

# A Study on Uygur Documents of Loans for Consumption

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## I

The Uygur documents, which have been found from the oasis cities and their suburbs in Eastern Turkestan, contain not only documents about Manichaeism, Buddhism, and Christianity, but also many secular documents. I am now making a special study of some contract documents among these secular records, for the following two main reasons.

First, many studies have been done about the religious records, but few of the contract documents have been investigated. Indeed Radloff<sup>1)</sup>, Le Coq<sup>2)</sup>, Malov<sup>3)</sup> and Fêng Chia-shêng 馮家昇<sup>4)</sup> translated some contract documents into German, Russian and Chinese languages, but their studies did not go deep into details of the contents. That is to say: only when the translation<sup>5)</sup> requires them to do so, they refer to the contents and interpret some legal, financial<sup>6)</sup> and economic terms<sup>7)</sup> used in the documents or explain of the document form.<sup>8)</sup>

- (1) Radloff, W., Uigurische Sprachdenkmäler. Materialien nach dem Tode des Verfassers mit Ergänzungen von S. Malov herausgegeben. Leningrad, 1928 (Abr. USp).  
Radloff, W., Altuigurische Sprachproben aus Turfan. SPb., 1899.  
Grünwedel, A., Bericht über archäologische Arbeiten in Idikutschari und Umgebung im Winter 1905-1903. München, 1905.
- (2) Le Coq, A. von, Kurze Einführung in die uigurische Schriftkunde. Mitteilungen des Seminars für Orientalische Sprachen, 1909 (Abr. MSOS).
- (3) Малов, С. Е., Памятники Древнетюркской Письменности, Тексты и Исследования. Москва-Ленинград, 1951 (Abr. PDP).
- (4) 馮家昇, 捷尼舍夫, 「回鶻文斌通 (善斌) 賣身契三種. 附控訴主人書」 考古學報, 1958, No. 2.  
Фэн цзя-шэн, З. Тенишев, Три новых уйгурских документа из Турфана. Проблемы Востоковедения, 1960.  
馮家昇 「元代畏兀兒文契約二種」 歷史研究 1945, 1.  
Their translations have a lot of mistakes, which I will criticize when I have a favourable opportunity some day. I have briefly touched upon them in my article 「ウイグル文葡萄園賣渡文書」 東洋學報 42-4, 1960. Masao Mori, A Contact Note about a Vineyard in Uygur Language. Toyo-Gakuho, 42-4, 1960.
- (5) Translations above.
- (6) Caferoğlu, A., Uygurlarda Hukuk ve Maliye İstılahları. Türkiyat Mecmuası, IV. İstanbul, 1934 (Abr. TM).  
Caferoğlu, A., Uygur Türklerinde millî hukuk ıstılahları. Öz Türk Dili, İstanbul, 1933.
- (7) Müller, F. W. K., Uigurische Glossen. Festschrift für Friedrich Hirth zu seinem 75 Geburtstag. Berlin, 1919-1920.
- (8) Herrfahrdt, H., Das Formular der uigurischen Schuldurkunden. Zeitschrift für vergleichende Rechtswissenschaften, XLVIII.

Included among those contract documents are not only the documents of loans for consumption (*mutuum*) in question, but also the documents of sale and purchase (*emptio-venditio*) concerning the transfer of the ownership of land, men and women, the documents of letting and hiring of live stock (*locatio-conductio rerum*), the deeds of pledge on land and hostage, the documents relating to adoption and partition of estates, the testament and so on, all of which are very important materials not only for the socio-economic history of Uygur people in this area but also for comparative jurisprudence. This is one of the reasons why I am going to study the documents of loans for consumption, which belong to the Uygur contract documents. Accordingly, my standpoint is not that of a linguist, but of a historian.

Secondly, the Uygur contract documents have never been compared with the Chinese ones, when they were translated into the various languages.

By the way Le Coq said of the Uygur: "These people must, like their ancestors, be looked upon as a nation of entirely Western civilization<sup>9)</sup>". And he wrote that it is because, "Their three religions—Buddhist, Manichaeism and Christian—are all of Western origin. Their Sogdian writing is also derived from a Western Semitic sources. They wrote with the reed pen of the Western peoples and their medical knowledge, as far as we know it, also came from the West. The Chinese influence upon their civilization was apparent mainly in externals, e.g. they used chopsticks and the Chinese ink-slab and paint-brush for ordinary everyday writing<sup>10)</sup>". Prof. Dr. Tōru Haneda 羽田亨, however, in his refutation of Le Coq points out many facts. According to his opinion the Buddhist scriptures in the Chinese language were translated into the Uygur language. The Chinese calendar was adopted by the Uygur and the Chinese word *li-jih* 曆日 (calendar day) turned into *likžir* in the Uygur language. The Chinese books on fortune were translated into Uygur, and the Uygur coins with the name of Uygur Qayan on their surface exactly imitated the form of Chinese coins. The Uygur documents of sale and loans are made after the Chinese documents of contract which were found in Turkestan. Some Chinese modes of expression are seen in the Buddhist scriptures written in the Uygur language which were found in the Ch'ien fo tung 千佛洞 at Tun-huang 敦煌<sup>11)</sup>.

But it goes without saying that in order to establish whether Chinese civilization has influenced Uygur or not, a close comparative study is absolutely necessary. Therefore in the case of my study of Uygur documents of contract,

(9) Le Coq, A. von, (translated by Anna Barwell), Buried Treasures of Chinese Turkestan. An Account of the Activities and Adventures of the second and third German Turfan Expeditions. London, 1928. p. 21.

(10) *ibid.*, p. 22.

(11) 羽田 亨, 「西域文明史概論」, 東京-京都, 1940, pp. 184-187.

as an approach to the question, a comparative study with Chinese documents is also required.

However, the translators and investigators of the contracts, such as Radloff, Le Coq, Malov, Herrfahrdt, Caferoğlu and Fêng, have hitherto never tried comparative studies between the Uyghur documents of loans and the Chinese ones. But it is fortunate that we can freely use the Chinese documents of contract found in Turkestan, because we have some excellent works by Japanese scholars, especially by Professor Dr. Noboru Niida. So a comparative study of Uyghur documents is possible only for Japanese scholars. This is the second reason why I am going to study the documents of loans in detail.

Now many of the Uyghur documents of the loans in question can be seen in Radloff's "Uigurische Sprachdenkmäler. Materialien nach dem Tode des Verfassers mit Ergänzungen von S. Malov herausgegeben (Leningrad, 1928) (abr. USp)", otherwise in Orkun's "Türk Hukuku Tarihinin Uyghur Vesikaları (Ankara, 1936)", Malov's "Памятники Древнетюркской Письменности. Тексты и Исследования (Москва-Ленинград, 1951) (abr. PDP)" and Le Coq's "Kurze Einführung in die uigurische Schriftkunde (MSOS, 1919) (abr. MSOS)". In this article, materials are chiefly taken from USp, and a little from the works of Malov and Le Coq. The number of documents quoted is that of USp.

## II

The objects of loan in Uyghur documents were money and goods such as wine, sesame, and cotton cloth. As in Chinese documents, different attribute of the objects e.g. money and other fungibles caused to vary the form and contents of the documents, especially as for the interest and terms. In order to show the form and contents of these two kinds of documents, an instance each will be cited below with the points itemized.

To begin with, here is a loan document of *Künçit* 'sesame', as a example of the loan documents of fungibles<sup>13)</sup>.

### Loan document about sesame (No. 7)

A) küskü yıl altıncı ay on yañıq-a/      A) Date of loan

(12) 仁井田陞, 「唐宋法律文書の研究」, 東京, 1937.

Noboru Niida, The Critical Study on Legal Documents on the T'ang and Sung Eras, Tokyo, 1937. (Abr. TS).

仁井田陞, 「中國法制史研究, 土地法・取引法」, 東京, 1960.

Noboru Niida, A Study of Chinese Legal History. Law of Land and Law of Transactions, Tokyo, 1960.

Moreover, 玉井是博, 「支那西睡出土の契」, 京城帝大文學會論纂 5.

(13) USp. s. 7, document No. 7, PDP. s. 208.

- |    |  |    |  |
|----|--|----|--|
| B) | maṇa Qavsıdu-qa tüş-kä künçid/<br>kärğäk bolup İl-Tämir-tin bir<br>küri <sup>14)</sup> / künçid altım <sub>co</sub>              | B) | Lender and borrower, reason of<br>loan, object of loan, its amount |
| C) | küz iki küri kün/-çid birürm(ä)n <sub>co</sub>   | C) | Date of repayment, renumera-<br>tive interest                      |
| D) | birmädin kächürsär m(ä)n il/yaṇ-<br>inça tüşi birlä birür [m(ä)n?] <sub>co</sub>   | D) | Reparable interest   |
| E) | birginčä/ bar yoq bolsar m(ä)n<br>inim Qasuq <sup>15)</sup> -nıñ/ tägi-lär <sup>16)</sup> birlä<br>köni birsün-lär <sub>co</sub> | E) | Assurance  |
| F) | tanuq/ Qaban <sup>17)</sup> <sub>co</sub><br>tanuq Bön-gäk <sup>18)</sup> <sub>co</sub>  | F) | Register of witnesses  |
| G) | bu nişan/ mäniñ ol <sub>co</sub>   | G) | Signature of obligor   |
| H) | m(ä)n Qavsıdu <sup>19)</sup> öşüm/ bitidim <sub>co</sub>   | H) | Writer   |

The next is an instance of a loan document about money from USp No. 18.

Loan document about money (No. 18<sup>20)</sup>)

- |     |  |     |  |
|-----|--|-----|--|
| A') | [küs]kü yıl törtünç ay bir yañıqa/   | A') | Date of loan   |
| B') | [ma]ṇa Bo(u?)lmış-qa asıy-qa<br>kümüş/ [kär]gäk bolup Q(a)ra <sup>21)</sup> -<br>Oyul-tin altı stir/ [kü]müš altım <sub>co</sub> | B') | Lender and borrower, reason of<br>loan, object of loan, its amount |
| C') | qaç ay tutsar m(ä)n ay/ [sa]yu<br>birär yarım baqır kümüş asıy-/ [i]<br>birlä köni birür m(ä)n <sub>co</sub>                     | C') | Renumerative interest  |
| D') | birginčä yoq/ [bar] bolsar m(ä)n<br>kişim Tüz-ük <sup>22)</sup> köni/ [bi]rz-ün <sub>co</sub>                                    | D') | Assurance  |
| E') | tanuq Borluqçı <sub>co</sub> tanuq Är-<br>Buqa <sub>co</sub> /   | E') | Register of witnesses  |

- (14) Radloff read this word *köni*, but I think it must be read *küri* as Malov corrected.
- (15) Radloff read this name *Qusuq*. I will now read *Qasuq* according to Malov. But the reading of proper nouns is unclear in many documents.
- (16) Herrfahrdt, according to Prof. Dr. Rahmeti, interpreted this word with *-nıñ* just before as *evtükilär* 'those who are in one's home' (op. cit., s. 99, Anm. 2), but I will now, according to a common opinion, interpret it as *tägilär* 'family'. (TM. s. 7, n. 1).
- (17) Radloff read this name *Qarbaq*, but Malov's reading is taken here.
- (18) Radloff read this name *Pürgäk*, but Malov's is taken here.
- (19) Radloff read this obligor's name *Qaysıdu*, but Malov's is taken here.
- (20) USP. ss. 24–25. MSOS. s. 107.
- (21) Radloff read this name *Qan-Oqul*, but Le Coq's is taken here.
- (22) Radloff read this word *tüzün*, but Malov's correction (USp. s. 219) and Le Coq's reading are taken here.

- F') [bu] tamya m(ä)n Bo(u?)lmis-nin F') Private seal of obligor  
ol,<sub>o</sub>
- G') m(ä)n / [Yi]qinč-Tutun ayıdip G') Writer  
bitidim,<sub>o</sub>

Now the question is to which periods do these documents belong, but as the samples show, the dates are indicated only by the twelve animal-signs. Here we have no evidence to determine their periods. So there is nothing for it but to try to fix the date of each document. Radloff tried to fix the dates of these documents by means of the quality of paper, writing style, grammatical features and vocabulary. As for the quality of paper and writing style, we cannot comment now on whether his opinion is correct or not, because we have had no chance to investigate the documents directly. Mr. Nobuo Yamada 山田信夫 tried to give an expert opinion on the age of the documents as older or not by means of the existence or non-existence of *tamya*, but this method is not almighty to fix the periods of the documents if it may be a standard. Accordingly, the way of fixing the eras left to us is to examine some grammatical features and vocabulary of Uyghur language in the documents. And yet, limiting to the loan documents, the grammatical features seem to be similar in general to all, and it is hard to put forward a theory by them. How about vocabulary? For the time being, we have no proof to fix the periods as for the loan documents of the fungibles, but in the loan documents of money we can find naturally the words for monetary units, *s(a)tir* and *baqir*. So it is clear that money documents belong to the Yüan dynasty, because Müller and Mr. Naonori Maeda 前田直典 demonstrated<sup>23)</sup> that one *s(a)tir* of Uyghur equaled to one *liang* 兩 of Yüan and one *baqir* to  $\frac{1}{10}$  *liang* = one *ch'ien* 錢. Thus, judging from the vocabulary used, we may suppose that the loan documents of money belong to the Yüan dynasty, but those of wine, sesame and cotton cloth have no evidence to give their definite periods.

Now I will go deep into each of the points itemized above, with a simple illustration for the first and second items because of limited space.

### III

#### (A) (A') Date of loan.

Although in Chinese contracts, according to the study of Prof. Dr. Noboru Niida<sup>24)</sup>, the dates were generally written at the beginning of the texts during

(23) Müller, *Uigurische Glossen*, ss. 319-322.

前田直典, 「元代の貨幣單位」, *社會經濟史學* 14-4, 1944.

(24) TS.

T'ang and Sung dynasties, and at the end of the texts during the Yüan, Ming and Ch'ing periods, they were in general at the top of the texts throughout every period in the Uygur contracts. Prof. Dr. A. von Gabain, dealing with "Altürkische Datierungsformen", wrote about the date-recording in "Kauf- und Leihkontrakte in Chotscho (heute: Turfan)<sup>25)</sup>":

Die Ausdrücke für Masse und Gewichte in diesen Dokumenten sind zum Teil Fremdwörter aus dem Chinesischen. Damit möchten wir vermuten, dass auch diese neue Wertschätzung eines genaueren Datums auf ostasistischen Einfluss zurückzuführen ist.

I am of the opinion that Chinese influence affected the form and contents of Uygur documents of contract in general, much more than Gabain thought in only a few terms and date-recording. This will be proved by the examples above and explanation following. Nevertheless, Uygurs, unlike the Chinese, always put the dates at the top of the texts in the documents definitely of the Yüan era, according to the contents and vocabulary.

Well, I will mention the way of date-recording. As for the document No. 7 above, *Küskü* is 'mouse', *yil* 'year', *altinč* 'sixth', *ay* 'month', *on* 'ten', *yanı* 'new' e.g. 'of a new moon', and the last *-qa* is a dative ending. In Uygur documents of contract, *yanı* denoting 'of a new moon' was used to indicate the first to the tenth of a month, and in many Uygur documents of contract the dative endings *-qa~kă* were much more used than the locative to express the date. Then the document No. 7 was made out on "the tenth of the 6th month in the year of the mouse", and also the document No. 18 on "the first of the 4th month in the year of the mouse". Among other documents of loans except for money, the document about wine (*bor*) No. 1<sup>26)</sup> was made out on "the twenty-second of the 3rd month in the year of the sheep (*qoyn*)", that about sesame (*künčit*) No. 20<sup>27)</sup> on "the seventh of the 2nd month in the year of hen (*taqıyu*)", that about sesame No. 27<sup>28)</sup> on "the fifth of the 4th month in the year of monkey (*bičın*)", that about sesame No. 37<sup>29)</sup> on "the seventh of the 4th month in the year of monkey", that about cotton cloth (*böz*) No. 10<sup>30)</sup> on "the twenty-fifth of the 2nd month in the year of dragon (*luo, loo*)", that about cotton cloth No. 29<sup>31)</sup> on "the twentieth of the 10th month in the year of snake (*yılan*)", and No. 34<sup>32)</sup> on "the fifth of the 4th month in the year of monkey". Out of the documents of loans about money, No. 18 was

(25) A. von Gabain, Altürkische Datierungsformen. Uralaltaische Jahrbücher. Band XXVII, Heft 3-4. 1955. s. 194.

(26) USp. ss. 1-2. MS. s. 7.

(27) USp. ss. 26-27.

(28) USp. ss. 40-41. PDP. ss. 215-216.

(29) USp. ss. 54-55.

(30) USp. ss. 10-11.

(31) USp.

(32) USp. ss. 42-43.

made out on "the first of the 4th month in the year of the mouse", No. 47<sup>(33)</sup> on "the eighth of the 5th month in the year of horse (*yont*)", No. 52<sup>(34)</sup> on "the twelfth of the 9th month in the year of mouse", and No. 113<sup>(35)</sup> on "the twenty-sixth of the 2nd month in the year of boar (*tonuz*)". There are some other documents of which we cannot judge the dates owing to the damage of paper. In short, the dates are indicated only by the twelve animal-signs in the Uygur documents of loans as in other documents of contract. However, in the Chinese documents of contract, as known by the study of Prof. Dr. Niida, some documents found in Tun-huang have the name of an era, a number of years, a calendar sign and an animal-sign, some have the latter three and some have the latter two, and others have only an animal-sign. The documents found in Khotan and Turfan have the name of an era and a number of years. Nevertheless, all the Uygur documents of contract found likewise in Turfan district have only, as above mentioned, the animal-signs. Of these Prof. Dr. Caferoğlu wrote:<sup>(36)</sup>

Şayanı dikkattirki, Uygur hukuk vasikalarında ancak bu on iki yıla iktifa edilmiş ve ister istemez vesikalar yalnız bu on iki yıl için aktedilmistir. Uzun ve devamlı bir zaman için «köle» veya «oğulluk» sıfat ile devredilenlerin vesikalarında da bundan başka bir takvim sistemine tesadüf edilmemesi, her halde XII-XIV üncü asır Uygurlarında ancak bu türk takvimi sisteminin kullanıldığını göstermektedir.

But according to the study of Prof. Gabain<sup>(37)</sup>, Uygurs at that time were familiar with the more correct way of date-recording by means of not only the twelve animal-signs but also the names of eras, numberings of years and the calendar signs of Chinese dynasties. If so, it is a natural question why Uygurs recorded only the animal-signs in all the documents of contract. It remains unexplained. But as Prof. Gabain wrote:<sup>(38)</sup>

Auch jetzt wird eine Zeitangabe innerhalb der kurzen Spanne von zwölf Jahren noch immer genügen erachtet,

it may be true that the way of date-recording by the twelve animal-signs would be the most convenient for their contract.

#### IV

(B) (B') Lender and borrower, reason of loan, object of loan and the amount.

In the document No. 7, *maṇa* is, of course, a dative pronoun of the first

(33) USp. ss. 82-83.

(34) USp. ss. 89-90.

(35) USp.s. 208 and s. 250.

(36) TM. s. 8.

(37) Gabain, op. cit.

(38) ibid. s. 194.

person singular 'to me', and *Qavsıdu* is a proper noun that is the name of an obligor. As mentioned in the footnote (19), Radloff transliterated this name as *Qaysıdu*, but here Malov's transliteration has been adopted. Denoting "fruit, reward, result, profit", *tüş* means 'interest' here. Besides, *asıy* also means 'interest' in the loan document about money No. 18, though it denotes 'profit, reward' in the scriptures. *-kä*, *-qa* following *tüş* and *asıy* are dative endings, and it may be sure that *tüş-kä* and *asıy-qa* mean 'with interest'. *künčit* is 'sesame'<sup>39)</sup>, *kärgäk* 'necessary', *bolup* a Konverbium of *bol-* 'to be', *Il- Tämır* the name of an obligee, *-tin*, of course, an ablative ending 'from', and *küri* is explained as 'a measure unit of corn' equivalent to Chinese 'tou' 斗. As mentioned in the footnote (14), Radloff transliterated this word as *köni* 'true', but this is to be read *küri* as Malov did. Thus the paragraph concerned is translated "To me, to *Qavsıdu*, with interest, sesame being necessary, from *Il-Tämır*, I borrowed one *küri* of sesame". Next, loan document of money No. 18 above has also a similar construction with the former. In it, *kümüš* is 'silver', *altı* 'six', and *stir* 'liang' 兩. So the paragraph means "To me, to *Bo(u?)lmış*, with interest, silver (money) being necessary, from *Q(a)ra-Oyul*, I borrowed six *liang* of silver". As mentioned in the footnote (21), Radloff read the obligee's name *Qan-Oyul*, but here Le Coq's reading has been adopted.

Many documents have the conditional statement 'with interest', as the two examples above shown. For example,

To me, to *Mıñ-Tämır*, with interest (*tüşkä*), wine being necessary, from *Turi-Baxsı*, I borrowed half a *qap* of wine. (No. 1)<sup>40)</sup>

To me, to *Qumaş-Bay*, with interest (*tüşkä*), sesame being necessary, from *Qarımtu*, with own measure, I borrowed tenfold of two *badır* (e.g. twenty *badır*) of sesame. (No. 27)<sup>41)</sup>

To me, to *Čüri*, with interest (*tüşkä*), sesame being necessary, from *Qayımtu*, I borrowed one *küri* of sesame. (No. 37)<sup>42)</sup>

To me, to *Bo(u?)lmış*, with interest (*asıyqa*), silver being necessary, from *Işırä*, I borrowed three *liang* of silver. (No. 52)<sup>43)</sup>

By the way, as mentioned above, both *tüşkä* and *asıyqa* are to be translated 'with interest' now, and yet in the examples above in which the loan contracts were concluded on condition of *tüşka* and *asıyqa*, it must be noticed that both principal and interest which were repaid were the same things as borrowed from the obligees. This means that *tüşkä* and *asıyqa* were likely to

(39) *künčit* has been translated commonly into 'sesame oil', but I will interpret it as 'sesame' now.

(40) USp. ss. 1-2.

(41) USp. ss. 40-41, PDP. ss. 215-216.

(42) USp. ss. 54-55.

(43) USp. ss. 89-90.



denote not only 'with interest', but also 'on condition of repayment of the same things as borrowed, both principal and interest'. In the case of repayment of things different from those borrowed, the things to be repaid had to be particularly mentioned. There are few examples. One of them, the document No. 10<sup>44)</sup> is as follows:

To me, to Turbay, in stead of sweet wine (*süčügkä*)<sup>45)</sup>, cotton cloth being necessary, from Qiyımtu, I borrowed one and a half (bundle?) of cotton cloth.

In this case, there are the following paragraph which engaged to repay thirty *tänbin* of wine as an amount with interest added. I will show you some other instances.

To me, to Suriyasiri, sesame being necessary, from Qayımtu-Baxsi, I borrowed one *küri* of sesame. (No. 20)<sup>46)</sup>

To me, to Qırırquş, cotton cloth being necessary, from Yabatu, I borrowed two bundles<sup>47)</sup> of cotton cloth. (No. 29)<sup>48)</sup>

To us, to Sisi and Körü, to both, cotton cloth being necessary, from Oquy, we borrowed three (bundles?) of cotton cloth per head. (No. 34)<sup>49)</sup>

To me, to Bo(u?)lmiş, silver being necessary, from Köşünçi, I borrowed four *liang* of silver. (No. 47)<sup>50)</sup>

To me, to Qavsıdu-Tutun, silver being necessary, from Qınsun-Salı<sup>51)</sup>, I borrowed ten *liang* of silver. (No 113)<sup>52)</sup>

These have not any statement of *tüşkä* and *asıyqa* 'with interest', but both principal and interest were the same kind of things as borrowed when they were repaid.

Let us come to the lender and borrower. The names of obligors were generally written both in the texts or the items (B) (B') and also at the end of the texts with *nišan*, a kind of signature<sup>53)</sup> or *tamya*, a private seal. As for the loan documents except of money, the document No. 7, the items (G) and (H) are read:

This signature is mine. I, Qavsıdu myself wrote.

Otherwise,

(44) USp. ss. 10-11.

(45) Needless to say, *-kä* is a dative ending.

(46) USp. ss. 26-27.

(47) Uyğur word for 'bundle' is *bay*. The word may be omitted as to quantity of cotton cloth in many other documents.

(48) USp. ss. 42-43.

(49) USp. ss. 51-52.

(50) USp. ss. 82-83.

(51) Radloff read this name *Sınsun-Salı*, but Malov's correction (USp. s. 250) is taken here.

(52) USp. s. 208 and s. 250.

(53) It was verified by Müller that *mıšan* in Uyğur documents of contract corresponds to 花押 of Chinese. *Uigurische Glossen*, ss. 323-324.

This signature is I, Turbay's. (No. 10)<sup>54)</sup>

This signature is I, Suriyasiri's. (No. 20)<sup>55)</sup>

This signature is I, Qirirquš's. (No. 29)<sup>56)</sup>

This signature is I, Čuri's. (No. 37)<sup>57)</sup>

Besides, we can find no name in the contract document of loans about cotton cloth No. 34:<sup>58)</sup>

These signatures are ours.

In this case, as the obligors were Siri and Körtü, the signatures here must have been theirs.

As for the loan documents about money, No. 18 (F') above is read:

This seal is I, Bo(u?)lmiš's.

The documents No. 47 and No. 52<sup>59)</sup> have the same sentences as this. And we can find at the end of the document No. 113:<sup>60)</sup>

This seal is our, two persons'.

In this case, as the obligor was only Qavsıdu-Tutuñ, one more person who sealed here besides the obligor is unknown. The facts mentioned above testify that it was only an obligor in general who registered his name and put his signature or seal at the end of the text in Uygur documents of loans as well as in those of Chinese. From this, the document No. 113 above is only a case of exception if the phrase "our, two persons'" included any obligee but an obligor. This case may be explained, as I refer to it later, by a probability that this document was not a practical contract, but was written for only an exercise.<sup>61)</sup>

It is worthy of attention that the *tamya* or a seal (a private seal) of an obligor was usually put in case of the loans of money, and the *nišan* or a kind of signature of an obligor was usually written in case of the loans except of money. Mr. Yamada was of the opinion, as I referred to it above, that the documents with *tamya* are older and those with *nišan* newer, but it is a little questionable to me whether we can ever confine the subject of *tamya* and *nišan* to a chronological problem or not.

The number of obligor is only one in many documents, and there is only an example in which two obligors were liable for the same debts through the same contract under joint signature at the end of the text. That is:

To us, to Sisi and Körtü, to both, cotton cloth being necessary, from Oquy,

(54) USp. ss. 10-11.

(55) USp. ss. 26-27.

(56) USp. ss. 42-43.

(57) USp. ss. 54-55.

(58) USp. ss. 51-52.

(59) USp. ss. 82-83 and ss. 89-90.

(60) USp. s. 208 and s. 250.

(61) USp. s. 208.

we borrowed three (bundles?) of cotton cloth per head. (No. 34)<sup>(62)</sup>.

In this document, we can find the following statement of assurance:

Our younger brother (*inimiz*), Čisün Sängä....

If Čisün Sängä was the name of a person, needless to say, Čisün-Sängä was a younger brother of Sisi and Körü, and consequently Sisi and Körü were brothers. This is, however, a hypothesis in all respects. Radloff thought Čisün and Sängä to be two persons. If so, there is nothing but to say that the relation between these joint obligors Sisi and Körü is unknown.

Thus, we have very few instances of joint obligation, and in this case the relation between the joint obligors is not distinct. But as I will refer to it later, it is specially stated that Sisi and Körü are to repay cotton cloth increasing the bundle from three which they borrowed to six per head. So, in Uygur as well as in China the amount to be repaid by the each obligors was previously fixed.

Now it is a noticeable fact that the same person is liable for debts for the second and third time. For example, the document No. 18 was drawn up when Bo(u?)lmiš borrowed six *liang* of silver from Qara-Oyul on the first of the 4th month in the year of mouse, and in the document No. 47<sup>(63)</sup> Bo(u?)lmiš borrowed four *liang* of silver from Kösünči on the eighth of the 5th month in the year of horse, and still he borrowed three *liang* of silver from İsirä on the twelfth of the 9th month in the year of mouse in the document No. 52.<sup>(64)</sup> The word *bolmiš* or *bulmiš*, needless to say, a Deverbales Nomen derived from the verb *bol-* or *bul-*, and many Uygurs were named by the forms of Deverbales Nomen like this. We have some more examples. Then it may be possible that Bolmiš or Bulmiš were different persons of the same name, the obligors, likewise in the three documents above. But both in the documents No. 18 and No. 52, Bo(u?)lmiš's wife (*kiši*) has a name Tüzük or Tözük, the writer of the two contracts is the same person named Yiqinč-Tutuñ, and a person named Borluqči is a *tanuq* e.g. a witness in the two documents. From these facts, at least, Bolmiš or Bulmiš, the obligor in No. 18 and No. 52, must have been a same person. Though the relation between Bo(u?)lmiš in No. 18, 52 and Bo(u?)lmiš in No. 47 is not so clear, it must be quite within the bounds of possibility that they were the same person, considering the existence of *tanuq* (a witness) named Borluqči both in No. 18, No. 52 and in No. 47. And then in the document No. 7, Qavsıdu borrowed one *küri* of sesame on the tenth of the 6th month in the year of mouse, and Qavsıdu-Tutuñ borrowed ten *liang* of silver on the twenty-sixth of the 2nd month in the year of boar in No. 113. Though Qavsıdu

(62) USp. ss. 51-52.

(63) USp. ss. 82-83.

(64) USp. ss. 89-90.

in No. 7 and Qavsıdu-Tutuñ in No. 113 may be different persons, in consideration of the presence of a title Tutuñ (都統?)<sup>(65)</sup> in No. 113 and of nothing common in other respects, it cannot be absolutely impossible that they were the same person. Any way, we have understood at least that the same person borrowed money three times in the three documents above. Moreover, No. 18 was drawn up on the first of the 4th month in the year of mouse and No. 52 on the twelfth of the 9th month in the year of mouse. Suppose the years of mouse above represented the same year—as only a hypothesis—, it can be said that Bolmıš or Bulmıš borrowed six *liang* of silver on the first of the 4th month and three *liang* of silver on the twelfth of the 9th month in the same year, making a *tanuq* of Borluqci and a writer of Yiqinč-Tutuñ every time. This tells us of the poor in the Uygur society in Turfan at the Yüan era, who had to borrow money three times at least. And we can also know this fact from the study on sale contract documents. I want to have a chance to publish the study on sale contract documents<sup>(66)</sup>, but in short, in the Uygur society in Turfan district at the Yüan era, there existed, on the one hand, some landowners or the rich who concentrated lands several times and bought slaves, on the other there were the poor who had to sell lands and vineyards three times at least. This is, I think, one of the important points on the society of Uyguristan.

Let us change the subject from an obligor to an obligee. First we must pay an attention to the fact that *Baxši* (<博士?) or Buddhist priests like Turı-Baxši (No. 1)<sup>(67)</sup> and Qayımtu-Baxši (No. 20)<sup>(68)</sup> were the obligees of wine, sesame etc. This is observed also in many Chinese contracts, especially in the loan documents<sup>(69)</sup>. Moreover many Buddhist priests were the buyers of lands and slaves<sup>(70)</sup> in Uygur documents of sale contract. These facts give us, I am sure, a valuable material for the study on the rôle of Buddhist priests as well as Buddhist temples in the Uygur society at that time. Moreover, the person Qayımtu in No. 37<sup>(71)</sup> who was an obligee of sesame might be the same person as the obligee of sesame, Qayımtu-Baxši in No. 20<sup>(72)</sup>, Qıyımtu in No. 10<sup>(73)</sup> who lent cotton cloth to Turbay, and Qarımtu in No. 27<sup>(74)</sup>, an obligee of sesame. This is because the Uygur letters -a- and -i-, and -y- and -r- are very easy to confound. If the facts were like this, Qayımtu (Qıyımtu? Qarımtu?) was, it can

(65) Müller, F. W. K., *Uigurica* I. Berlin, 1908. s. 14.

(66) 護 雅夫, 「ウイグル文賣買文書の研究」 (not yet published.)

(67) USp. ss. 1-2.

(68) USp. ss. 26-27.

(69) See instances quoted in TS.

(70) USp. ss. 19-20, document No. 15; PDP. ss. 204-205, document No. 2.

(71) USp. ss. 54-55.

(72) USp. ss. 26-27.

(73) USp. ss. 10-11.

(74) USp. ss. 40-41. PDP. ss. 215-216.

be said, an obligee of sesame and cotton cloth four times, but we have no more evidence.

In some Uyghur documents of sale contract, the relation between sellers and buyers is comparatively evident, that is, many sale contracts were effected between relatives and especially brothers<sup>75)</sup>, regardless of its objects e.g. lands, fields, vineyards or human bodies. In some instances, lands, fields and vineyards were sold to the neighbours<sup>76)</sup>. But in our documents of loans in question the relation between lenders and borrowers is quite unknown. In case of sale contract, it seems to be relevant to 'pre-emption' as in China that land etc. were sold to the relatives and neighbours in many documents, but I am not sure for the present.

Next comes the reason of loan. As the above mentioned documents show, in any case, the cause was the shortage of wine, sesame, cotton cloth and money in the obligors. This means the loans for consumption.

Last comes the amount of the objects of loan. The documents say: "half a *qab* of wine" (No. 1)<sup>77)</sup>, "one *küri* of sesame" (No. 7<sup>78)</sup>, 20<sup>79)</sup>, 37)<sup>80)</sup>, "tenfold of two *badir* of sesame" (No. 27)<sup>81)</sup>, "one and a half (bundle?) of cotton cloth" (No. 10)<sup>82)</sup>, "two bundles (*bay*) of cotton cloth" (No. 29)<sup>83)</sup>, "three (bundles?) of cotton cloth per head" (No. 34)<sup>84)</sup>, "six *liang* of silver" (No. 18)<sup>85)</sup>, "four *liang* of silver" (No. 47)<sup>86)</sup>, "three *liang* of silver" (No. 52)<sup>87)</sup> and "ten *liang* of silver" (No. 113)<sup>88)</sup>. It is worthy of our notice that the amount of the objects was very small in the loan contract as compared with the sale contract. That is, the sale documents say, referring to money: "one *ting* 錠 and five *liang*" (No. 109)<sup>89)</sup>, "six hundred *ting* of *Chung t'ung Pao ch'ao* 中統寶鈔" (No. 12)<sup>90)</sup>, "eighty *ting* of *Chung t'ung Pao ch'ao*" (Fêng Chia-shêng "Contract of land-sale" 借錢賣地契

(75) USp. ss. 205, 247, document No. 109; *ibid.* ss. 204, 246, document No. 108; *ibid.* ss. 12-13, document No. 12; *ibid.* ss. 100-101 document No. 57; *ibid.* ss. 14-16, document No. 13 etc.

(76) USp. ss. 205, 246, document No. 109; PDP. ss. 204-205, document No. 2 etc.

(77) USp. ss. 1-2. TM. s. 7.

(78) USp. s. 7. PDP. s. 208.

(79) USp. ss. 26-27.

(80) USp. ss. 54-55.

(81) USp. ss. 40-41. PDP. ss. 215-216.

(82) USp. ss. 10-11.

(83) USp. ss. 42-43.

(84) USp. ss. 51-52.

(85) USp. ss. 24-25. MSOS. s. 107.

(86) USp. ss. 82-83.

(87) USp. ss. 89-90.

(88) USp. s. 208 and s. 250.

(89) USp. s. 205 and s. 247.

(90) USp. ss. 12-13. MSOS. ss. 108-109.

約)<sup>91)</sup>, “forty-seven *liang*” (No. 61)<sup>92)</sup>, “fifty *liang*” (No. 114)<sup>93)</sup>, and “sixty *liang*” (No. 57)<sup>94)</sup>, and referring to cotton cloth: “one hundred and two bundles” (No. 13)<sup>95)</sup>, “one hundred and seventy (bundles?)” (No. 107)<sup>96)</sup>, “twenty-three (bundles?)” (No. 108)<sup>97)</sup>, “thirty (bundles?)” (Malov, No. 2)<sup>98)</sup>, “one hundred and fifty (bundles?)” (No. 16)<sup>99)</sup>, “one hundred (bundles?)” (No. 56)<sup>100)</sup> and “eighty (bundles?)” (No. 110)<sup>101)</sup>. Like this, very large amount of money and cotton cloth was transferred in the sale contracts, but on the other hand, in the loan contracts, very small amount of money—“ten *liang*” at most—and cotton cloth—“three (bundles?)” at most. This gives us, I think, a noticeable question about the strata differentiation in Uyghur society of those days, because this proves without doubt that there were, on the one hand, some landowners or the wealthy who could get lands, fields and human bodies for very large amount of money and cotton cloth, and on the other, the poor who had to borrow very small amount of money, cotton cloth etc. under the necessity of consumption in Uyghur society.

Concerning the Uyghur units of measure, I am not sure in detail, which are *bağ* ‘bundle’ for cotton cloth connected with Chinese *tuan* 段, *qab* and *badir* for wine and sesame.<sup>102)</sup>

## V

### (C) (C') Date of repayment and renumeration interest.

Firstly I will touch upon the date of repayment in the loan contract except of money. As in China, it was common, as far as I know, that both principal and interest were to be repaid in autumn. For example, in the document No. 7 quoted above, sesame borrowed on “the tenth of the 6th month” was to be repaid in *küz* “autumn”. Likewise sesame borrowed on “the seventh of the

(91) 馮家昇, 「元代畏兀兒文契約二種」

(92) USp. ss. 112-114.

(93) USp. s. 209 and s. 251.

(94) USp. ss. 100-101.

(95) USp. ss. 14-16. PDP. ss. 209-211.

(96) USp. ss. 202-203 and ss. 244-245.

(97) USp. s. 204 and s. 246.

(98) PDP. ss. 204-207.

(99) USp. ss. 21-23.

(100) USp. ss. 98-99.

(101) USp. s. 206 and s. 248.

(102) The word *badir* was studied by Владимирцов (USp. s. 267). And Prof. Enoki has suggested me that *qap*~*qab*~*qav* here may be transliteration of Chinese 合. We have an instance on the line 26, T. II Y. 48, Uigurica II in which *qav* is used for 合 and *siŋ* for 升 (s. 77 and s. 82). I thank Prof. Enoki for his suggestion and will think it well over.

2nd month" was to be repaid in *küz yañi* "new autumn"<sup>(103)</sup> (No. 20)<sup>(104)</sup>, sesame borrowed on "the fifth of the 4th month" was to be repaid in "new autumn" (No. 27)<sup>(105)</sup>, and sesame borrowed on "the seventh of the 4th month" was to be repaid in "new autumn" (No. 37)<sup>(106)</sup>. And in these documents both principal and interest were to be repaid with sesame. As for wine, being borrowed on "the twenty-second of the 3rd month", it was to be repaid with interest of wine in "new autumn" (No. 1)<sup>(107)</sup>. As for cotton cloth, being borrowed on "the twentieth of the 10th month", it was to be repaid in "new autumn" (No. 29)<sup>(108)</sup>, and being borrowed on "the fifth of the 4th month", it was to be repaid in "new autumn", too (No. 34)<sup>(109)</sup>. In these documents both principal and interest were to be repaid with cotton cloth. In another example, cotton cloth borrowed on "the twenty-fifth of the 2nd month" was to be repaid with interest of *süçüg* "sweet wine" (No. 10).<sup>(110)</sup> In this case, both principal and interest were to be repaid with sweet wine. Of these instances, except No. 7 of sesame on "the tenth of the 6th month" and No. 29 of cotton cloth on "the twentieth of the 10th month", all the loans became effective in spring. This tells us the fact that the things other than money were generally borrowed in spring and repaid in autumn after harvest. In other words, the so-called "*i shou* 一熟" that is from seed-time to harvest was a unit of the interest account in Uyghur as well as in China.<sup>(111)</sup>

Now, it seems that the interest in loans except of money was repaid with the same amount of things as borrowed from an obligee, regardless of the length of the term of a loan. That is to say, amount with additional interest was twice as much as borrowed. For instance, in the document No. 7 drawn up when he borrowed one *küri* of sesame, the item (C) states about its repayment: "*küz* (in autumn) *iki küri* (two *küri*) *künçit* (sesame) *birürmän* (I will repay)". Likewise, amount of repayment is "two *küri* of sesame" for "one *küri* of sesame" in No. 20 and No. 37, "one *qab* of sweet wine" for "half a *qab* of wine" in No. 1, "*iki qata* e.g. twofold" cotton cloth for "two bundles of cotton cloth" in No. 29, and "six (bundles?) of cotton cloth per head" for "three (bundles?) of cotton cloth per head" owed by two obligors in No. 34. These instances prove that the

(103) *küz yañi* has been translated commonly into "Anfang des Herbstes" (USp. ss. 1, 10, 27, 41, 43, 52, 54), "Начало осени" (PDP. s. 216) e.g. "beginning of autumn," but it is verbally "new autumn". Caferoğlu rendered it "*yeni sonbahar*" with a note (*başında*) according to the common opinion (TM. s. 7). I will now give a verbal translation "new autumn."

(104) USp. ss. 26-27.

(105) USp. ss. 40-41. PDP. ss. 215-216.

(106) USp. ss. 54-55.

(107) USp. ss. 1-2.

(108) USp. ss. 42-42.

(109) USp. ss. 51-52.

(110) USp. ss. 10-11.

(111) TS. p. 267.

renumerative interest was, in general, the same amount of things as borrowed per year or “*i shou*” in loans except of money, without reference to the length of the term of loan, accordingly, the amount with interest added was twice as much as borrowed. Then, the following words in No. 27<sup>112)</sup> may become a subject of discussion:

maña Qumaş-Bay-qa tüş-kä künçiđ kargäk bolup Qarımtu-tın  
öz badır birlä on iki badır künçiđ aldım, küz yañıda  
yigirmi iki badır künçiđ köni birürmān,

“To me, to Qumaş-Bay, with interest, sesame being necessary, from Qarımtu, with own measure (*öz badır birlä*), I borrowed *on iki badır* of sesame. In new autumn, *yigirmi iki badır* of sesame, certainly, I will repay.” The question is interpretation of numerals *on iki badır* and *yigirmi iki badır*. Both translators Radloff and Malov interpreted them as “twelve *badır*” and “twenty-two *badır*”<sup>113)</sup>. If so, the amount with interest added to be repaid does not come twice as much as borrowed, and this may be said to be a single exception. Of course, in comparatively later documents, we have many examples in which twelve stood for *on iki* and twenty-two for *yigirmi iki*, but formerly twelve was for *iki yigirmi* and twenty-two for *iki otuz* in many cases. In our documents of loans in question, too, “twenty-three” is expressed by “*iki otuz*” (No. 1)<sup>114)</sup> “twenty-five” by “*biş otuz*” (No. 10)<sup>115)</sup>, “twelve” by “*iki yigirmi*” (No. 52)<sup>116)</sup> and “twenty-six” by “*altı otuz*” (No. 113)<sup>117)</sup>. According to very common way of calculation like this, Rodloff and Malov were, I am sure, mistaken in their translation as twelve *badır* for *on iki badır* and twenty-two *badır* for *yigirmi iki badır*. Then, how are we to explain this? I think the key of solution is in the words “*öz badır birlä*”. As the word *öz* means “selbst, eigen, Körper, Leben, Person, das Selbst”, “*öz badır birlä*” is nothing but “with own measure”<sup>118)</sup>. And why is there a special statement “with own measure” only in this document. I think it is because the measure used in this contract was not a common, but a special measure containing two *badır*. If it be so, “*on iki badır*” might denote tenfold of “*iki badır*” e.g. “twenty *badır*”, and “*yigirmi iki badır*” twentyfold of “*iki badır*” e.g. “forty *badır*”. So the numerals in question must be rightly translated by twenty *badır* and forty *badır*, contrary to Radloff’s and Malov’s reading. It thus appears that Qumaş-Bay contracted to borrow tenfold the quantity of sesame with a measure

(112) USp. ss. 40–41. PDP. ss. 215–216.

(113) USp. s. 41. PDP. ss. 215–216.

(114) USp. ss. 1–2.

(115) USp. ss. 10–11.

(116) USp. ss. 89–90.

(117) USp. s. 250.

(118) Radloff also rendered it “mit dem eigenen Padyr” (USp. s. 41) and Malov, too, “своим бадыром” (PDP. s. 215).



containing two *badir* e.g. twenty *badir* of sesame from Qarimtu, and to repay twentyfold the quantity of sesame with a measure containing two *badir* similarly e.g. forty *badir* in autumn. In this case, too, the amount with additional interest was twice as much as borrowed. After all, the loan contract except of money was usually concluded at so-called the interest of “pei ch'êng” 倍稱 e.g. repayment of twice the amount of principal in Uygur as well, it is said<sup>(119)</sup>, as in China.

Next as for the loan contract about money, it seems that the date of repayment was, in a normal form, not appointed as in No. 18, only with the agreement of renumeration interest. Yet we have only a document No. 113<sup>(120)</sup> in which it is stated that he borrowed ten *liang* of silver on the twenty-sixth of the 2nd month in the year of boar and “on the tenth of the 10th month, I, rightly (on the appointed day?), will repay”. Different from all the others, the date of repayment is clearly written in this document No. 113, without any concrete agreement of renumeration interest. In other words, this is sharply distinguished from the other documents of loans of money on the following points: 1) the date of repayment is surely appointed and 2) the amount of renumeration interest is not concretely fixed. Here is a noticeable opinion of Radloff that No. 113 was not a true document of loans. He said,

Dieses ist kein Dokument, sondern eine als Schreibeübung von einem im Schreiben ganz ungeübten Menschen verfertigte Abschrift. Dies ist nicht nur aus der Schrift zu ersehen, sondern besonders auch daraus, dass sie 1) auf der Rückseite eines viereckigen Stückes gelben Papiers geschrieben ist, das offenbar aus einer mit chinesischer Schrift beschriebenen Schriftrolle herausgeschnitten ist, 2) dass an drei Stellen kindischer Weise mit dem Pinsel geschriebene spirale Linien gezeichnet sind, die das Siegel vorstellen sollen.<sup>(121)</sup>

There are some reasons besides Radloff's why this was not used in practice but written for exercise. They lie in such misspellings as *onstir* and *yoqbolsar*<sup>(122)</sup> which were to be written in two words *on stir* and *yoq bolsar*, and in the facts that the numeral ‘ten’ is easily used as he borrowed ‘ten *liang*’ of silver and will repay on ‘the tenth of the tenth month’ and that the document has, as formerly pointed out, a sentence saying “this seal is ours, two persons” at the end when the obligor is only one, which is not consistent. It may be not so questionable, if this document was only a paper of exercise, that the form and contents are different from all the others. But on the other hand, according to its arranged form in outline, it can be also taken into consideration that this document might have not been drawn up at random, but used in an actual loan

(119) TS. p. 270.

(120) USp. s. 208 and s. 250.

(121) USp. s. 208.

(122) USP. s. 250, lines 4 and 6.

contract at that time, granting it to be informal. It remains uncertain for the time being.

Different from No. 113, in the ordinary documents of loans of money, renumerative interest is concretely appointed, but the date of repayment is not fixed. Some Chinese documents of loans have no special terms of loan, but in this case they have definite statements that money is to be repaid by the obligee's request whenever it is required.<sup>123)</sup> No provision like this can be seen in the Uygur documents of loans of money. I don not know how Uygurs treated of this case.

Now, as for renumerative interest, there is such a mention as follows<sup>124)</sup> in the item C') of No. 18 quoted above, which was drawn up for the loan of six *stir*.

How many months, if I hold (money), every month, with interest of one and a half *baqir* each of silver, I will certainly repay.

Almost the same holds good of the others. For example, No. 47<sup>125)</sup> (borrowed four *stir*) says, "in a month, with interest of one *baqir* each of silver, I will certainly repay", and No. 52<sup>126)</sup> (borrowed three *stir*) says, "how many months, if I hold (money), every month, with interest of one *baqir* each of silver, I will certainly repay." The mention about renumerative interest can be literally translated like this, but a question might arise as to how to comprehend them. Radloff translated these three instances as follows:

Wie viele Monate ich (dasselbe) behalten werde, werde ich für jeden (Satyr) anderthalb Pakyr Silber Zinsen richtig bezahlen (No. 18).<sup>127)</sup>

In einem Monat werde ich es mit je (für jeden Satyr) einen Pakyr Silber Zinsen richtig zurückgeben (No. 47).<sup>128)</sup>

Wie viele Monate ich es behalten werde, werde ich es richtig mit den dafür zu zahlenden Zinsen, (die) für jeden Monat (für jeden Satyr) zu einen Bakyr Silber (betragen), zurückgeben (No. 52).<sup>129)</sup>

According to his interpretation, interest of one and a half *baqir* or one *baqir* a month is for one *satir*. Thus he inserted a phrase "for one *satir*" into the

(123) TS. p. 278.

(124) Le Coq translated this passage as, "Wie viele Monate ich (dieses Geld) behalten sollte, jeden Monat werde ich einzeln einen halben Baqir Silber mit seinen Zinsen (als Zinsen?) getreulich geben." (MSOS. s. 107). That is, he took *birär* for "einzeln" and *yarim baqir* for "einen halben Baqir," but as mentioned below, there are such instances as *ikirär yarim baqir* (Müller, Uigurische Glossen, s. 320), and *birär otuz qata* for "21 times each" (Uigurica II, s. 45), so *birär yarim baqir* should not be interpreted as Le Coq, but in the meaning "1.5 baqir."

(125) USp. ss. 82-83.

(126) USp. ss. 89-90.

(127) USp. s. 25.

(128) USp. s. 82.

(129) USp. s. 89.

translation of the item of renumeration interest, and moreover in his work "Versuch eines Wörterbuches der Türk-Dialecte", he said clearly,

Baqir: als kleine Münzeinheit wird in den Dokumenten aus Turfan "paqir kümüş" genannt, ein "paqir kümüş" wird gewöhnlich für einen "satir kümüş" als monatliche Zinsen berechnet.<sup>(130)</sup>

Afterwards, his theory was supported by Müller. Müller made reference to the fact that the word "*baqir*" was used as a monetary unit, changing its original meaning "copper" and said,

Nach diesen Ausführungen hätten also die Turfaner Gelddarleihen für einen Silber-Taël an monatlichen Zinsen  $\frac{1}{10}$  Taël=1 mace berechnet!<sup>(131)</sup>  
Needless to say, 1 Taël stands for 1 *stir* and  $\frac{1}{10}$  Taël=1 mace for 1 *baqir* here. Moreover Mr. Maeda, following Radloff's and Müller's theory, also translated the item of interest in No. 47:<sup>(132)</sup>

I will just repay interest of one *baqir* of silver for one *satir* every month. Thus Radloff's theory has been accepted as an established, that renumeration interest in Uyğur documents of loans was one *baqir* for one *stir* per month. According to the established theory advocated by Radloff and supported by Müller and Maeda, renumeration interest in a money loan in Uyğur was 10% a month, because one *baqir* was, as Müller pointed out,  $\frac{1}{10}$  *stir*. Such is the case with them. Now, if we apply the theory of Radloff, Müller and Maeda to the case that "interest of one and a half *baqir* each of silver per month" will be repaid in No. 18 above, interest should be 15% per month. Moreover in T. III. D 279 quoted by Müller, there is such a statement as:<sup>(133)</sup>

ay sayu ikirär yarım baqir kümüş asıy-i birlä

If two and a half *baqir* here be interest for one *stir* as they insisted, in this case, it must be said that very high interest of 25% was charged. When Müller quoted the material above, he said that the interest had been *Wucherzinsen*, and it seems to me that interest of 25% a month is too high, in other words it is an almost improbably high interest, considering of productivity in Asia in those days. So I cannot help hesitating to express my approval for the established theory by Radloff. And yet he only inserted the phrase "für jeden Satyr" or "für einen satir kümüş" into the original texts and supplemented them by his personal opinion. We have no reason to have to think so, for there is not the phrase "for one *stir*" in the original texts.

Thus I have come to the conclusion, contrary to Radloff's, that renumeration interest in Uyğur documents of loans of money was not "for one *stir*",

(130) Radloff, W., Versuch eines Wörterbuches der Türk-Dialekte, IV, s. 1439.

(131) Müller, Uigurische Glossen, s. 320.

(132) Maeda, 「元代の貨幣單位」 p. 9.

(133) Uigurische Glossen s. 320.

but for the total amount of the borrowed principal. That is to say, in No. 18 one and a half *baqir* was for six *stir* a month, in No. 47 one *baqir* for four *stir* a month and in No. 52 one *baqir* for three *stir* a month, though the principal in T. III. D 279 Müller quoted is, to my sorry, indistinct as far as we have no chance to see it directly. Judging from very few materials like these, the rate of renumorative interest was,  $\frac{1.5}{60}=2.5\%$  a month and 30% a year in No. 18,  $\frac{1}{40}=2.5\%$  a month and 30% a year in No. 47, and  $\frac{1}{30}=3.3\ldots\%$  a month and 39.6 $\ldots\%$  a year in No. 52. Needless to say that it was of simple interest per month. As far as I know, it can be said that the rates of renumorative interest in money loans were from 2.5% to 3.3 $\ldots\%$  a month and from 30% to 39.6 $\ldots\%$  a year. These rates correspond with the law of interest limitation under the T'ang, Sung and Yüan dynasties<sup>134)</sup>. This is never a coincidence, I am sure.

In this chapter, we investigated into the date of repayment, the term of a loan and renumorative interest in the Uygur documents of loans. The result proved that the same conditions of contract as in China were current in Uygur about these subjects. Renumerative interest was a simple interest per month (*Ay sayu*) in the case of money loan, and in a loan except of money, an annual interest, the unit of which was "*i shou*" 一熟 e.g. a term from seed-time to harvest (*küz yanı*). Of course, the term of a loan except of money was from the time when a loan was concluded to the harvest time in autumn. The same was the case in China about these items. Next, concerning the rate of interest, so-called "Pei ch'êng" 倍稱 system of China was popular in a loan except of money, by which the amount was repaid twice as much as principal, and in a loan of money a simple interest per month was in circulation, the unit of which was indicated not by  $\frac{1}{10}$  but by  $\frac{1}{100}$ . For the time being, we have no instance of monthly interest over 4%. The same was the case in China about this item, too.

## VI

### (D) Reparable Interest

Reparable interest is what is paid as indemnity to an obligee when an obligor does not discharge his liabilities by the appointed time. As known from the two instances above, there is no agreement of this reparable interest in the documents of loans of money (No. 18 for instance). This will be connected with the fact that they concluded no definite date of repayment in a loan of money. Now,

(134) TS. pp. 274-276.

the item (D) of the document of loans of sesame No. 7 can be translated as follows. *bir-* is 'to repay', *-mädin* 'a negative Konverbum', *käč-* 'to pass', *käčür-* 'a transitive of *käč-*' and *-sär* 'a conditional ending'. So the first half means, "if I do not repay and pass (the fixed term)". *il* means 'a native place, a province', and here is used in a latter sense. *yaŋ* is, as pointed out by many scholars, 'custom, convention', which exists in Maḥmūd-al-Kāšyarī's *Dīvān luyāt-at-Turk*, *Qudatqu Bilig* and modern Turkic languages. The word was given a full explanation by Prof. Caferoğlu.<sup>135)</sup> *-ča* suffixed to *yaŋ-i* is 'according to' in this case, and *tüş* 'interest'. So *il yaŋınča түši birlä birür* [*män?*] is "according to provincial custom, I will repay with interest". And the item (D): "If I do not repay and pass the term, according to provincial custom, I will repay with interest". Likewise in No. 27<sup>136)</sup> and No. 37<sup>137)</sup> both of sesame, No. 1<sup>138)</sup> of wine, No. 10,<sup>139)</sup> No. 29<sup>140)</sup> and No. 34<sup>141)</sup> all of cotton cloth have the very same sentence, unless *asıy* is used in stead of *tüş* "interest" (No. 10, 34) or *köni* 'rightly' is followed by 'will repay' (No. 1, 10, 20, 27, 29, 34). In any case, repayable interest was repaid *il yaŋınča* "according to provincial custom".

Prof. Caferoğlu wrote as follows about the fact that a kind of indemnity was paid to an obligee "according to provincial custom", when an obligor did not discharge his liabilities by the appointed time in Uyğur:

Yalnız, vesikaların kuyudatına istinaden, XII-XIV-üncü asır Uyğur türk-  
lerinin hayatında resmî kanunlar haricinde mahallî örfün de büyük rol  
oynadığını görmekteyiz.<sup>142)</sup>

He may be right, but it is a question whether we may consider this phenomenon as particular only in Uyğur or not, because we have already had the studies on Chinese documents of loans by Prof. Niida and Prof. Zehaku Tamai 玉井是博, in which we can find the very same stipulation as that of Uyğur documents. According to the professors, out of those documents discovered in Tun-huang by the Pelliot Expeditionary Party, a loan document of silk of the 8th month in the year of horse in the first calendar sign 甲午 says:

若違時限不還，於鄉元生利<sup>143)</sup>

Likewise, in a loan document of the live-stocks of the 1st month in the year of horse in the third calendar sign 丙午:

(135) TM. ss. 16-17.

(136) USp. ss. 40-41. PDP. ss. 215-216.

(137) USp. ss. 54-55.

(138) USp. ss. 1-2.

(139) USp. ss. 10-11.

(140) USp. ss. 42-43.

(141) USp. ss. 51-52.

(142) TM. s. 10.

(143) TS. pp. 233, 277. Collection Pelliot No. 3124.

於限不還, □□□元禮生理<sup>(鄉)(原)(例)(利)</sup><sup>144)</sup>

and in a loan document of silk of the 6th month in the year of horse in the fifth calendar sign 戊午:

若於限不還者, 便於鄉例生利<sup>145)</sup>

Moreover, out of those in Tun-huang by the Stein Party, two loan documents of woolen clothes 褐 of the 12th month in the year of ox in the sixth calendar sign 己丑 say:

若不還者, 看鄉原生利<sup>146)</sup>

and

若於時限不還者, 便看鄉原生利者<sup>147)</sup>

From these, we can understand that the amount of reparable interest or the rate of interest was settled according to the custom of *hsiang yüan* 鄉原 "a native place, a province" in the Chinese documents of loans, too. It is sure that 鄉原 meant 'native place, a province' from the sources quoted by Prof. Niida<sup>148)</sup>, 唐大詔令集, 宋會要稿, 續資治通鑑長編, 元典章. The Uygur expression *il yaqınca tüši (or asiyi) birlä birürmän* "according to provincial custom, I will repay with interest is" nothing else than a literary translation of the Chinese 於鄉元生利, □<sup>(鄉)</sup>元禮生理, 於鄉例生利, 看鄉原生利 stated about reparable interest in the Chinese documents of loans.

In the last chapter I have pointed that the term of a loan and remunerative interest in Uygur documents of loans were the very same as those in Chinese documents of loans, and in this chapter we have known that stipulation about reparable interest in Uygur documents of loans was nothing but a literary translation of that in Chinese documents of loans. I think it necessarily follows that there was a close connection between Uygur documents and those of Chinese, more clearly, that very strong influences of Chinese documents affected on those of Uygur.

## VII

### (E) (D') Assurance

I will give a word for word translation of item (E) of the document No. 7. *birgin* is a Deverbales Nomen derived from *bir-* 'to repay, to give', *-lä* 'in time of, in case of' or 'before', *bar* 'to exist, there is', *yoq* 'not to exist, there

(144) TS. pp. 418, 277. Collection Pelliot No. 2652.

(145) TS. pp. 258, 278. Collection Pelliot No. 3501.

(146) TS. pp. 259, 278. Stein's Collection No. 4445.

(147) TS. pp. 260, 278. Stein's Collection No. 4445.

(148) TS. pp. 282-283. n. (63) (64).

is not', -sar 'a conditional ending', *ini* 'younger brother', *Qasuq* his name and -*nñ* 'a genitive case ending'. As for *tägi*, Prof. Dr. Reşit Rahmeti Arat and Prof. Dr. Herrfahrdt have different views<sup>149)</sup>, but I think this meant 'family' or 'relatives' as Radloff, Malov and Caferoğlu interpreted. -*sünlär* in *birsünlär* is so-called 'the third person plural of Vokativische Verbform'. -*bol* is, needless to say, originally a verb 'to be', but it plays the same rôle of Hilfsverb as *är*- when *bar*, *yoq* and *kärgäk* are used as verbals. Prof. Dr. A. von Gabain says about it:

*bar* "es gibt", *yoq* "es gibt nicht" und *kärgäk* "es ist nötig" sind eigentlich reguläre Nomina. Um sie verbal zu gebrauchen, werden sie mit einem *är*-, seltener einem *bol*- konstruiert: *bar ärdi* "es gab"; *bar bolmıx üčün* "weil es gab"; *yoq ärsär* "wenn es nicht gibt"; *kärgäk ärti* "es war nötig".<sup>150)</sup>

Certainly *bar bol*- and *yoq bol*- are far less used than *bar är*- and *yoq är*-, but we have another instance on the lines 11 and 12 of Chuastuanift T. II Y. 60 a: "*ymä [ar]xon yir t(ä)ñri nädä ötrü yoq bolğay*"<sup>151)</sup> "then why there cannot be God of land Arxon". In short, *bar bol*- may have denoted 'to exist, there is' and *yoq bol*- 'not to exist, there is not'. Now, I will give a literary translation to the item (E) of No. 7. That is "Before (or in time of) repaying, if I be (or) be not, family of my younger brother Qasuq together, rightly shall repay." Next about the item (D') of No. 18, the first half is the same as (E) of No. 7, only *bar* and *yoq* are inverted. *kişi* meant 'wife (in this sense here)<sup>152)</sup>, woman' besides 'human being' and Tüzük or Tözük is her name. So it will be translated as 'Before (or in time of) repaying. if I be not (or) be, my wife Tüzük (Tözük?), rightly shall repay." Le Coq's reading is as follows.

Wenn ich, bis zur Abzahlung (zum Geben) nicht dasein (oder) da sein sollte, soll mein Welb Tüzük es erichtig bezahlen (geben)<sup>153)</sup>.

Almost the same expression of assurance can be seen in many other documents of loans. That is, in No. 27<sup>154)</sup> of sesame "Before (or in time of) repaying, if I be (or) be not, my younger brother....", in No. 37<sup>155)</sup> "Before (of in time of) repaying, if I be (or) be not, family of my younger brother Qara-Quş<sup>156)</sup> together, rightly shall repay," in No. 1<sup>157)</sup> of wine "Before (or in time of) repaying,

(149) See n. (16).

(150) A. von Gabain, *Altürkische Grammatik*. Leipzig 1950, ss. 128-129. (Abr. AtG.)

(151) Le Coq, A. von, *Chuastuanift*. Ein Sündenbekenntnis der manichäischen Auditores. Berlin, 1911, s. 16.

(152) TM, s. 11.

(153) MSOS, s. 107.

(154) USp. ss. 40-41. PDP, ss. 215-216.

(155) USp. ss. 54-55.

(156) Radloff transliterated here *Qara-Quş qalıp*, and Malov corrected *Qara-Quş-nñ* (USp. s. 223). Malov's is correct, needless to say.

(157) USp. ss. 1-2.

if I be (or) be not, family of Nom-Quli together, rightly shall repay”, in No. 10<sup>158)</sup> of cotton cloth “Before (or in time of) repaying, if I be (or) be not, family of my son Tämür-Buqa together, rightly shall repay,” in No. 34<sup>159)</sup> “Before (or in time of) repaying, if we be (or) be not, family of our younger brother(s?) Čisün (and?) Sängä together, rightly shall repay”, in No. 52<sup>160)</sup> of money “Before (or in time of) repaying, if I be not (or) be, my wife Tüzük (Tözüük?), rightly shall repay” and No. 113<sup>161)</sup> “Before (or in time of) repaying, if I be (or) be not, my younger brother Ozmiš-Toyrıl, rightly shall repay”.

In those translations, many investigators have been troubled with the utterly mysterious clauses *bar yoq bolsar män* (No. 1, 7, 10, 27, 113), *bar yoq bolsar män* (No. 37), *bar yoq bolsar biz* (No. 34) “if I (or we) be (or) be not” and *yoq bar bolsar män* (No. 18, 52) “if I be not (or) be”. For example Le Coq translated it as quoted above, but the connotation is obscure. Radloff’s translations for *birginčä bar yoq bolsar (bolsa) män* are “Sollte ich vor der Rückgabe sterben” (No. 1, 7, 10), “Sollte ich umkommen, ehe ich es zurückgegeben habe” (No. 27), “Wenn ich, bevor ich es zurückgebe, sterben sollte” (No. 113), “Wenn ich (aber) vor der Rückgabe umkommen sollte” (No. 37), and for *birginčä bar yoq bolsar biz* “sterben wir aber, bevor wir (die Schuld) zurückgegeben haben” (No. 34). He thought *bar yoq* and *yoq bar* have the same meaning<sup>162)</sup> and translated *yoq bar bolsar män* as “Wenn ich vor der Rückgabe sterben sollte” (No. 18), “Wenn ich, bevor ich es bezahle, sterben sollte” (No. 52). According to Radloff, both *bar yoq bol-* and *yoq bar bol-* meant ‘to die’. Then his theory has been adopted as an established ever since. Prof. Caferoğlu, too, rendered it “öldüğüm takdirde<sup>163)</sup> (No. 1) and Malov also “если я до уплаты умру” (No. 7, 27)<sup>164)</sup>. Of course, we have an instance of *yoq bar bol-* meant ‘to die’ in Türkische Turfantexte I<sup>165)</sup>, but we have no reason why *bar yoq bol-* must have a meaning ‘to die’, when *bar* and *yoq* are inverted. This may be said so all the more because the phrase *bar yoq bol-* can be seen in seven documents, as far as I can examine now, only No. 18 and No. 52 have *yoq bar bol-*. The meaning ‘to die’ for *bar yoq bol-* and *yoq bar bol-* may have been inferred from the contexts by Radloff, Caferoğlu and Malov, but will their interpretation ever be correct?

By the way, some Uygur documents of loans have the other expressions of assurance besides *bar yoq bol-* and *yoq bar bol-*, though it has already been pointed

(158) USp. ss. 10–11.

(159) USp. ss. 51–52.

(160) USp. s. 89.

(161) USp. s. 250.

(162) USp. ss. 89–90.

(163) TM. s. 7.

(164) PDP. ss. 208, 216.

(165) Bang, W. und Gabain, A. von, Analytischer Index zu den fünf ersten Stücken der Türkischen Turfan-Texte. Berlin, 1931. s. 57.



out. They are, in No. 47<sup>166)</sup> of money:

*birginčä iştin taştin bolsar m(ä)n*

"Before (or in time of) repaying, if I be *iştin taştin*", and in No. 67<sup>167)</sup> of cotton cloth:

*birginčä män(?) örü qodı bolsar m(ä)n*

"Before (or in time of) repaying, if I be *örü qodı*". Moreover, we have a document No. 12<sup>168)</sup> which is, strictly speaking, not a loan document but so-called a contract of repaying arrears, drawn up when Inč-Buqa and Yaruq contracted to repay arrears of 500 *yastuq* (錠) after they paid 100 *yastuq* in buying "vineyards and lands" for 600 *yastuq*. The expression of assurance in this contract is like this:

bu bitig-däki čao-nı birginčä biz Inč-Buqa-a Yaruq iştin taştin bar yoq bolsar biz birlä alyučı toñşu taypaoşın m(ä)n Inč-Buqa-a-nıñ inim Asan män Yaruq-nıñ oylum Qar-a-Toyma ikägü bu bitig-täki čao-nı.....köni birür biz.

In this sentence *čao* is derived from Chinese 鈔, *birlä* "together, with", *alyučı* a Nomima actoris of *al-* 'to take', *toñşu* from 同取(人) in the Chinese contracts, *taypaoşın* from 代保人<sup>169)</sup> in the money loan documents and the house loan documents in Yüan dynasty, and *ikägü* a collective noun of *iki* 'two'. Now, word for word translation will be given as follows: "Before (or in time of) repaying *čao* in this document, if we Inč-Buqa and Yaruq be *iştin taştin bar yoq*, who take together (that is) 同取 (人?), 代保人, both my (or) Inč-Buqa's younger brother Asan (and) my (or) Yaruq's son Qara-Toyma, *čao* in this document.... .rightly we will repay". Thus in the expressions of assurance of Uyğur documents of loans we can find various phrases *iştin taştin bol-* (No. 47), *örü qodı bol-* (No. 67) and *iştin taştin bar yoq bol-* (No. 12) in addition to *bar yoq bol-* and *yoq bar bol-*. How are these to be interpreted?

First, how about *iştin taştin*? I think this phrase changed its form from *iştin taştin* as a result of phonetic change of *č* to *š* before *t*, as Le Coq mentioned in his translation of the text with a note of *iš taš (daš)* otherwise meaning *Gefährte* and *Genosse*<sup>170)</sup>, and as Radloff explained, "Bemerkenswerth ist die Orthographie iştin statt ičtin. Sie beweist, dass č+t=št gesprochen wurde."<sup>171)</sup> We can find another instance on the lines 16 and 17 at the back of the docu-

(166) USp. ss. 82-83.

(167) USp. s. 120.

(168) USp. ss. 12-14, MSOS. ss. 108-109.

(169) I have been informed by Prof. Niida that *taypaoşın* is a transliteration of 代保人 in Chinese documents of money loan in Yüan dynasty. I thank him earnestly. cf. 仁井田, 「中國法制史研究」 Niida, A Study of Chinese legal History. pp. 550-551.

(170) MSOS. s. 109.

(171) USp. s. 83.

ment T. M. 164 (u. 174), Manichaica III: “‘ištīn nom taštīn ‘il....’”<sup>172)</sup> If *ištīn taštīn* were originally *ičtin taštīn*, we can analyse them as *ič-tin taš-tin* and surely *ič* meant ‘interior, inside’ and *taš* ‘exterior, outside’. *-tin* and *-tīn* are, as known, 1) Ablativ endings (*-tīn, -tin; -dīn, -din*) and 2) Ortsbezeichnung endings that indicate place and direction (*-tīn, -tīn; -tun, -tūn; -dīn, -din; -dun, -dūn*)<sup>173)</sup>. In case of 2) Ortsbezeichnung, they are usually followed by nouns indicating direction, *sīnar, buluṇ* and *yīṇaq*. For instance, on the line 66 of the document T. II Y. 48, Uigurica II<sup>174)</sup> are, “ičtin sīnar nomuy saḡīnīy 0 0 taštīn sīnar ilig uluṣuy....” e.g. “in (or towards) the interior, Buddhism and doctrine(?), in (or towards) the exterior, state and land....”, and on the lines 30 and 31 at the back of the document T. III, M. 56-11, Uigurica III<sup>175)</sup> are, “ičtin sīnar [ča]krīg örtin yalanīn....” e.g. “in the interior, by a flame of čakra(?)....”<sup>176)</sup> Nevertheless *ištīn* (<*ičtin*) *taštīn* in question is not followed by the words *sīnar, buluṇ* and *yīṇaq*, so it probable that *-tin, -tīn* may be 1) Ablativ endings here. Radloff and Le Coq must have interpreted them as Ablativ endings, judging from their translations “wenn ich von innen und aussen sein werde”<sup>177)</sup> for *ištīn taštīn bolsar m(ā)n* of No. 47 and “von aussen (und) von innen”<sup>178)</sup> for *ištīn taštīn* of No. 12. But in case of 2) Ortsbezeichnung, *-tin, -tīn*.... were not always followed by *sīnar* etc. Many instances will prove that *-tin, -tīn*.... could independently indicate place and direction, as *taš-dīn* meant “draussen” in Türkische Turfantexte I<sup>179)</sup> and “*taš-tīn taḡ-ta ariḡ-ta ilinčü-kā bartī*” “out of doors went for amusement in a mountain, in a forest” in Altun Yaruq<sup>180)</sup>. So I will interpret *-tīn, -tin* in question as so-called Ortsbezeichnung endings and my translation for *ištīn* (<*ičtin*) *taštīn bolsar mān* is “if I be inside (or) outside”.

Next comes *örü qodī bol- örü* is a Konverbum of *ör-* ‘to go up, to ascend’<sup>181)</sup> and has an adverbial meaning ‘upwards’, and *qodī* is a Konverbum of *qod-* ‘to put, to take down’<sup>182)</sup> and adverbially ‘downwards.’ We have many instances of these. For example in the lines 7 and 8 at the back of the document T. II, S. 89, Uigurica III<sup>183)</sup>: “sansar [ič]intā yoq suz örü qodī yügürdün” e.g. “in Samsāra, without use, ascending and descending you ran”. *bol-* is a Hilfsverb in

(172) Le Coq, A. von, Türkische Manichaica aus Chotscho. III. Berlin, 1922. s. 42.

(173) AtG. ss. 88-89.

(174) Uigurica II, s. 80.

(175) Uigurica III, s. 30.

(176) Mreover, Manichaica III, ss. 9, 34, 40, 43 etc.

(177) USp. s. 83.

(178) MSOS. s. 108.

(179) AtG. s. 89.

(180) PDP. ss. 161, 173.

(181) AtG. s. 121.

(182) ibid.

(183) Uigurica III, s. 31.

this case. Prof. Gabain explained that *bol-* as well as *är-* is used with Konverb forms suffixed *-u, -ü; -a, -ä; -i, -i; -yu* etc. with an instance *ör-ü bol-maz* "man kann nicht aufheben".<sup>184)</sup> Thus *örü bol-* and *qodı bol-* will denote 'to ascend' and 'to descend' respectively, so it may be said that the phrase *örü qodı bol-* means "to be upwards (or) downwards."

As mentioned above, we have given word for word translations "be (or) be not", "be inside (or) outside" and "be upwards (or) downwards" to the three phrases *bar yoq bol-, iştin (<iştin) taştin bol-* and *örü qodı bol-* respectively. If so, the first half of expression of assurance in the document No. 47 may be, "Before (or in time of) repaying, if I be inside (or) outside", that of No. 67, "Before (or in time of) repaying, if I be upwards (or) downwards" and that of No. 12, "Before (or in time of) repaying *čao* in this document, if we Inč-Buqa and Yaruq be inside (or) outside, (or) be (or) be not."

Radloff, saying that the phrase in question in No. 47 has the same meaning 'to die' as *bar yoq bolsar* in other documents,<sup>185)</sup> as quoted, translated the clause as "Wenn ich bevor ich es zurückgegeben habe unkommen sollte"<sup>186)</sup>, and he gave a word for word translation to the phrase "wenn ich von innen und aussen sein werde."<sup>187)</sup> And he interpreted that of No. 67 as "Wenn ich vor der Bezahlung der Kokpu sterben solle (nach oben, nach unten gerathe)"<sup>188)</sup> and that of No. 12 as "Wenn wir vor der Bezahlung der in dieser Schrift erwähnten Tschaw sterben sollten."<sup>189)</sup> That is, he thought of all the three phrases *iştin taştin bol-, örü qodı bol-* and *iştin taştin bar yoq bol-* denoting 'to die' equally to *bar yoq bol-*. On the other, Le Coq's translation for the first half of expression of assurance in No. 12 is "Bis wir den in dieser Urkunde angegebenen *čao* hergegeben (bezahlt) haben werden, wenn wir, Inč Buqa (und) Yaruq, von aussen (und) von innen vorhanden (oder) nicht vorhanden sein sollten,"<sup>190)</sup> but the meaning is not distinct. Certainly we cannot understand well what these phrases mean only from verbal translations. Prof. Caferoğlu confessed that "linguistically the true meaning of the words is not so clear"<sup>191)</sup>, and still he said that "these words mean death of the obligor" and "these mean that the obligor dies before he discharges his liabilities", judging from the expression of assurance in which "a duty to discharge his liabilities is shifted on a third person whose name is mentioned there."<sup>192)</sup>

(184) AtG. s. 127.

(185) USp. s. 83.

(186) USp. s. 82.

(187) USp. s. 83.

(188) USp. s. 120.

(189) USp. s. 13.

(190) MSOS. s. 108.

(191) TM. s. 10.

(192) *ibid.*

Like this, *bar yoq bol-*, *yoq bar bol-*, *iştin taştin bol-*, *örü qodî bol-* and *iştin taştin bar yoq bol-* were given a word for word translation by Le Coq and interpreted in the meaning 'to die' by Radloff, Malov and Caferoğlu. But nobody could explain the reason why these phrases mean 'to die', which are verbally translated "to be (or) be not", "to be inside (or) outside", "to be upwards (or) downwards" and "to be inside (or) outside, (or) to be (or) be not". It is nothing but a result of analogy from the context, as Caferoğlu confessed, that they were given a meaning 'to die' by Radloff, Malov and Caferoğlu. Is this accepted common opinion right about expression of assurance in Uygur documents of loans?

Here we must remember the facts that Uygur documents of loans bear a remarkable resemblance to those of Chinese in form as well as in substance, that is, there existed apparently a very close relation between them and more positively that Uygur documents of loans are likely to have been made under great influences of those of Chinese. Above all, the very same contract conditions as those of Chinese have been observed in the items of term of a loan, renumerative and reparable interest in Uygur documents. If so, we shall be able to give a better interpretation to the phrases in question by comparison with the Chinese expression of assurance, which are *bar yeq bol-*, *yoq bar bol-*, *iştin taştin bol-*, *örü qodî bol-* and *iştin taştin bar yoq bol-* of which Caferoğlu said that "linguistically the true meaning cannot be understood."

Now I will change my observation from Uygur documents of loans to Chinese ones. In Chinese documents of loans the following passages can be seen after expression of renumerative or reparative interest or private attachment. For instance, in a money loan document dated the 3rd month in the sixteenth year of Ta-li 大曆 in T'ang dynasty (781 A. D.) which was discovered in Kumtura by the Ôtani Expeditionary Party of Japan:

如舉錢後,東西逃避,一仰保人等代還<sup>(193)</sup>

In a money loan document dated the 7th month in the seventh year of Chien-chung 建中 in T'ang dynasty (786 A. D.) discovered in Khotan by the Stein Party:

如東西不在,一仰同取保人代還<sup>(194)</sup>

As for those discovered in Tun-huang by the Pelliot Party, in a wheat loan document dated the 6th month in the year of tiger:

如身東西不在,一仰保人等代還<sup>(195)</sup>

In a wheat loan document dated the 7th month in the year of tiger:

(193) TS. pp. 250, 300. 「西域考古圖譜」下卷.

(194) TS. pp. 254, 300. Hoernle, Antiquities from Central Asia, JA. Soc. Beng., LXX, Part I.

(195) TS. pp. 293, 301. Collection Pelliot No. 2502.

(196) *ibid.*

如身不在有東西，一仰保□□□□<sup>(人)(等)(代)(還)</sup>196)

In a loan document drawn up when a person named Hsü Liu-t'ung 徐留通 borrowed silk in the 4th month in the year of monkey in the fifth calendar sign 戊申:

或留通身東西，仰兄留慶·弟<sup>(慶)</sup>召達等二人<sup>(上)</sup>面填還，更不許道說東西<sup>197)</sup>

In a land exchange document, not a loan document, dated a year of Ta-chung 大中 in T'ang dynasty:

如身東西不在，一仰口承人知當<sup>198)</sup>

These are expressions of assurance in the documents discovered in East Turkestan by the expeditionary parties. And in 借錢批式, a sample of money loan documents under the Yüan dynasty we can see:

如身東西，且保人甘伏代還无詞<sup>199)</sup>

The word *tung hsi* 東西 in these passages was given an explanation, quoted from 宋刑統, by Prof. Dr. Kaoru Nakata 中田薰 "this word was a colloquialism in the T'ang dynasty and has the same meaning as *t'ao pi* 逃避 'escape'.<sup>200)</sup>" Moreover Prof. Niida cited some instances in which 東西 was used in a meaning of 逃避 or *pu tsai* 不在 'absence' in 唐會要, 舊唐書 v. 137, 鄭雲遠傳 and 入唐求法巡禮行記, and said: "東西 means usually 'thing', but also it means in the words 東西南北人, 東奔西走 that any one is always apart from a definite place. We can find a similar expression 東逃西奔 in 水滸傳, and 東西逃避 in the documents in T'ang dynasty will be synonymous with 東逃西避<sup>201)</sup>". Besides we find a phrase 方南直北 in an employment document dated the 2nd month in the fourth year of Lung-tê 龍德 (924 A. D.) discovered in Tun-huang by the Stein Expeditionary Party, which Prof. Nakata interpreted as means 'to wander from place to place.<sup>202)</sup>' From these instances we have understood that it was familiar in Chinese documents of contract that the meaning 'to escape' or 'to wander' was expressed by means of the very juxtaposition of concepts opposite in direction such as 東西, 東西南北 and 方南直北. The very usage has also been found, as seen above, in the Chinese loan documents which seem to have been the original types of those of Uyghur in question and at least to have acquired great influence over them, in which juxtaposition of concepts opposite in direction denoted 'to escape' or 'to wander,' and a contract was closed under the condition that *pao jên* 保人 'surety' or *t'ung chü pao jên* 同取保人 or an obligor's brothers or *k'ou ch'êng jên* 口承人 shall be responsible to indemnify in case of

(197) TS. pp. 301, 217. Collection Pelliot No. 3472.

(198) TS. p. 195. Collection Pelliot No. 3394.

(199) TS. p. 261.

(200) 中田 薰「法制史論集，第三卷」東京，1943. p. 126.

(201) TS. pp. 301-302.

(202) TS. p. 444. Stein's Collection No. 1897.

default of obligations owing to the obligor's escaping or wandering.

Bringing our attention to the expressions of assurance in Uyghur documents of loans in question, of which Caferoğlu said that "linguistically the true meaning cannot be understood", you will find out the fact that the two opposite concepts like 'to be' vs. 'not to be', 'inside' vs. 'outside', and 'upwards' vs. 'downwards' are put side by side as in Chinese documents. Of these words, 'upwards' and 'downwards' deserve special notice. The words *örü* 'upwards' and *qodı* 'downwards' are derived from *ör-* 'to go up' and *qod-* 'to take down' respectively and originally indicate a vertical relation. The same may be said of many literatures in Uyghur language. But we know from a document of land-sale published by Malov<sup>(203)</sup> that *qodı* mentioned concerning *ögän* 'river' (it seems to have denoted 'canal' in some Uyghur documents of contract) meant 'to the downstream'. That is, it indicated not only a vertical position, but a horizontal. For the time being, though I have no instance of *ör-* and *örü* used in this meaning, it will be permitted to think of the same. Moreover, we can read on the lines 26-28 at the right column of the back of the document T. II D. 171, Manichaica I:<sup>(204)</sup>

ymä yoqaru qodı ilgärü kirü atı istilmiş ymä küsi sorulmiş..... As *yoqaru* means 'upwards', *qodı* 'downwards', *ilgärü* 'forwards' and *kirü* 'backwards', the following translation will be given: "and upwards, downwards, forwards and backwards, whose name was heard and whose reputation was asked...." In this case, too, 'upwards' and 'downwards' indicate not a vertical but a horizontal position, and will be worthy of note.

As investigated above, in Chinese documents of contract on the one hand, juxtaposition of two concepts opposite in direction denoted 'to escape' or 'to wander', which are 'east 東' vs. 'west 西', and 'north 北' vs. 'south 南', and likewise in Uyghur documents of loans in question on the other hand, two opposite concepts are juxtaposed, which are 'to be' vs. 'not to be', 'inside' vs. 'outside', and 'upwards' vs. 'downwards'. And the Uyghur words 'upwards' and 'downwards' often indicated not only a vertical but also a horizontal position, needless to say about 'inside' and 'outside'. Besides we cannot deny that these Uyghur documents were drawn up according to those of Chinese, or at least, under great influence of the latter. If so, it appears to me that the same may be said of the Uyghur words in question *bar yoq bol-*, *yoq bar bol-*, *iştin taştın bol-*, *örü qodı bol-* and *iştin taştın bar yoq bol-*, as the Chinese words 東西, 東西不在, 東西南北 and 方南直北 in Chinese documents of contract denoting 'to escape' or 'to wander', that is, 'to escape to another place from the present abode' or 'to wander from place to place'. Above all, when we compare the

(203) PDP. ss. 204-206, document No. 2, line 8.

(204) Manichaica I, s. 26.

expression of assurance in No. 12 with that of Chinese document of money loan dated the 7th month in the seventh year of Chien-chung 建中 discovered in Khotan by the Stein Expeditionary Party, both of which have been quoted above, we cannot help being surprised at a great similarity between the two.

They are,

bu bitig-däki čao-ni birginčä biz Inč-Buq-a Yaru-q (A) iştin taştin bar yoq bolsar biz (B) birlä alyuči toŋşu taypaoşin....köni birür biz.

"Before (or in time of) repaying *čao* in this document, if we Inč-Buqa and Yaruq (A) be inside (or) outside, (or) be (or) be not, (B) who take together (that is) 同取 (人?), 代保人....rightly we will repay."

and

(A') 如東西不在, (B') 一仰同取保人代還

The Uyghur words *toŋşu* and *taypaoşin* in (B) "who take together (that is) *toŋşu*, *taypaoşin*....rightly we will repay" above are both transliterated from Chinese 同取 and 代保人 respectively and "who take together" is nothing but a free translation of 同取, so the expression (B) above corresponds rightly to (B') 一仰同取保人代還 in the Chinese document of the seventh year of Chien-chung. If so, it appears to me that we can safely affirm without hesitation that the phrase (A) "be inside (or) outside, (or) be (or) be not" in No. 12 must correspond to (A') 如東西不在 e.g. "if (an obligor) escape or wander" in the Chinese document of the seventh year of Chien-chung.

For the reasons above, I think the phrases *bar yoq bol-*, *yoq bar bol-*, *iştin taştin bol-*, *örü qodü bol-* and *iştin taştin bar yoq bol-* in expression of assurance in Uyghur documents of loans do not mean "sterben, umkommen" or "ölmek" e.g. "to die" as advocated by Radloff, adopted by Malov and Caferoğlu and regarded as an established theory, but mean "to escape to another place from the present abode", "to wander from place to place" or "to be always apart from a definite place". In other words, when Uyghurs drew up their loan documents, they followed in general those of the Chinese, and consequently even when they expressed "to escape" or "to wander" in the items of assurance, adopting a Chinese way of expression in Chinese documents of contract, they juxtaposed two antonyms e.g. *bar* vs. *yoq*, *iştin* vs. *taştin* and *örü* vs. *qodü*. Although such a way of expression may be rather incomprehensible from the grammatical point of view of the Uyghur language itself, of which Caferoğlu confessed "linguistically these true meanings cannot be understood" and "meaning of the words is not so clear", such being the case it seems to me that Uyghur documents of loans were drawn up in imitation of the original types in Chinese documents of contract.

If my new theory like this is correct, many Uyghur documents of loans will be interpreted as for the items of assurance as follows:

Before repaying, if I escape, family of my younger brother Qasüq together,

rightly they shall repay. (No. 7)

Before repaying, if I escape, my wife Tüzük (Tözük?), rightly she shall repay. (No. 18)

Before repaying, if I escape, my younger brother....lacuna.... (No. 27)

Before repaying, if I escape, family of my younger brother Qara-Quš together, rightly shall repay. (No. 37)

Before repaying, if I escape, family of Nom-Qul together, rightly shall repay. (No. 1)

Before repaying, if I escape, family of my son Tämür-Buqa together, rightly shall repay. (No. 10)

Before repaying, if I escape, family of our younger brother(s?) Čisün (and?) Sängä together, rightly shall repay. (No. 34)

Before repaying, if I escape, my wife Tüzük (Tözük?) rightly shall repay. (No. 52)

Before repaying, if I escape, my younger brother Ozmis-Toyril rightly shall repay. (No. 113)

Before repaying, if I escape, my younger brother Tanıqtači (?) rightly shall repay. (No. 47)

Before repaying, if I escape, family of....lacuna....together, rightly shall repay. (No. 67)

Before repaying *čao* in this document, if we Inč-Buqa and Yaruq escape, who take together (that is) 同取 (人?), 代保人, both my (or) Inč-Buqa's younger brother Asan (and) my (or) Yaruq's son Qara-Toyma, *čao* in this document....rightly we will repay, (No. 12)

Avoiding complexity, I translated above as "before repaying" and "if I escape", but they can also mean "in time of repaying" and "if I wander from place to place apart from the present abode."

Thus the item of assurance in Uygur documents of loans did not indicate responsibility of reparation in case of the obligor's death, as Radloff, Malov and Caferoğlu supported to be an almost established theory ever since, but it defined, I am sure, the obligor's wife's, son's or brother's responsibility to be liable for the obligor's debts only in case of the obligor's escaping and wandering without repayment, and in other words, it provided their duty to restrain the obligor from escaping and wandering. This is nothing but what the historians of law call *Stillesitzbürgschaft*.<sup>205)</sup>

Now, there are three questions awaiting solution. First, in Chinese documents of loans, those who were responsible for reparation in case of the obligor's escaping and wandering without repayment were *pao jên* 保人, *k'ou ch'êng jên* 口承人 e.g. sureties in many cases, all of whom signed their names at the end of

(205) Nakata, op. cit., p. 126. TS. p. 299.



the texts. Although in a loan document of silk dated the 4th month in the year of monkey of the fifth calendar sign 戊申 discovered in Tun-huang by the Pelliot Expeditionary Party, those who were responsible for reparation in case of the obligor's escape were an elder brother Liu-ching 留慶 and a younger brother Ying-ta 盈達 of the obligor Hsü Liu-t'ung 徐留通, in this case, too, the two brothers signed their names at the end of the text. But on the contrary, in Uygur documents of loans, it was, as far as I know, the wife, the son, the younger brother or the family of the obligor that were responsible for reparation in case of the obligor's escaping and wandering, in other words, that were responsible for restraining the obligor from escaping and wandering, and moreover they did not sign their names at the end of the texts in many cases. How is it to be understood? That is, how is legal character of the obligor's family to be understood who were responsible for reparation in case of the obligor's escape or his not being in the present abode in Uygur documents of loans? We have no reliable evidence of this question, but *t'ung ch'ü jên* 同取人 in Chinese documents of loans seems to serve as a good reference to this question, who often appears with *ch'ü chien jên* 舉錢人 and *p'ien su jên* 便粟人. According to the study of Prof. Niida, 同取人 is "a person whom an obligee can ask for reparation in case when 舉錢人 and 便粟人 escape or do not discharge their liabilities, and he will be a joint obligor."<sup>206)</sup> Those who appear as 同取人 in Chinese documents of loans were an obligor's mother, wife, son, daughter, younger brother and elder sister, that is, 同取人 were an obligor's family.<sup>207)</sup> And in Uygur documents of loans, too, those responsible for reparation were an obligor's wife, son, younger brother and family. Thus, it appears to me that legal character of these family of an obligor in Uygur documents of loans was similar to that of 同取人 in Chinese documents of loans. Nevertheless it is questionable how to comprehend the fact that these family of obligor did not sign their names at the end of the texts in many Uygur documents of loans. I should like to wait for the instructions of my readers on this problem.

Taking this occasion to say, the obligor's wife was often one of those responsible for reparation in Uygur documents of loans, about which Prof. Caferoğlu remarked,

Hele kadınlara da vesikalarda mesuliyet ve mükellefiyet tahmil edilmesi

Uygur içtimaî hayatı tetkiki için çok kıymetli bir memba teşkil eyler.<sup>208)</sup>

But it was not only in Uygur but also in China as mentioned above that the women were responsible for vicarious repayment of the debts. Moreover it may be even said that such a statement of responsibility for reparation of an

(206) TS. p. 288.

(207) TS. pp. 230, 253, 365.

(208) TM. s. 11.

obligor's wife in Uygur documents of loans might have been affected by that of Chinese documents. So, if Caferoğlu regarded this phenomenon as proper and particular only in Uygur, it is never said to be reasonable. But on the other, it is certainly true that "this forms a very valuable material for the study of social life of Uygur" from the viewpoint of social reality of Uygur in which the wives were capable of being responsible, even though the statement of responsibility for reparation of a wife was owing to Chinese influence. In this sense I do not dare to deny his opinion.

The second question is how the case was treated within Uygur when an obligor was not capable of repayment. In this case in China, an obligee had a right to attach an obligor's property privately without any trial so long as he reported to the office concerned, and if the obligor had no property or his property attached was not enough for reparation, he could seize a male of the obligor's family or the obligor himself and let him pay off by instalments through his labour.<sup>209)</sup> In regard to this matter, that is, in case of an obligor's inability to repay, it is far from certain how the right of an obligee was protected in Uygur because of the lack of definite written records.

Lastly, the third question is the following. In China the original meaning of *Stillesitzbürgschaft* was gradually forgotten. It is said that the denotation changed from 1) reparation in case of an obligor's escape, to 2) reparation in case of inability to repay owing to an obligor's escape, and it was also applied to 3) the case of insolvency owing to an obligor's death, and at last to 4) the cases of insolvency without reference to the reasons that may be an obligor's escape or death or the others. This last is so called *Zahlungsbürgschaft*.<sup>210)</sup> But of these too, it is nothing but to say that circumstances in Uygur is utterly indistinct.

Thus we have some doubtful points in some questions, but any way taking a wide view of things, I believe it is beyond all doubts that guarantee system in Uygur documents of loans was that of so called *Stillesitzbürgschaft*. According to the studies of Prof. Nakata and Prof. Niida,<sup>211)</sup> guarantee systems like these were current in Babylonia, Greece, India, Japan, Annam etc., and I think Uygur may be included among them. It appears to me that this is an important conclusion on the history of comparative jurisprudence. But for the time being we have no materials to decide the question as to whether this system in Uygur appeared under the influence of China as it appeared in Japan and Annam or if it was of Uygur origin and only the form of the Uygur documents was modelled on Chinese one.

(209) TS. pp. 289-290, 316.

(210) TS. pp. 313, 325.

(211) Nakata, op. cit., pp. 125-126. Niida, A Study of Chinese Legal Law, pp. 563-567.

## VIII

(F) (E') Register of witnesses.

(G) (F') Signature or private seal of obligor.

In Chinese documents of contract, there are usually shown at the end of the texts the signature and *hua ya* 花押 or *hua chih* 畫指 of the lenders and borrowers, especially of the obligors, *pao jên* 保人, *k'ou ch'êng jên* 口承人 and of *chien jên* 見人, *chih chien jên* 知見人, and sometimes of *t'ung chü jên* 同取人. Of them, it is said that 保人 or 口承人, whose name was more commonly registered just after the name of an obligor, was the man who went security for presence and truth of a fact and for an act of a person, and 見人 or 知見人 was a witness and only a kind of attestor who authenticated a document. And it is also said that there appears only one 保人 or 口承人 in many Chinese documents of loans, but some were "the documents of joint liability" through which two or more 保人 or 口承人 were responsible for reparation.

Now, as for *tanuq* in Uygur documents of loans whose name is registered just after the text and which has been translated as 'a witness', will it correspond to 保人, 口承人 or 見人, 知見人 of Chinese?

The meaning of Uygur word *tanuq* may be said to be very close to that of Chinese 見人 or 知見人, because it is, needless to say, analysed into *tanu-q* and a Deverbales Nomen of the verb *tanu-* or *tanï-* 'to consult, to mark, to say, to order, to recognize, to know etc.', which denotes 'a marker, a recognizer, a consultant, an acquaintance, an attestor etc.' On the contrary, 保 of Chinese 保人 means, according to the study of Prof. Niida, 'protection, security and pawn',<sup>212)</sup> which is very different from the meaning of *tanu-* or *tanï-*. If so, it will be said that *tanuq* in Uygur documents of loans as well as in all the other Uygur documents of contract was just translated freely or word for word from Chinese 見人 or 知見人 in its meaning at least and had not the meaning of Chinese 保人 originally. Besides, the word *tanuq* is used together with *taypaošin* or *paošin* in No. 12, a kind of a contract of repaying arrears, so in this document at least *tanuq* is used, in its nature, as a word different from 代保人 or 保人 and perhaps as a word corresponding to 見人 or 知見人.

Next, how is the number of *tanuq*? Two names as *tanuq* are shown in No. 7 and No. 18 and then the same is true, as far as I know, in other loan documents with the exception of No. 113 which was written for exercise of a money loan document with five *tanuq*. So we shall make no mistake in saying that the number of *tanuq* was usually two in an Uygur loan contract. On the

(212) TS. pp. 296-297.

other, in China, the ordinary documents of loans, as mentioned above, had only one 保人 and it was only in so-called "documents of joint liability"<sup>213)</sup> through which more than two persons were responsible for reparation that two or more 保人 were registered. Thus it will be better to regard *tanuq* as 見人 or 知見人 than as 保人, in so far as all the Uygur documents of loans are not considered as "documents of joint liability."

Lastly how is the position of *tanuq* in the documents? In case of Chinese, 保人 was usually registered just after the obligor, for he was a person to go security for an act of the obligor. If *tanuq* of Uygur corresponded to 保人 and was a person to go security for an act of the obligor, *tanuq* would have to be registered just after the obligor. Nevertheless in fact, *tanuq* is shown before the signature or private seal of the obligor in Uygur documents of loans. This, too, will prove that *tanuq* was not equivalent to 保人 originally.

From these three points of view: 1) etymology of Uygur word *tanuq* and coexistence of *tanuq* with 保人 in a document, 2) number of *tanuq* and 3) position of *tanuq* in a document, I think *tanuq* in Uygur documents was not equivalent to Chinese 保人, but was nothing but a witness e.g. 見人 or 知見人 in Chinese documents who was a kind of attestor to authenticate a document.

This may be true, but upon reconsidering the matter, the word *paošin* which must have been surely transliterated from 保人, as far as I know, is used in only a document and *tanuq* in all the others. Though I am not sure about what *tanuq* was responsible for because of no definite statement in the texts, it appears to me that *tanuq* in Uygur documents of contract may have played the rôle of 保人, too, in spite of its original correspondence in meaning with 見人 or 知見人, in other words, I mean that all the *tanuq* in Uygur documents were not always nothing but the witnesses e.g. 見人 or 知見人, but some of them may have had the same legal character as 保人. By the way, some *tanuq* are the neighbouring owners of lands which is the object of sale in Uygur documents of sale contract,<sup>214)</sup> but the relation among *tanuq*, a lender and a borrower, is unknown in the documents of loans.

After *tanuq* registered, it was common that in case of a money loan document, the obligor registered his name with a private seal (*tamyä*) and in case of a loan document except of money, the obligor registered his name with a signature (*nišan*) e.g. 花押. In many cases, only an obligor wrote his name, but there are a single instance (No. 34)<sup>215)</sup> in which two obligors put joint signature and in this case liabilities of these joint obligors were formerly appointed in the text. And moreover, there is a question as to whether we can confine the

(213) TS. p. 310 ff.

(214) USp. ss. 204, 246, document No. 108.

(215) USp. ss. 51-52.

relation between *tamya* and *nišan* to a chronological one or not, but this also has been already mentioned.

## IX

(H) (G') Writer.

Item (H) of the document No. 7 says, "I Qavsīdu myself (*özüm*) wrote" and No. 10<sup>(216)</sup> says, "myself wrote," both of which show that it was written by the obligor himself. And in No. 34, a document of joint obligation, saying "I Kōrū, letting Sīsī tell, myself wrote", it is described that one of two joint obligors wrote the document in accordance with what the another told. Though some documents were written by the obligor himself as mentioned above, it seems that in many cases someone but obligor wrote not only the text but also the names of an obligor and other joint signers, who participated in it only with their private seals and written seals e.g. 花押. For instance, No. 18 says in the item (G'), "I Yiqīnč-Tutuṅ letting tell wrote," in No. 37<sup>(217)</sup> "I Misir-Sila letting tell wrote," in No. 47<sup>(218)</sup> "I Yamčur-Tutuṅ<sup>(219)</sup> letting tell wrote" and in No. 52<sup>(220)</sup> "I Yiqīnč-Tutuṅ letting tell wrote." In these instances it is not certain who dictated, but we have some other instances in which it is described that a third person wrote at the dictation of an obligor which are "I Turmiš, letting Miṅ-Tāmūr tell, wrote" in No. 12<sup>(221)</sup> and "I Turči, letting Qirirquš tell, wrote" in No. 29.<sup>(222)</sup> So the unknown dictators in No. 18, 37, 47 and 52 above may be the obligors.

## X

The above is my full inquiry into every item of Uyghur documents of loans:

First of all, from the view-point of the form, Chinese documents of loans are in general itemized in following order<sup>(223)</sup>: (1) date of loan, (2) lender and borrower, (3) reason of loan, (4) an object of loan, and its amount, (5) interest (renumerative and reparable), (6) term of loan, (7) expression of private attachment, (8) assurance, (9) description of drawing up a document as a future proof,

(216) USp. ss. 10-11.

(217) USp. ss. 54-55.

(218) USp. ss. 82-83.

(219) Radloff read this name *Yamcurtu*, and Malov corrected as *Yamču-Tutuṅ*. Malov's is taken here. (USp. s. 230).

(220) USp. s. 89.

(221) USp. ss. 1-2.

(222) USp. ss. 42-43.

(223) TS. p. 261.

and (10) signature (or registering names) or 畫指 of lender and borrower, 保人 (口承人) and 見人. We cannot help being surprised at their similarity as compared with the forms of Uygur documents of loans, that is to say, which follow the form of Chinese at all except for the two items 7) expression of private attachment and 8) description of drawing up a document as a future proof. It can be said in short that Chinese documents exerted a very deep influence on Uygur one in respect of the form first. According to the study of Prof. Niida, (7) expression of private attachment was lost to Chinese documents of loans in and after Yüan dynasty. If so, many of Uygur documents of loans may belong to Yüan dynasty, which have no (7) expression of private attachment while almost keeping the form of Chinese documents of loans. The same holds good of money loan documents as pointed out already. But we should not jump at a conclusion to the question such as to what period Uygur documents of loans belong, for it must be synthetically drawn on many other bases. Nevertheless the above-mentioned description will help to decide the date of Uygur documents.

With regard to the substance, too, Uygur documents of loans were seriously affected by those of China. I, considering from various points of view, have set up several new opinions. It has been specially presented as a new opinion never advocated that the stipulation in Uygur documents of loans about term of a loan, rate of remunerative interest and method of charge of reparable interest were the same as those of Chinese documents of loans—above all expression about reparable interest was as good as a literal translation of that of Chinese —, and that expression of assurance in Uygur documents of loans should be regarded as that of *Stillesitzbürgschaft*.

My method of inquiry taken in this article may invite a criticism, that is to say, my method which attached importance to comparison between Chinese and Uygur documents of loans may face a criticism that I have brought Uygur and Chinese documents into too closer relations. To answer such a criticism, an advanced investigation will have to be carried ahead on the legal documents not only of the Chinese but also of the countries in the neighbourhood of Uygur, and of course of Uygur itself. These are the future subjects of study. Nevertheless, it may be said that the way of understanding of Uygur civilization by Le Coq is not right, which is cited in this first chapter:

These peoples must, like their ancestors, be looked upon as a nation of entirely Western civilization.

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