ry 1414[a])

I have mentioned above that more than one vendor may, in joint responsibility, be alluded to with their names in a single contract. In the cases cited

(19) RdWb III 1708. The form *toγru* is still observed in the Koman dialect.

(20) USp 16 (Ls 4-6): *Qutluγ atlīγ qatīn kişini satip, Qutluγ tāmür-tin yüz ülig qalīn böz altimiz* "Having sold a woman named *Qutluγ*, we have received from *Qutluγ Tāmür* 150 (pieces of) thick cotton cloth".

(21) *Suria* as deciphered here and the following *suri* (L.9) must be referring to one and the same person.



above, however, it was always only one who took responsibility for the contract concerned. Now, it is obvious that there is a problem of joint proprietorship as to the land regarded as the object of sale. For a detailed inquiry into this, another article will be required. In this connection, thus, I shall express my opinion only about the examples above.

First of all the question of the word *ülüš* comes up in all of them. The word must have been related to *ülüg* which appeared with two meanings "good fortune" and "portion"<sup>22)</sup> in the old runic inscriptions and is still widely used in present-day Turkic dialects in the forms *ülüš* and *üläš*<sup>23)</sup>. In which it denotes "portion, share, holding" but "volume, chapter" when employed in reference to books. Thus, there seems to be no problem as to its interpretation since scholars have agreed on it. Nevertheless, when it is applied to such contracts, it is hard though important to make out what sort of legal relationship it implied. Caferoğlu, taking it up as a legal term, could only assign to it a gloss *hisse* "share" and gave it no further consideration<sup>24)</sup>.

Example 1 is quoted from a contract document concerning a sale of a garden by a Sada, who, taking his own portion of the garden which had been jointly held with Suriä, set it on sale. Thus, it should be compared with the statement made in the description of the boundaries of the land to sell in the later part of the text that the land on the north side is "the garden which have fallen into possession of Suriä" (*Suria-qa tägmiš borluq*). The word *täg*-here, signifying "to reach, extend; to get, hold", was often adopted in combination with *ülüš*. We may further compare it with some corresponding statements in certain other loan contracts, for example, the one that, of the land under joint ownership, "my land, as a share-portion, belonging to me (*maña tägär bölük ülišlüg yirim*) shall be given, if I fail to observe the terms of repayment" (USp 29).

Example 2, though similar in contents to Example 1, is short of the contexts, both preceding and following, to show its settings, as its text is not only fragmentary but also has many torn places<sup>25)</sup>.

To our regret, the text of Example 3 also lacks a sentence immediately following it. In stating that the relatives of the vendor shall not make any protest against the contract concerned, where only those of Turmiš tigin (Vendor) would be referred to in a usual statement, there it is also emphasized that the brothers of his son-in-law Tapmiš, too, had no objection to it. This may justify our surmise that the settings of the contract in question might have

(22) *qutim bar üçün, ülügim bar üçün*: "that blessing be with me, that luck be with me" (Kül Tegin Inscription 29) (Ma. Pa. p. 31).

*äki ülügi atlır ärti, bir ülügi yadaç ärti*: "Two portions of it were on horseback, one portion of it was on foot" (Tonyuquq Inscription 4) (ibid. p. 61).

(23) RdWb I 1847, 1853.

(24) Caferoğlu, op. cit. 1934, p. 34, Legal Terms XXXII.

(25) See plate 4!

been such that the vendor concerned, forcing Tapmīš to give back what the former once handed over to the latter as his share, put it on sale.

The word *tüz* in Example 4 originally signified "level", from which then derived meanings like "same, equal"<sup>26)</sup>. Since *tüz* and *tāḡ* "equal" (from Chinese *téng*)<sup>27)</sup> both occur in combination with *ülüş*<sup>28)</sup>, they can be regarded as identical in sense when adopted in such contexts, where they meant not equality but partnership. As in Examples 1 and 3, no explanation of its settings is found in the rest of the text. Thus, taken literally, it may imply that the land which the vendor held jointly with his elder brother was offered for sale under his own responsibility. Similar circumstances can be observed in the case of a contract document of a loan of a farm land (USp 11), in which a Tämür Buqa borrowed from a Qaiimtu the land which was a joint holding of both the latter and a Ilči (*birlä-ki tāḡ ülüšlüg*). In this contract, only Tämür Buqa and Qaiimtu registered their name as the parties concerned, Ilči being kept in the background throughout the contract. Although we must always distinguish between sales and loans, on the one hand, and between ownership and use, on the other, yet it may be worthwhile to compare these different kinds of documents.

In any case, there was a greater possibility of dispute if the problem of joint ownership was involved in a given contract, which thus no doubt required such a particular reference to it as we have just examined above. In the text of Example 3, it is also mentioned that the estate was sold "with the share document" (*ülüš bitigi birlä*). Perhaps there could have been such a document.

In case of the object of sale being land, it is sometimes observed that its classification as well as the specification of the object concerned as "land" (*yir*) was given in the contract. In the greatest number of cases, the object of sale was a "vineyard, orchard, garden" (*borluq*). There were also cases in which the objects concerned were those assorted as the "stubble field" (*ängiz yir*), the "vegetable garden" (*qavlalıḡ*) and the "marsh" (*öläḡ*). Though what each of them really was claims our further consideration, it will not be touched upon here.

It is also noticed that a common practice in such contracts was to delineate roughly the location of land by making use of post-positions such as *-taqı/-täki*, *-ta/-tä* "to be (located) in" and *üzä* "(near) by, on"<sup>29)</sup> and, frequently, by reference to the canal (*ögän*) to irrigate the land, as in *ögän üzä suwaqlıy*. Further, the extent of land was given in some cases and, if given,

(26) vGAG s. 346.

(27) vGAG s. 340.

(28) ... *birlä-ki tāḡ ülüšlüg*... (USp 11.) [loan document about a farm land].

... *birlä tāḡün ülüš* (USp 98.) [contract about adoption of a child].

(29) USp 109 offers an exception, in which the location of land was not given.

usually by means of units of measure like *šiq* and *küri*<sup>30)</sup>, but sometimes by using expressions such as "adequate for six person's work" (*altı är kömär . . .*) (USp 13)<sup>31)</sup>.

Now a passing remark on the case of the slave trade. There, the names of the slaves were invariably recorded. Their sex is on the whole clear. For the different appellatives *qul* and *küñ* were often applied to a man and a woman slave respectively, as is commonly known. Even when the word *qarabaš* "black head" was adopted in stead, which stood for slaves in general, there is every indication to mark off clearly their sex. Not on a rare occasion, their assortment was indicated in terms of modifiers placed before *qarabaš* as in *qiz qarabaš* (USp 110) and *äwçi qarabaš* (USp 114). *Qiz* apparently denoted "a maid servant (from "daughter")" and *äwçi*, consisting of the stem *äw* "house" and an ending for occupation *-çi*, signified "a domestic worker, woman"<sup>32)</sup>, thus supposedly meaning "a maid-servant" like *qiz* in this context. On the other hand, *är qarabaš* "a man slave" (USp 61) and *tämürçi qarabaš* "a blacksmith slave" no doubt referred to a man<sup>33)</sup>. There are instances in which no modifiers were added to *qarabaš*. In one of them (Feng . Bin), obviously a man slave is alluded to. We also come across contracts such as those with the age of the slave registered (a girl of twelve years: USp 110) and with a special mention of his race as a Kitai (Feng . Bin).

It is further noted that *oçul* "son, child" and *qatun kiši* "woman"<sup>32)</sup> were adopted to refer to slaves in certain other documents. As for *oçul*, its use is found in a series of five documents relating to one and the same slave which were presented by *Fêng Chia-shêng* (Feng. Bin 1-4; Feng 1960). The same slave is mentioned not only as *oçul* in (3) but also as *qarabaš* in (2) and, later, as *qul* in (4) as well. Furthermore, a runaway slave is referred to as either *qul* or *oçul* in another document regarding an escape of a slave (USp 116). As for a document in which *qatun kiši* occurs (USp 16), it perfectly agrees in form with the sales contract, presenting a clear distinction from such as the document of indentures. Besides this, the price paid for the slave concerned was 150 *böz*, which is considerably high as compared with the ones paid for woman slaves in other cases: 62 *böz* (Ma.DUD 2), 80 *böz* (USp 110) and 110 *böz* (USp 56). These doubtless confirm our conclusion that the contract document in question was about a sales contract.

The vendee's name was expressed here for the first time. As in the case of

- (30) Cf. the main part 2.5., 2.6. and also Д. Тихонов "Налоги и налоговые термины в уйгурском государстве", «Ученые Записки Института Востоковедения», XVI, 1958, стр. 68.
- (31) A similar expression can be seen in a contract concerning transfer of liability (USp 32): *üč är kömär borluq* "a garden adequate for three persons' work".
- (32) The HNY gives the glosses 婦 *fu* "a wife, a lady, a woman" for *äwçi* and 婦人 *fu jên* "a wife, a woman" for *qatun kiši*.
- (33) In USp 73, which relates to permission of a marriage between a man- and a woman-slave, they are referred to as *tämürçi qarabaš* and *äwçi qarabaš*. In other parts of the same document, they are also mentioned as *qul* and *küñ* respectively.

the vendor, more than one vendee may have participated in a given contract. As a matter of fact, there are no instances of the sales contract documents in which two or more vendees were concerned. For the contract documents about exchange of land, one instance is known where two persons (both belonging to the party requested for the exchange) were interested in the contract (USp 30). As for vendees, it is often clear that they were vendors' neighbours. Among three documents (USp 107, 108 and 109) concerning the selling of land by two vendors Ozmış toγrıl and Tügäl, the latter two (108 and 109) included the same vendee, whose holding was adjacent on the east side to the land sold in 109. Similarly, in Rams III, the vendee had his holding adjoining the land sold in the south and, in Ma.Pa 2, the vendee was the owner of a land bordering on the one concerned in the west. These may possibly be related with the right of preemption.

The medium of payment which had been already specified in [B] was referred to here again along with the price. The amounts of *kümüš* and *čau* used as circulating media were given in terms of units such as *yastuq*, *sätir* and *baqır*<sup>(34)</sup> but the amount of cotton cloth, though originally indicated in terms of *bay* "a bundle"<sup>(35)</sup>, usually had no particular unit of measure for itself. As for these units of measure, I shall not discuss about them here, though these remains a lot yet to be studied on them.

### §3. Confirmation of Payment.

After the date and main items about the contents of a given sale an item to confirm the completion of the transaction was put down. For this, we have the following formulary statement.

[E] *bu* <Object> *satiyi* <Price>-*ni/-ig*, *bitig qilmış kün üzä, män* <Vendee> *tükäl (sanap) birtim, män* <Vendor> *ymä түкäl (sanap) altim*: "This <Price> (for a sale of < >), on the day of the drawing up of the contract, have I < > paid all (counting). I < >, too, have received all (counting)."

It is by no means rare that *sanap* was omitted and that the vendees and the vendors were mentioned in the reverse order. The word *tükäl* was often further followed for emphasis by an adverbial phrase *bir ägsügsüz* "with none missing", which is in one instance replaced by an expression *bir qodmatin* "with none damaged" (Ma.Pa 2). The word *arilap* is inserted after *sanap* in a single instance (Ma.DUD 2), whose meaning is inferred by Malov as "to

(34) In regard with these units of measure, a detailed study is found in N. Maeda, "元代の貨幣單位 (The units of money in Yüan eras)", *Shakai-Keizaishigaku*, XIV, 4, 1944. pp. 1-22. Cf. also USp, ss. 79, 88, 90; Rams p. 12; Feng p. 122; H. Herrfahrdt, "Das Formular der uigurischen Schuldurkunden". *Zeitschrift für vergleichende Rechtswissenschaft*. XLVIII. 1934. s. 97, Anm. 2).

(35) As a number of examples in which *bay* is adopted, we may give USp 29 (*böz*; loan contract) and USp 91 (ledge for payment?) as well as USp 13 and Ma. DUD 2.

count”<sup>36</sup>). The use of *tartip* in place of the second *sanap* can be also observed (USp 109; also in a document of indentures Ma.OI 1). Besides its usual meaning “to draw”, *tart-* had another “to weigh”<sup>37</sup>). Provided that the word actually referred to a performance of measuring or weighing, its use is significant as describing what was performed at the time of payment. It was in fact silver (*kümüš*) which was paid in both of the dealings in question.

This statement for confirmation of payment was very standardized and thus there have been so far known but two documents lacking it. It appears rather strange that these two, quite normal in all other respects, lack this statement. However, a certain other expression in each case can be recognized as making up for it. USp 57 contains an additional sentence at the end of the text (Ls 21–23): “This contract was written at Adar, the bāg of . . . (*bu bitig a . . . niḡ bāgi Adar-niḡ tūgāsın-tā bitidim*)”. In Rams III, a phrase: “in front of Sibil Qasar (*Sibil Qasar özkin-tā*)” is added to the item [D]. They were quite exceptional and no other examples have been found as yet. It may be that the confirmative statement under examination was omitted by expressing, in stead, the presence of some other witness than those who signed in the documents just as in the case of §. 7 below<sup>38</sup>).

Incidentally, it is certain from the context that “the day of the drawing up of the contract” pointed to the date placed at the top of the text, and hence the present statement as a whole amounts to saying that the payment of a given price was duly made on that day<sup>39</sup>). But, as a matter of fact, the price was not always paid in full on the day. A most concrete illustration may be offered by two of the abovementioned documents relating to the slave trade presented by Fêng Chia-shêng (Feng. Bin). The second document (2), as a formal sales contract, which is the subject of the present study, bears date “the twenty-sixth of the eighth month in the year of dragon”. The price concerned was “nine *yastuq* of *čau*”, the item [E] as well being stated there. Yet, this document is further attached to by another (1) written in both Uigur and Chinese in regard to the actual payment of the price. According to the latter, it appears that eight *yastuq* out of nine had been paid in two installments before the payment was completed on the twenty-sixth of the eighth month. Though the month in which these previous payments were made is not certain,

(36) Ma. DUD p. 394.

(37) USp 109 (Ls 6–7): *mān Ozmiš toyril ymā tükäl tartip aliim*. Radloff's translation is: “und ich, Ozmisch Togryl, habe es meinerseits vollständig erhalten” (USp s. 205). He seems to take the meaning of *tart-* as “to draw near” and hence as synonymous with *al-* “to take”. Malov gives it two meanings тянуть “to draw” and взвешивать “to weigh” (USp s. 294), the latter being applied to the case of Ma.01 1 (L 8). Cf. RdWb III 857–60.

(38) As such an intervention of a third party, we may also refer to Ot. Ry 2734 in which it is mentioned that the vessel used for measuring corn belonged to a third party other than the witnesses concerned.

(39) USp 16 provides a single exception for this. An expression *satır qılmış kün* “the day of the buying and selling”.

it is known that they were respectively made on the ninth and eleventh days of a certain month. On the contrary, two examples are found in which the price was actually paid after the date of each contract. Both, as the documents concerning the slave trade, contain a paragraph of the postscript character after the ordinary text of the deed where the full payment of the price is confirmed again with its date. In one document (USp 61), the full payment was due one day after, and in another (USp 114), three days after, the date given in the respective texts. One of the documents of indentures (USp 51) comprises a similar postscript. Though the part of its main text bearing the date is now missing, we may probably assume similar circumstances as in the above two<sup>(40)</sup>. (Cf. §. 8 below.)

Now, what follows from the foregoing is, as naturally expected, the conclusion that the date of the actual payment of price was in principle that of the drawing up of a given contract. Nevertheless, it is occasionally observed that, even if the confirmative statement about payment was written down in a deed, the payment had not yet been completed. In such cases, it is conceivable that, when the payment was completed, a separate paragraph to this effect was appended to the text. But it is unlikely that more than several days of grace could be given.

#### §4. Boundaries of Land.

In case of the slave trade, all matters pertaining to the object of sale were expressed in the items [C] or [D]. As for the sale of land, the boundaries of a given piece of land for sale and some other necessary matters were in principle stated separately. Thus they were usually given immediately after [E], but it also occurred on a rare occasion that they were mentioned near the close of the text. The lack of this statement in Feng 1 may possibly be due to the fact that the land for sale did not consist of a single tract but isolated ones. The form of this document as a whole is peculiar too.

[F] *bu* <Assortment of Land>-*niŋ sičisi öŋdün yiŋaq...adīrar, kündün yiŋaq...adīrar, kidin yiŋaq...adīrar, taŋdin yiŋaq...adīrar*: “(As for) the boundaries of this land, on the east...divides, on the south...divides, on the west...divides, on the north...divides.”

The word *sičī*, though directly adopted from Chinese 四至 *sū chih* “four reaches”<sup>(41)</sup>, stood for “a boundary”. Expressions such as the eastern *sičī* and the western *sičī* are also seen (USp 13; Rams III), and, further, it was not rare to find an expression “the land with these four *sičī*(s)”. The order of the description of the boundaries with reference to the four directions was some-

(40) Radloff ascribes the same date to the text as in the postscript, saying that it is obvious from the date in the postscript, though that part of the text which bore date is now missing (USp ss. 86, 87). For the reasons given above, I cannot agree with him.

(41) Cf. F. W. K. Müller, “Uigurische Glossen”, *Ostasiatische Zeitschrift*, 1920 (Festschrift für Hirth), s. 324.

times different from the one given above<sup>42</sup>): e.g. east, south, north and west in USp 109 and north, east, south and west in Ot.Ry 1414[a]. A remarkable point of the last is that the words *örü* "above" and *qodü* "below" were used for "north" and "south"<sup>43</sup>).

The blanks with the dotted lines as in "On the east... divides" were each filled in with something to mark the boundaries of land like the adjoining estates. As such were also used the natural objects like *yol* "a way" and *ögän* "a canal" in the overwhelming majority of instances as well as the others' land with their names mentioned. There is also a case in which *sai* "a waste land, deserts(?)" was employed to this effect (Rams III). *Yol*, when used as such, is often preceded by an adjective *uluγ* as in *uluγ yol* "a large way". Though in a single example, the same adjective modifies *ögän* and hence *uluγ ögän* "a large river" (Ma.Pa 2). The word *ögän* may have signified a natural watercourse in some cases, but it must have also meant an artificial canal in others like the compound word mentioned below: *suw yoli* "a waterway", which corresponds to the Chinese *ch'ü* 渠. In connection with irrigation rights or water rights, we must pay due attention to the fact that *ögän* was occasionally referred to with a certain person's name as in "so-and-so's *ögän*" (USp 107 and 109).

It is sometimes observed that certain matters to be attended to as well as the boundaries of land were touched upon. For example, it is mentioned in USp 107 that there ran across the land for sale a "carriage way (*Qanlı yol*)" belonging to a person who held his own adjoining it on the north side. Incidentally, the *ögän* on the east side of the land belonged to one of the neighbours. In two documents (USp 107 and 108) both concerned with the same vendor, it is mentioned that no tax nor liabilities was assessed on the land for sale<sup>44</sup>). As a similar example, we may further compare these with a separately stated paragraph in a deed about exchange of land (USp 30) that a "waterway (*suw yoli*) flowed through the land concerned. All these remarks must have been intended for the prevention of possible disputes after the transfer of ownership.

##### §5. Declaration of New Owner's (Vendee's) Right.

[G] *bu* <Object> *üzä*, *miñ yil tümän kün-kätägi* <Vendee> *ärklig bolzun*, *taplasar özi tutzun*, *taplamasar adın kişi-kä ötkürü satzun*: "Over

(42) For the normal order of the description of four borders, cf. M. Mori, "Siçi and ssü chih", 和田博士古稀記念東洋史論叢 (*Oriental studies presented to Sei Wada, in celebration of his seventieth birthday, 15 November 1960 by his friends and pupils*) Tokyo, 1960, pp. 950-970.

(43) Cf. the main part, I. 11.

(44) Though a part of USp 107 is missing, it is sure that it had the same contents with USp 108. The paragraph in question is as follows: *bu yir-niñ nägü ymä irti birti yoq* "There is no *irt* nor *birt* on this land". *Irt* never occurs by itself but always in combination with *birt* as a part of doublet. Radloff renders it as "allerlei Abgabe" (USp s. 148, etc.). Cf. also Caferoğlu op. cit., 1934, p. 38. В, Economics Terms VI; Тихонов, op. cit., 1958, стр. 66, 67.

this < >, until a thousand years, ten thousand days, < > shall be powerfull! If he wishes, he may keep it! If he wishes not, he may yield and sell it to another!,,

Some instances of this item begins with phrases like *bu küntin inaru* (USp 107) and *bu küntin minčä* (Feng 1), both signifying “from this day (today) onwards”. In case of the sale of land, the same one opens with adjectival phrases such as “with these four boundaries (*bu tört sičiliγ*)” and “within these four boundaries (*bu tört siči ičindäki*)”<sup>(45)</sup> and, in case of the slave trade, with or without the name of the slave sold. The expression “a thousand years, ten thousand days” were not found in a number of cases (USp 61, 114; Ma.Pa 2; Feng 1). A tendency can be observed that the items preceding the present one are slightly longer in these cases than in others and hence it seems that the expression was omitted for stylistic reasons. In stead of it, the above quoted two land-deeds by *Ozmış toyril* (USp 107, 108), which were drawn up by the same person, adopt a unique expression “a thousand, ten thousand years”.

That part of the item which comes after “[Vendee] shall be powerful” was fully stylized. Thus, we find but two exceptions. The differences in them, however, are very slight, one (USp 16) lacking *ötkürü* and the other (Ot.Ry 1414[a]) using *tarizun* “he shall cultivate” in stead of *tutzun*. From its appearance, in any case, we may take this as a due statement of the vendee’s right of ownership in the deeds. This is rightly confirmed by the fact that this item is preceded by a phrase *bitigdäki* “in (this) deed” in one instance (Ma.Pa 2).

## §6. Security and Penalty for the Breach of Contract.

The foregoing items are relating to the facts about the contents of a given sales contract, but the following ones are the supplementary to it. By the latter the vendor meant to assure the vendee of his new ownership.

### 6.1. Security (in regard to vendors’ security against the interference of their relatives and others).

[H] *män*<Vendor>-*niη ičim inim...kim kim mä bolup, čam čarim qil-mazunlar*: “Elder and younger brothers,...of me, whosoever they may be, they shall not cause troubles.

Usually, it was like the above. *Biz* “we” was, of course given in case of two or more vendors. Sometimes *mäniη* “my, of me” or *bizniη* “our, of us” alone was used without giving the name(s) of the vendor(s). In front of this statement, certain documents show expressions such as “about this <Object> (*bu* < >)-*qa*) (Ma.Pa 2) and “about this <Object> I <Vendor> have sold

(45) An only exception is USp 107 which has the item [F] at the end of the text and which says only “this land (*bu yir*)” here. Feng 1 is peculiar in that it further contains a detailed account of the holding sold: “to this orchard, land, water, house, garden... (*bu borluqqa yirkä suwqa äwkä baγqa*)”.



(*bu män* < > *satmı̄ş* < > -*kä*)” (Ma.DUD 2). They obviously indicate that the statement to come after them is undoubtedly connected with the sale concerned there. In fact, we find an expression like *bu borluq yulı̄r-ta* “in this dealing of a garden” in Ot.Ry 543.

The vendor’s relatives and others named here varied according to circumstances. As a problem of kinship terms or certain social relations, their meaning demands closer investigation. For the time being, however, I shall accept their hitherto given interpretation. Among others, we find such as in the following.

As kinship terms: *iči*, *aqa* “an elder brother”; *ini* “a younger brother”; *oγul* “a son”; *uruγ* “a descendant”; *küddäg* “a son-in-law”; *yigän* “a nephew or niece”; *taγai* “an uncle”; *toγmı̄ş* “a relative”; *qa~qadaş* “a relative or a relative by marriage”.

As others: *onluγ* “a ten(-men or houses) group”; *yüzlüg* “a hundred(-men or houses) group”; *alimči* “obligee”; *birimči* “obligor”.

Besides these, such words as *iši* “a party” and *adın* “others” were also employed in some cases. Among all these both *iči*, *aqa* “an elder brother” and *ini* “a younger brother” were always expressed.

After this enumeration comes a clause with *kim* “who” or *qayu/qanu* “what, how”, meaning “whosoever they may be” (*kim kim-mä bolup*, *kim kim-mä ärsär*, *kim ymä*, *kim qayu*, *qayu kişi*). By this it seems to be implied that not only those who were mentioned in the preceding part as “elder and younger brothers... of me” but also others who found no particular mention therein should be taken into consideration. This interpretation is supported by the use of *taqi* “further” before the expression “whosoever they may be” in USp 61. Thus, the item [H], taken literally, can be regarded as a reference to the interference of third persons at large as well as relatives and other socially related persons. Even so, for all practical purposes, attention was focused on relatives, as will be seen from the following [I] and [J].

The most common expression for “to file a protest, bring about a dispute, cause troubles” was *čam čarım qıl-* by the reading usual hitherto. As for *čam*, Caferoğlu explains it as “a law suit, a dispute”<sup>46</sup>). But, as far as its use in this expression is concerned, it does not seem to have denoted a legal action like “a law suit”, or, in place of it, verbs like *ayıt-* “to ask” (USp 107, 108; Ot.Ry 1414[a]), *istä-* “to seek for” (USp 107, 108; Ot.Ry 1414[a]) and *taplaş-* “to oppose” (USp 15) as well as its verbal form *čamla-* could be also adopted. Moreover, the use of an additional clause *ayıt-yalı̄ işidkälı̄ yorisarlar sawları̄ yorımazun* “even if (they) may ask, their words shall not pass” (USp 107) indicates that the existence of a third person of official character was in no way alluded to by it. Thus, its etymology and meaning is not yet certain at pre-

(46) Caferoğlu, op. cit., 1934, p. 33. A Legal Terms XXXI. *Čarım* never stands alone by itself but always in combination with *čam* as a part of a doublet.

sent<sup>47</sup>). I suspect it to bear an etymological relationship with Chinese 奸 *chien* "crafty, villainous". The statement in the Chinese sales contract documents which rightly corresponds to the present one usually contains an expression 忤恠 which Niida transliterates as *kan lin* and takes to mean "to interfere and grudge"<sup>48</sup>). 忤 stands for 干 *kan*, 奸 and 干 being synonyms<sup>49</sup>). Provided that *čam* might be read *čäm* and derived from Chinese *chien*, its meaning would be clear and certain. I should like, however, to give further consideration to this question in the future.

The *-zunlar* which is common to the expression *čam čarim qilmazunlar* and others is the ending for the third person plural imperative (vGAG. §215). This ending signifying "They shall not..." along with the item [G] was in order to express the assurance of the vendor himself that the interference by his relatives and others would be impossible. As such should it be interpreted which is common to a majority of cases. Another expression to the same effect will be mentioned later. Only in Ma.DUD 2, we meet with an expression without this imperative ending: *čam čarim qilsarlar* "although they may bring about a dispute". It is, however, because this is placed before [G]. And the same expression with a different ending repeats itself immediately after [G]: *bu kiši-kä čam čarim qilmazun*. Indeed, such varied uses of the same conventional expression would cause a confusion of the context. But what was intended for by it is always one and the same.

## 6.2. Penalty for the Breach of Contract.

Even though the vendor himself manifested his will to give security against any interference of his relatives and others, the latter would not follow his will. Thus, there was always a possibility of a dispute being brought about by them. In regard to the measures taken on such occasions, we can recognize two distinct statements. One calls into question the penalty and the compensation for the breach of a given contract to be effected only between the parties concerned, and the other, without touching upon these, brings forward payment of money or the like to a disinterested party of public character, that is to say, the pecuniary penalty of that character.

### 6.2.1. In Case of the Breach of Contract.

[I] *apam birök, ärklig bæg iši küčin tutup, čam čarim qilsarlar*: "Incidentally, if they bring about a dispute by using the force of the influential bæg and his party".

*Apam birök* could be replaced by either *apam* or *taqı birök*, which all means "furthermore, incidentally, now", thus giving such a concessive conno-

(47) Caferoğlu, *ibid.* Among modern dialects, only Tuba- and Lebed-dialects have a word *čam* which is defined by Radloff: "Vorwurf". (RdWb III 1937)

(48) N. Niida, 唐宋法律文書の研究 (*The Critical Study on Legal Documents of the T'ang and Sung Eras*), Tokyo, 1937, pp. 122-23.

(49) MDKJ III 6045.

tation as "the vendor, indeed, have shown his will to give security; but..."

*Iši* for the "his party" of the phrase "the influential *bäg* and his party" can be interpreted to consist of the stem *iš* and the third person possessive ending *-i*, though it is not clear what is referred to by "his" or "*bäg's*" party. Since a title of the central government official like *ilči yalawači* is seen to follow the phrase in some documents (USp 13, 16; Ot.Ry 543; Feng. Bin 2; Ma.DUD 2), it is likely that the word referred to certain governmental officials<sup>50</sup>).

From the present context alone, the next phrase *küčin tutup* "(by) using (the) force" can be taken to mean either "*bäg* and his party using force" or "by using the force of *bäg* and his party". However, the addition of the ending *-niḡ* to *bäg iši*, thus *bäg iši-niḡ küčin* "the force of *bäg* and his party", observed in Ma.Ol 2 supports the second interpretation. In short, attention was here directed to a possibility of the interference of an official power like the central or local government, which could be called forth by the objection to the sale concerned by someone other than the vendor himself by maintaining his legal right. If so interpreted, the act "to bring about a dispute (*čam čarim qil-*) in reality might be related to "a lawsuit".

Some documents (USp 56, 57, 61, 109, 114; TM 95) simply say "Incidentally, if (they) bring about a dispute" without the expression "by using the force of officials".

For the expression "if they bring about a dispute", not only *čam čarim qil-* but also *čamla-* with the conditional ending *-sar* suffixed to them was used. In stead of them, an expression *čam čarim qilyalı saqınsar* "if (they) conceive of bringing about a dispute" is also seen in USp 109. Moreover, *al-* "to take" and *yul-* "to deprive", too, were frequently adopted in the above phrases. Thus, *čam čarim qilip alayin yulayin tisär* (USp 30) and *čamlasar yulayin alayin tisär* (USp 16), both meaning "if (they) bring about a dispute and talk of taking and depriving", can be found. Not on a rare occasion could *al-* and *yul-* be used without *čam čarim qil-* accompanying them: e.g. *alayin yulayin tisär* (USp 107, 108; Ot.Ry 543), *yulayin alayin tisär* (Ma.DUD 2), etc. In any case, words such as *čamla-*, *čam čarim qil-*, *al-*, *yul-*, and *ti-* "to say" and *saqin-* "to think (of)" were in common use for this part of the statement, which, however, were expressed in a variety of ways.

Every instance of the just discussed expression has the third person plural ending *-lar*, which then undoubtedly refers to those who are told not to bring about a dispute in the preceding item. The only exception we know is Ot.Ry

(50) *Iši*, as a root-word, means "a wife". In this context, both Malov (USp. s. 207; Ma. DUD p. 393; Ma. Ol p. 136; Ma. Pa p. 382) and Fêng (Feng p. 123; Feng Bin p. 112) take its meaning as such. Ramstedt, leaving it unidentified, renders the whole phrase as "by using force" (Rams. p. 9). In my opinion, it would rather be translated as "a party" after Radloff for the reason given above. In view of the then social status of the women, Бернштам also raises an objection to its interpretation as "a wife". Cf. А. Н. Бернштам, "Уйгурские юридические документы". «Проблемы Источниковедения», III, М.-Л., 1940.

1414[a] where a word *qam* "(my) relative(s)"<sup>51</sup> is expressly written.

6.2.2. Penalty to be Effected between the Parties Concerned: Compensation for Loss.

In case the above assumed situation actually took place, the most frequently taken measure to meet it was for the vendor or his party to hold himself responsibility for the vendee's loss as a penalty for his breach of the contract. The loss was in no case inflicted upon the vendee.

[Ja] *bu* <Object> *täñinčä iki* <Object>, <Vendee>-*qa yaratu birip, yulup alzunlar*: "Prepare and give to < > two < > of the same (value) with this < > and they shall not deprive and take".

[Jb] *yuluçči kiři qorluç bolzun*, <Vendee> *qorsuz bolzun*: "Let the one who deprive suffer loss! Let < > not suffer loss"

As a matter of course, these items [Ja] and [Jb] combine to form one consecutive paragraph. But, because the latter could be omitted or written separately from the former, I have divided it into these two. In sum they refer to the double indemnity. This exactly corresponds to the facts observed as to loan contracts. In which, mostly so far known, the interest except of money was the same amount of things as borrowed or, in other words, the usual custom was to repay twice as much as borrowed and, when the repayment was not made at the due date, the rate of the interest as a penalty was doubled "according to provincial custom (*il yañinča*)"<sup>52</sup>.

In case of land, we may often notice in this paragraph a special mention that the land for indemnity should be of exactly the same quality. The expression "the place along this same canal (*bu oq ögän-tä*)" was largely written at the beginning of the paragraph.

There have been two conflicting interpretations of the phrase *yulup alzunlar* "they shall take by force" at the end of [Ja]. One is that a third party shall recover what was taken by force from those who brought about a dispute<sup>53</sup>, while another that those who intend to deprive can do only after they give the amount stipulated there<sup>54</sup>. If this part of the item is taken separately from the context, the second one would be more easily understandable, to be sure. This item then appears to stipulate the resolute condition for a given contract.

Considering the real purpose of this item, however, it cannot be the condition for the cancellation of a contract. For we also find phrases such as *birip alzunlar yulzunlar* (Rams. III), *birip alzunlar* (Ot.Ry 1414[a]) and, simply,

(51) Perhaps *qadašim* is dropped after *qam*.

(52) Cf. Herrfahrdt, op. cit., 1934, s. 96. M. Mori, "A Study on Uyghur Documents of Loans for Consumption", *Memoirs of the Research Department of the Toyo Bunko*, No. 20, Tokyo, 1961, pp. 131, 132.

(53) As for Usp 30, Radloff, at first, did not give a full translation to it, simply explaining it as "to return to the vendee (zurückgeben)". But he, later, adopts this interpretation.

(54) M. Mori, "ウイグル文賣買文書に於ける賣買擔保文言 (The Clause of warrant in the Uighur documents of sale and purchase)." *Toyo Gakuho*, XLIV, 2, 1961, pp. 6-8, 12 and 13.

*birzün* (BM.Or 1814: 106) used in stead of *birip yuluḡ alzunlar*. Still more, to my present knowledge, there are as many as nine examples in which appears a phrase *birip sözläri yorimazun* “give and let their say not pass”. Even after the inspection of the whole material studied, these differences in expression would be able to be regarded as accidental. In short, it may be interpreted as a reference that one who will bring about a dispute must assume the liability for indemnity or, in other words, as a reference to the penalty for his dispute<sup>55</sup>). This may be further confirmed by that the double indemnity was also applied to the contract documents about loan as the penalty or compensation for the breach of a given contract and that the item for the public penalty to be treated below contains what corresponds to this item.

The phrase *yuluḡçı kişi* “one who deprives” not infrequently adopts *yuldaçı* in the future tense in place of the nominal *yuluḡ* derived from *yul-*. This phrase, in its turn, could be replaced in many instances by others like *čamlayučı* and *čamlayučı kişi* “one who will bring about a dispute”. Therefore, the *yul-* in this context too must be used in the sense of “bring about a dispute” (cf. 6.2.1. above). On the other hand, one instance (Ot.Ry 1414[a]) is known in which an phrase “elder and younger brothers and relatives of me, < > (*män <Vendor>-nüñ inim içim qam qadašim*) is used in stead of them. To sum up, it was generally anticipated that those who would bring about a dispute would be, if any, largely from among the vendor’s relatives, and it was, of course, the vendor or his relatives who had to deal with a dispute if it actually came about, so that the loss caused by it might not be inflicted upon the vendee at all even if the vendor’s party had to suffer it by accepting the responsibility for the dispute. This means that the vendor’s party accepted the joint responsibility for the dealing of a given dispute, not to mention its responsibility for compensation, no interference of an official power, however, being not expected. An expression “with this deed (*bu bitig tuta*)” was often inserted before the name of the vendor.

### 6.2.3. Official Penalty.

As in the above, it was customary to stipulate the indemnification to be effected between the parties concerned in this part of a given text. Nevertheless, though only in a few cases among the sales contract documents, we also find statements of an entirely different type here. It is worthy of special notice that the differences of the latter, connected with the contents of contract, consist in form, not merely in expression. They are written immediately after the item [I].

[K] *uluḡ süü-kä bir altun yastuḡ, başıp il bäglär-iñä ädär-kä y(aray)u at birip, sözläri yorimazun*: “Give one yastuḡ of gold to the great

(55) Mori expresses his doubt about this problem. Cf. *ibid.* pp. 20 and 22, notes 24, 54 and 55.

army and then a riding horse to local government officials, and let their objection not pass!"<sup>56)</sup> (Feng 1).

The statements of this kind can be seen, as far as I know, in only one among the sales contract documents, while in not a few among other kinds of documents: e.g. a will (USp 78), a contract about a marriage portion (USp 115), a document about the solution of a dispute (USp 116), a document about the adoption of a child (Ma.O1 2), a document about the emancipation of a slave (Rams II), a document about the vendee's assurance to a slave (Feng. Bin 3), etc. All of them but two begins with the phrase *uluy süü*. The two exceptions are the one which lacks it (Ram II) and the other which has another *Ögödäy süü* in stead of it (Ma.O1 2). The remaining part of these statements are diverse, but they largely agree in stipulating that money (*altun* "gold" or *kümüš* "silver"), a horse (*at*) or a cow (*ud*) should be offered to a person like a local government official. For the concluding phrase, however, the above given "let their objection not pass! or don't sustain their objection!" was not so frequently used as the one *a-yr qin-qa tägzün* "he shall come to a grave crime" or "let it be felonious". In short, they meant to say that a penalty such as explained above should be offered to a third party of official character, not to the opposite party concerned.

From the historical point of view, we should pay attention to the use of such a different type of statements as these, about which I should like to discuss on another occasion.

#### 6.2.4. Special Cases

As for the item of security and penalty, we can also observe certain exceptional types of statements in a very few documents of sales contract which completely differs from those just discussed above.

[La] *bu qarabaš yulayin tisär, kim-tin qayu-tin čam čarim kälsär, män*  
 <Vendor> *bilürmän*, <Vendee> *bilmäzmän*: "If anyone comes to

(56) Fêng Chia-shêng identifies the characters for this *at* as *χon* "a sheep". The characters for these are, to be sure, very confusing but when we compare the manners of writing the characters for *q*, *γ*, *χ* in the same text (by the photo plate), it seems rather correct to take the character in question as *a*. Furthermore, it is noticed that *at* "a horse" appears in the corresponding parts of some other documents (Rams II; Ma. O1 2; USp 78) with a similar statement, but never *χon* "a sheep". As for the phrase *ädär-kä yaraγu*, there is no doubt about it in the light of TM 95. *Yaraγu*, composed of *yara-γ-u*, was certainly synonymous with *yaraγlγ* (vGAG 352, "passend, güntig"). As for *ädär*, no particular remark is made on it by Fêng, but it is interpreted as local officers in his translation of the text. This, however, undoubtedly corresponds to what is given as *ädär* "a saddle" in BrMk s. 18 and *idär* "鞍 *an*" in HIIY. Thus, the whole phrase probably means "(a) riding (horse)" [from "suited for the saddle"]. Incidentally, it may be mentioned here that the phrase in Ma.O1 2 which is transliterated by Malov as *ädik(?) j(?)sar at* should be taken as the same phrase with this.

dispute, talking of depriving this slave, I <     > will take the responsibility for it and <     > shall not." (USp 110)

The word *bil*- "to know" is given a translation "to take the responsibility" here. It is largely used in this sense in the documents of loan contract<sup>57)</sup>. This text is equipped with all the above-mentioned items [H], [I] and [Jab] together with the present one. There is another similar statement in USp 56, which is as follows:

[Lb] *bu küñ-niñ čamī čarimī ätsär, yalʻanı bolsar, män* <Vendor> *bilürmän* <Vendee> *bilmäz*: "If anyone brings about a dispute on this woman slave and does an dishonest thing, I <     > will take the responsibility for it and <     > shall not."

The text of this document has none of the items [H], [I] and [Jab] but this one alone.

Statements very similar to these can be seen in the sales contract documents of Medieval China. Take for example one about a sale of cattle dated the twenty-ninth year of the *K'ai-yüan* 開元 era (741 A.D.), which was also found in Turfan. There is a passage as in the following:

如後牛有寒盜，並仰主保知當，不忤買人之事<sup>58)</sup>. "Hereafter, if there occurs a dispute or a dishonest act concerning (this) cattle, the vendor will be always concerned with it and the vendee shall have nothing to do with it."

According to Niida's study, a similar statement can be recognized in the material of the Sung and Yüan periods<sup>59)</sup>, which was made so as to prevent a third party or the vendor's relatives from bringing about a dispute by claiming the right to the object of sale. This may perhaps be true of the corresponding ones in the Uigur documents. Mori is right in pointing out the similarity of the contents by comparing these statements in USp 56 and USp 110 with the corresponding Chinese ones<sup>60)</sup>. What matters here is, I think, not only the common contents in the Uigur and Chinese documents but also the fact that, while the item [H] is an Uigur expression proper, these in question were borrowed from the Chinese one. Thus, it can be considered that USp 110 repeatedly employed this type of a statement in addition to the ones proper for what USp 56 could do with the former only. At any rate, the item [H] along with [G] could not be dispensed with for the documents of sales contract. And even with the expression which was not typically Uigur, an assurance for the vendee's right must have been clearly stated in contract.

(57) In case of the contract about a loan of land, the terms on harvest and tax were customarily specified in stead of that concerning the payment of the interest. It is especially with this expression that whether the vendor or the vendee should take the responsibility for the tax were usually stipulated.

(58) Niida, op. cit., 1937, pp. 155-56.

(59) Niida, ibid., pp. 107, 109, 124, 157.

(60) Mori, op. cit., (*Toyo Gakuho*).

As another exceptional type, we may refer to the following statement in USp 61:

[Lc] *bu qarabaş kim çam qılsar, biz* <Three names of the relatives of Vendors> *birlä birürbiz*: “If anyone dispute about this slave, we < > all of us will give.”<sup>61)</sup>

In this document, only the items [H], [I] and [Ja] are found but [Jb] is lacking, and this statement is added to after the registers of the witnesses, the writer and others and the impression of the seal.

There are no parts of the text to bring the background of this statement to light. Any way, it must have been the repeated stipulation for the indemnification in case of a dispute, which was usually given in [Ja] alone. And it also reminds us of its relationship with a statement frequently observed in the Chinese contract documents that the vendors, his wives or his sons usually took the responsibility for the indemnity<sup>62)</sup>. Again, the same relationship can be seen to be reflected by its lack of the typical Uigur concept of the double indemnity. In fact, the persons concerned with this contract were *Liu-tai-pu* and his son *Kui-ču* and the slave sold was *Pu-king*. Not only their names but also the names of most others appearing in this are apparently Chinese<sup>63)</sup>. Therefore, we may safely conclude that the statement [Lc] was made under the strong influence of the Chinese contract document.

To sum up, these exceptional types of statements were all either modelled on the Chinese contract or made under its influence. [La, b] was thus modelled after the Chinese fashion only in expression, while [Lc] was given between Chinese deliberately following the usual Chinese practice of contract.

### §7. Postscript (Witness, Signature and Writer).

So far we have looked through what could be regarded as the body of the contract for. The body is followed by the description of the witness's register, signature and the name of the writer, all completing the form of contract. These of course are indispensable for giving the document liability; in some cases, however, some additional statement can be found. This will also be discussed later. All these items are not confined to documents of sales contract only but are commonly found among all sorts of deeds. Consequently, to discuss the minute details of various items will require frequent reference to the documents other than we have, which will also require the widening of our scope. Hence instead of such minute investigation we will confine ourselves to

(61) Mori, interpreting *birürbiz* as *bilürbiz*, deals with this side by side with those in USp 56 and USp 110. But it is obviously *bir-* in the original and Radloff also renders it as “übergeben”. Mori, op. cit., 1961 (*Toyo Gakuho*), p. 3.

(62) Niida, op. cit., 1937, pp. 140–41, 184, 185.

(63) That these may probably be Chinese names was kindly suggested by Professor A. v. Gabain.



the discussion of general matters here.

### 7.1. The Witness's Register.

[M] *tanuq* <name>, *tanuq* <name>, *tanuq* <name>. "Witness: < >, witness: < >, witness: < >."

In most cases, in this manner, the witness's names are listed in the simple description of *tanuq* "witness" so-and-so respectively, but sometimes they are headed by the statement *bu bitig-kä* "to this deed" (Ma.DUD 2; Ot.Ry 543). Another expression like *bu söz/saw -dä/-da* "to this statement" is also found. In documents of sales contract in general, the number of witnesses listed seems to be three or four. The exceptional five are found in one case (Feng 1), and presumable two only in another case (USp 15), but in each of these cases the deed as a whole is written in irregular form.

Judging from the statements in deeds, the function or responsibility of the witness is considered to be something of an attestor, for although there is some statement about the responsibility of the vendor's side, that is, of the vendor himself or of his relatives, for fear of the vendor's breach of contract or any disadvantage to the vendee, nothing is said about the responsibility of the witness. In one document of loan contract, we find *paosin*, two in number, with *tanuq*, also two in number. This *paosin* must be 保人 *pao jên* "a guarantor" in Chinese<sup>(64)</sup>, and as for *tanuq*, which is distinguished from *paosin*, its Chinese equivalent will be 知見人 *chih chien jên*, 見人 *chien jên*, which means "the one who sees, knows"<sup>(65)</sup>. In fact, the word *tanuq*, deriving from *tanu-* "to see, know" plus -*oq*, nominalizing suffix (vGAG §§ 127, 149) has the same meaning. In the contemporary Mongolian documents of loans, too, the use of the word *gereči* "the one who sees" shows the perfect correspondence<sup>(66)</sup>.

Some instances show that neighbors living around the estate formerly owned by the vendor worked as *tanuq*<sup>(67)</sup>. It is quite naturally expected that neighbors should have been requested to act as attestors, and such may have often been the case actually.

(64) Radloff treats this word as a proper name, Malov translates it into наследник "heir" (USp s. 290), and Le Coq shows a doubt like "Bürgen (?)" (A. von Le Coq, "Kurze Einführung in die uigurische Schriftkunde", *Mitteilungen d. Seminars für Orientalische Sprachen*, XXII, Berlin 1919, s. 109). But Müller once treated of the word used in Mongolian in its relation to the Chinese 保人 (G. J. Ramstedt, "Mongolische Briefe aus Idikut-Schähri bei Turfan". *Sitzungsberichte der König. Preuss. Akad. d. Wiss. Phil.-hist. Kl.* 1909, ss. 848), and discussed it later again (Müller, op. cit., 1920, s. 3233). As for the loan from Chinese to Uighur and the later Mongolian use, Profs. Cleaves and Mori treated in detail. Cf. Cleaves, op. cit., 1955, p. 39, note 28. Mori, op. cit., 1951, pp. 145, 146.

(65) Cf. Niida, op. cit., 1937, p. 133.

(66) Cleaves, *ibid.*, 1955, p. 16, p. 43 note 37.

(67) In all the three deeds, USp 107, 108, 109, the same person is listed as the vendor, and a person named Burqan Quli, a neighbor in the east of the land announced for sale in 108 appears as *tanuq* in each of these three deeds.

## 7.2. Signature.

## 7.2.1. Vendor's signature.

The following is the conventional expression:

[Na] *bu tamya män* <vendor>-*niη ol* "this *tamya* is that of me <     >."

In some cases *nišan* is used instead of *tamya*, and in others *nišan tamya* is used. Of all the sales contracts we know, six use the word *nišan* and three use *nišan tamya*. They include all of those which contain the witness's *nišan* as well. The witness's *nišan* will be discussed later.

When there are more than two vendors, the conventional expression is: *bu tamya / nišan / nišan tamya biz* <vendors> (*ikägü*)-*nüη ol* "this *tamya* (or *nišan*, *nišan tamya*) is that of (two of) us <     >," and when the vendors from a relatively big group, the expression is the same one that is found in [B]: *bu nišan tamya biz* <... *başlap onluqlar*>-*nüη ol* "this *nišan tamya* is that of us <the ten-(men) group headed by... > (Ma.Pa 2).

As we know, the word *tamya* has long been used by the Turkic people and is widely used even now among the Altaic peoples, meaning seal or stamps<sup>(68)</sup>. *Nišan* is a loan word from Middle Persian and is now used in part of the Turks, meaning a mark<sup>(69)</sup>. Two types can be found in actual use of them in documents; one is the seal impression and the other the signature, sometimes written in a simplified style. This led F. W. K. Müller to translate *tamya* and *nišan* into the Chinese 印 *yin* and 花押 *hua-ya* respectively<sup>(70)</sup>. Müller is right in general, but it should be pointed out that we find the cases where even *nišan* may stand for a seal impression instead of a signature, or for a signature and a seal used together, while it is certain that *tamya* is only used where there is a seal impression.

As for the positions of the seal impressions, at least three are indispensable in the sales contract: the beginning, the middle and the close of the text. If there are more, there are four in all, with the additional one in the middle, or five or six in all, with four in each corner and one or two in the middle. Judging from such manners of impression and the fact that a seal could be of plural persons and, moreover, that the same person could use different seals in different documents, it is clear that these seals were not to serve for private signatures, but mainly functioned as a sort of cachets<sup>(71)</sup>.

(68) RdWb III 1003; J. E. Kowalewski, *Dictionnaire Mongol-Russe-Français*. Kasan, 1849, III 1643; 鮑爾漢, 維漢俄辭典, Pei-pin, 1953, p. 139.

(69) Cf. Müller, op. cit., 1920 s. 323; Cleaves, op. cit., 1955 p. 42 note 34; R. P. Blake & R. N. Frye, "History of the Nation of the Archers (The Mongols) by Grigor of Akanc". *Harvard Journal of Asiatic Studies* XII, 3.4, 1949, p. 391 note 72.

(70) Müller, *ibid.*, 1920, ss. 323, 324.

(71) N. Yamada, "タムガ(印章)雜考 (On the tamga in the Turkic peoples)" *Oriental Studies presented Sei Wada...*, Tokyo, 1960, pp. 1017-1026.

7.2.2. *Nišan* of the Witness and Others.

In most cases, after the statement concerning the vendor's *tamya* and so, comes the one concerning the writer, which completes the text. In some cases, however, we find a few additional lines of statements concerning the *nišan* of each witness and rarely of others. Of all the documents of sales contract we know, eight have them, five of which show, after the writer's register, the statements on the *nišan* of the witnesses only. The expression to be found there is:

[Nb] *bu nišan män tanuq* < > *-niŋ ol* "this *nišan* is that of me witness < >."

If *nišan* is not a witness's, the word *tanuq* cannot be found of course. All the statements before the writer's register were written without indention, but this statement about *nišan* is indented and each witness is afforded with a line. This is the very similar form to that of Chinese documents. Besides this type of addition, three instances are found to have the statement on *nišan* before the writer's register. In one (Ot.Ry 543) of them, all the statements before [Nb] are written without indention, while in other two (USp 15; Feng 1) indention comes after [M] and each witness is given a line. In addition to all of these, there are some cases where we find the statement about *nišan* of a person or persons other than the vendor and the witnesses whose names are clearly put down. In case of USp 15 only one person of this sort is referred to, while in Feng 1 no less than five are listed. All of them are considered to be the vendor's relatives, but we have no corroboration.

In case of item [Nb], only *nišan* is used, and as to the vendor, too, the word *nišan* is generally used so far as item [Nb] can be applied, but in two cases (Ma.Pa 2; Ma.DUD 2) *nišan tamya* is used.

At the end of each of these lines, a signature or its simplified type is written down, as a matter of fact; a seal impression is also found (Feng 1, 2), and it is not rare that we find nothing of either sort (Ot.Ry 543 and others). There is also a case where something like a mark is put down alone for all the persons concerned. Thus we may say that in cases of them actual drawings of marks were not necessarily indispensable in the contract form, though the expression itself was conventionalized. This may rather have to be contemplated from a historical standpoint, but it is not within our scope here<sup>72</sup>.

## 7.3. Writer.

The statement on the writer usually comes, as we have seen, before item [Nb], in the same paragraph with the witness's register [M] and the statement about the vendor's seal [Na]. Only in the three cases mentioned in the previous section, the statement on the writer, which comes after item [Nb], is written in a new unindented line, while item [Nb] is indented. The writer in many cases

(72) For *nišan* and *tamya* in general, cf. N. Yamada, "The Private Seal and Mark on the Uigur Documents", D. Sinor, ed., *Aspects of Altaic Civilization*, 1963, pp. 253-259.

is a scribe and also the vendor himself in some cases, but in any case the writer's name must have been indispensable in the deed. The only exceptional case, Ot.Ry 1414[a], presumably due to the lack of space. The conventional expression appears as follows:

[O] *män* <writer>, <vendor>-*qa inčkä ayitip bitidim* "I < >, inquiring < > in detail, wrote."

When the writer is the vendor himself, the statement is: *män* <vendor> *özüm bitidim* "I < > myself wrote." The phrase, *bu bitig-ni* "this deed" or *bu* "this" may be put at the beginning of each type of the statements, and the vendor's name may be omitted in any case written by the vendor himself or scribe. *Inčkä* "in detail" may be replaced by *üç qata* "three times" (Ot.Ry 543), and this is observed also in other kinds of documents than sales contract<sup>73</sup>). In one case *bitidim* "(I) wrote" is replaced by *bitigil timiş-kä bitidim* "having been made to write and wrote" (Ma.Pa 2). In another autographed case, we find an expression: *öz äligin bitiyü tägirtim* "finished writing by my hand" (USp 15).

On the preparation of a deed, the person of whom the questions were asked by the scribe was the vendor, whose name is clearly shown as such in the document. Even when there is no name, the vendor is no doubt the respondent. This is associated with the fact that only the vendor could prepare an autographed deed. In other word, these facts made it clear that the deed of sales contract was prepared on the responsibility of the vendor's side. The respondents are shown as *olar* "they" in one case (USp 57) and in another as *bular ikägü* "these two men" (USp 110). In the former case, three vendors are listed and they must be the referent of the word. In the latter case, only one vendor is shown and the expression might perhaps refer to both the vendor and vendee; but since the document is for the contract of the slave trade, the two persons mentioned may more possibly be the one sold and the vendor.

Little is known of the position of the scribe relating to the principals, but we may observe one case where the writer is the one to be found in the vendor's company and whose *nišan* is mentioned in item [Nb] (USp 15).

#### §8. Additional statement. [P]

By the additional statement is meant a brief statement added to the main text out of some necessity and containing conventional forms and expressions. All the instances we know are found only in contracts of the slave trade (USp 61; USp 114), and in each of them are included the date of sale, the names of the vendor and the one to be sold, the medium of payment and the price, and

(73) In the loan documents USp 3 and USp 14, *üç qata* and *üç qata inčkä* are employed respectively. There are also ...*sözünčü* "according to the words of..." (USp 12) and *ayitip özüm* (USp 34). The latter is found in a loan document prepared by two persons, of whom one asks questions of another and writes it.

then concerning these the expression *tükäl altim* "received completely," the name of the witness, the conventional expression *bu tamğa män* (vendor)-*niñ ol* and the name of the writer. In brief, such items as are related to the payment are repeated here together with the date, the statement on the seal, the witnesses and writer. In these cases above, the date is one to three days later than that of the main text. The need of such additional statement must have arisen from the vendee's postponement of the payment. The writer in each of these cases is the writer of the main text. The number of the witness is one in USp 114 and two in USp 61, and the names of all of them are also found in the list in the main text. Details of the seal impression are not yet known well, as photographs of these deeds have not been made public. In one of the indentures (USp 51) which have this sort of additional statement, whose photograph is made public, the same seal impression that is found in the main text is also found at the end of the additional statement.

So far as I know there are three documents, other than the three above, which have anything like an additional statement, among the documents other than sales contract. Of them, the deed of employment contract (USp 14) and the document of loans (USp 34) have only short remarks which do not contain any of the conventional expressions as discussed above. Another instance in the document of adoption (Ma.Ol 1) is a mere rewriting. After all, the additional statement with conventional expressions are written when there are important items to be added like payment, especially when the payment is delayed. It should be considered as a part of the content of the deed.

### Conclusion.

We have discussed various items in the document of sales contract in order. Expressions and terms, as stated at the beginning of this article, are different in detail in different documents and especially, items discussed in Section 7 show, even in appearance, considerable differences. However, by the observation of the seventeen materials we know, we have been able to confirm general common factors, conventional itemizing and expressions employed in most of the materials. In relation to these conventional expressions, other various expressions are discussed and the common meaning has been made clear.

As we have pointed out in several places, it is an invariable principle that a document of sales contract is prepared in the responsibility and from the view of the vendor. The formal position of the date is the beginning of the text, and the reason of sale [B] and the declaration of the vendee's right [G] consistently take the particular expressions. In some cases we may find extraordinary forms where we find the statement about the witness's marks, but in most cases the witness's register, the statement about the vendor's seal and the writer's register are all written without the change of line. This may be considered to imply the proper form of writing. Confer Plate nos. 1 and 2.

The existence of these subsidiary forms naturally leads us to contemplate their historical causes, while the statements in the documents make us consider on the spot the general historical and social background as well as problems in history of laws. They may possibly be studied through further observation of other necessary materials. Moreover, it is particularly important to think over the historical foreign influences on the region where these documents were written; it stood between the powers of various dynasties in the east like Sung, Yüan, Liao and Chin, and the Islamic powers after the Qaraqanids in the west. Such situations are also important matters in the study of the documents contract. It may be added as a conclusion of this problem that China's influence was the greatest, as was a natural historical consequence. In the days when our materials were written, Yarkand in the west had perfect Islamic customs of contract, which included completely different types of contract documents from our materials<sup>(74)</sup>, while Chinese documents and ours have much in common: some of the terms have the same etymology and even in the expressions similarities may be found.

It is certain that various problems implied in the present article may and should be fully explained through the contemplation of the historical factors as mentioned above, especially the relation of Chinese documents to ours. Nothing has been said about it in the present article as it is something beyond our scope. It will be discussed on later occasions.

#### Abbreviations and Bibliographical Notes

##### A. Materials:

1. USp: W. Radloff, *Uigurische Sprachdenkmäler, Materialien nach dem Tode des Verfassers mit Ergänzungen von S. Malov herausgegeben*. Leningrad, 1928. It is needless to say that this book contains a larger number of documents than any others of this kind do. Out of a total of 128 pieces of documents presented therein 104 are so-called legal documents. The book also comprises many deeds of various kinds. Malov provides his annotations and amendments for nearly all the documents. There is also a glossary put at the end of the book. The plates for only three of them are found. Parts of the documents in the book had been already made public by Radloff in the respective reports of D. Klementz and A. Grünwedel (see below). His comments on the documents given therein involve some valuable information though reference has to be made to USp as to their decipherments as such. Four of the documents in USp (USp 2, 7, 13, 16) had been presented with their photographs by Le Coq in his book (see below). I had the opportunity to inspect most of the original documents gathered by German expeditions among those in USp, in which were found three of those listed in p. 19, namely USp 13, 16 and 61.

W. Radloff, "Altuigurische Sprachproben aus Turfan" in D. Klementz, *Nachrichten über die von der Kais. Akad. d. Wiss. zu St.-Petersburg im Jahre 1898 ausgerüstete Expedition nach Turfan*. St.-Petersburg, 1899, pp. 55-83.

W. Radloff, "Uigurische Schriftstücke in Text und Übersetzung" in A. Grünwedel,

(74) M. Cl. Huart, "Trois Actes Notariés Arabes de Yarkend," *Journal Asiatique*, 1914, pp. 607-627.

- Bericht über archaologische Arbeiten in Idikutschahri und Umgebung im Winter 1902-1903.* Abhand. d. Kais. Bayern Akad. d. Wiss., kl. I, XXIV, 1. München, 1906, pp. 1-196.
- A. von Le Coq, "Handschriftliche uigurische Urkunden aus Turfan". *Turán*, 1918, 8 szem. Budapest, pp. 449-460.
2. Rams: G. J. Ramstedt, "Four Uigurian Documents": in C. G. Mannerheim, *Across Asia from West to East 1906-1908.* Société Finno-ougrienne, VIII Travaux ethnographiques, Helsinki, 1940. vol. II. In which Ramstedt's decipherments of four documents with their photographs are given.
  3. Ma.DUD: С.Е. Малов, Два уйгурских документа. Из работ Восточного факультета Средне-Азиатского Госуд. Университета, Ташкент, 1927, стр. 387-394. In which Malov presents his decipherments of a loan contract document and a sale contract document with their photographs.
  4. Ma.O1: С.Е. Малов, Уйгурские рукописные документы экспедиции С.Ф. Ольденбурга. «Записки Института Востоковедения АН СССР». т. 1. Лен. 1932, стр. 129-149. Among the five documents contained therein are found one concerning indentures and two concerning adoptions but none concerning sale contracts. Their photographs are all given.
  5. Ma.Pa: С.Е. Малов, Памятники древнетюркской письменности, Тексты и исследования. Москва-Ленинград 1951. Документы уйгуров, Памятники уйгурского письма, Юридические. In pp. 200-218 eight documents are deciphered. All but the first two of them are the same with USp 7, 13, 16, 19, 27 and 28. Appended to the book is a glossary of Old Turkic dialects in general (pp. 353-444).
  6. Feng: Fêng Chia-shêng (馮家昇), "元代畏兀兒文契約二種 *Yüan-tai wei-wu-êrh-wên ch'i-yüeh êrh-chung*" 歷史研究 No. 1, Pei-ping, 1954, pp. 119-131. Document 1 is nearly perfectly preserved and a sale contract document. Document 2 is only the latter half of a deed and thus its contents cannot be clearly made out. Their photographs will be found in this article. That of Document 1 is also found in the following book.  
Huang Wen-pi (黃文弼) 吐魯番考古記 *T'u-lu-fan k'ao-ku-chi*, 中國科學院考古研究所, 考古學特刊 No. 3, Pei-ping, 1954. Plate No. 104.
  7. Feng.Bin: E. Tienishiev & C. Fêng, "回鶻文斌通(善斌)賣身契三種附控訴主人書 (Three Ancient Ouigour's Documents concerning of Selling the man (Pin-t'ung) (Shan-pin) himself as slave, together with a Bill complaining against the Master) 考古學報 No. 20, Pei-ping, 1958, pp. 109-120. [Russian issue: Фэн Цзя-шэн, Э. Тенишев. Три новых уйгурских документа из Турфана. «Проблемы Востоковедения» 1960, 3, стр. 141-149.] In which there are three related documents about the selling of a slave called Bintun and another also concerning the same slave. The last mentioned is the same with Ma.Pa. 1. Their photographs are given in the article. A report on a document which appears to be concerned with one and the same person is made in the following article.  
F. Feng "回鶻文契約二種 (*hui-hu-wên ch'i-yüeh êrh-chung*)", 文物 No. 118, Pei-ping, 1960, pp. 32-34.
  8. Ot.Ry: Documents discovered by Ôtani expeditions and now in possession of the Ryûkoku University Library. Of which Ot.Ry 543 has been given out in the following book and articles.  
M. Kagawa (香川黙識), ed., 西域考古圖譜 *Sai-iki Kôko-zufu*, 2 vols., Tokyo, 1915, No. 8 in Vol. 2.  
T. Haneda (羽田亨), "回鶻文女子賣渡文書 (*Contrat en langue ouigoure enregistrent la vente d'une fille*)" *Toyo Gakuho* VI, 2, Tokyo, 1916, pp. 272-276; 羽田博士史學論文集 (*Recueil des Œuvres Posthumes de Tôru Haneda*) II. Kyoto, 1958. pp. 44-48, pl. 1.  
M. Mori (護雅夫), "ウイグル文葡萄園賣渡文書 (A Contract Note about a Vineyard in Uyghur Language)". *Toyo Gakuho*, XLII, 4. Tokyo, 1960, pp. 22-50.  
The original document which had long been missing was recently rediscovered. Its photograph will be found in this article. [Plate 4].

Some other documents (including Ot.Ry 1414[a]) in this collection were created in the original form of this article mentioned in page 3, note (6).

B. Others:

1. BrMk: C. Brockelmann, *Mitteltürkischen Wortschatz nach Maḥmūd al-Kāšgarī's Divān Luḡāt at-Türk* Bibliotheca Orientalis Hungarica I. Leipzig, 1928.
2. HIIY: Universitäts Bibliothek Tübingen. Depot d. ehem. Preuss. Staats-B., *Hirth Ms. 1.* vol. 5 Uigurisch. 高昌館譯語
3. MDKJ: 諸橋徹次 (T. Morohashi), *大漢和辭典 Dai Kan-wa Jiten*. 13 vols., Tokyo. 1955-60.
4. RdWb: W. Radloff, *Versuche eines Wörterbuches der Türk-Dialecte, mit einem Vorwort von Omeljan Pritsak*. 4 vols., The Hague, 1960.
5. vGAG: A. von Gabain, *Altürkische Grammatik, mit Bibliographie, Lesestücken und Wörterverzeichnis, auch Neutürkisch*. 2 verbesserte Aufg. Leipzig, 1950.

———A tremendous study of the late Professor Resid Rahmeti Arat: "Eski Türk Hukuk vesikaları" had been issued in *Jour. de la Société Finno-ougrienne*, Nr. 65, Helsinki, 1964, pp. 11-77. I myself also published this year an article titled "The Forms of the Uigur Documents of Loan Contracts (in Jap.);" in *Memoirs of the Faculty of Letters, Osaka University*, XI, Osaka, 1965. Because the manuscript of the present study had been handed over into the editor's hands in April, 1964, I could not refer to these studies. (10th, November, 1965.—N.Y.)———





The first part of the manuscript is written in a cursive hand, and is very faint. It appears to be a list or a series of entries, but the text is largely illegible due to fading and the angle of the page. Some words are difficult to discern, but they seem to be arranged in a structured manner.

The second part of the manuscript is also written in a cursive hand. It contains several lines of text, which are more legible than the first part. The text appears to be a continuation of the list or entries from the first part. There are some words that are clearly visible, such as "The first part" and "The second part", which suggest a structured or organized nature of the document.



No. 1097



A fragment of ancient papyrus with dense, illegible handwriting. The text is arranged in approximately 15 horizontal lines. The ink is dark, and the papyrus is heavily stained and discolored. A large, irregular white hole is present in the center of the fragment, obscuring several lines of text. The edges of the papyrus are frayed and uneven.



No. 1108



A fragment of ancient papyrus with dense, illegible handwriting. The text is arranged in approximately 15 horizontal lines. The ink is dark, and the papyrus is heavily stained and discolored. The fragment is narrower than No. 1097. The handwriting is very dense and difficult to decipher. The edges of the papyrus are frayed and uneven.



