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Evgenii Kychanov

**Tangut Documents from Khara-Khoto concerning
Loans of Grain
(Translated and edited by Kirill Solonin)¹**

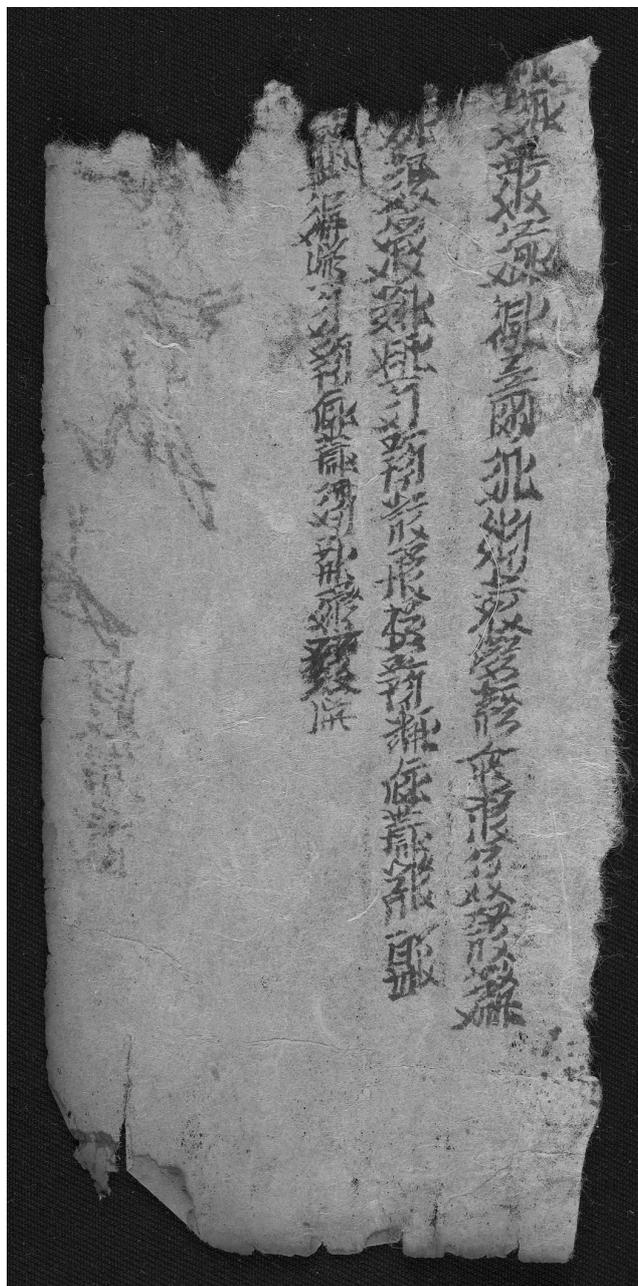
Abstract: Three documents presented in this paper are devoted to the borrowing of grain in the spring and its repayment in the summer. The interest rate of the loans was 50%; under the terms, if the loan was not returned in time the amount to be repaid doubled. The Tangut documents display a similarity to the loan regulations known from the Dunhuang area. Under Tibetan rule, the loans were interest free, but in the event of failure to repay the total amount of the loan doubled. The Chinese documents from Dunhuang indicate that the interest rate on grain loans was 50%.

Key words: Tangut economic documents, Khara-Khoto, Dunhuang, grain loans

Grain loans in the spring time, when peasant households experienced a shortage of food supplies or seed for sowing, and the return of the loans in the fall, when the harvest was collected, was a well-known practice not only in China, but in agricultural regions throughout the world. Documents in various languages concerning loans of grain have survived within the body of the documents and texts excavated from Dunhuang and Turfan. The Tangut documents from the Khara-Khoto area are a valuable resource for a comparative study of documents of this type and the legal practices implied in them from different parts of Western China. In some respects, the Tangut documents reveal particular features, which distinguish them from similar texts discovered elsewhere.

Below, I present three documents of this kind, recently identified within the Tangut Collection of the Institute of the Oriental Manuscripts, Russian Academy of Sciences. Apart from the reproduction of the actual document, the paper includes a transcription of each document in the Tangut script followed by a Chinese transcription and an English translation and several comments concerning the contents of the documents discussed.

¹ © Evgenii Ivanovich Kychanov, Institute of Oriental Manuscripts, Russian Academy of Sciences. Kirill Yurievich Solonin, Institute of Chinese Classics, Renmin University of China.



Pl. 1. № 7910

reads *rji*², while the second is *wji*¹, meaning “person”; I render it phonetically as a family name. The loan was provided by someone whose name was Phezhi. In this case, both phonetic rendering and translation are plausible: provided my reading of the unclear glyph is correct, the name translates as “Tibetan water”.

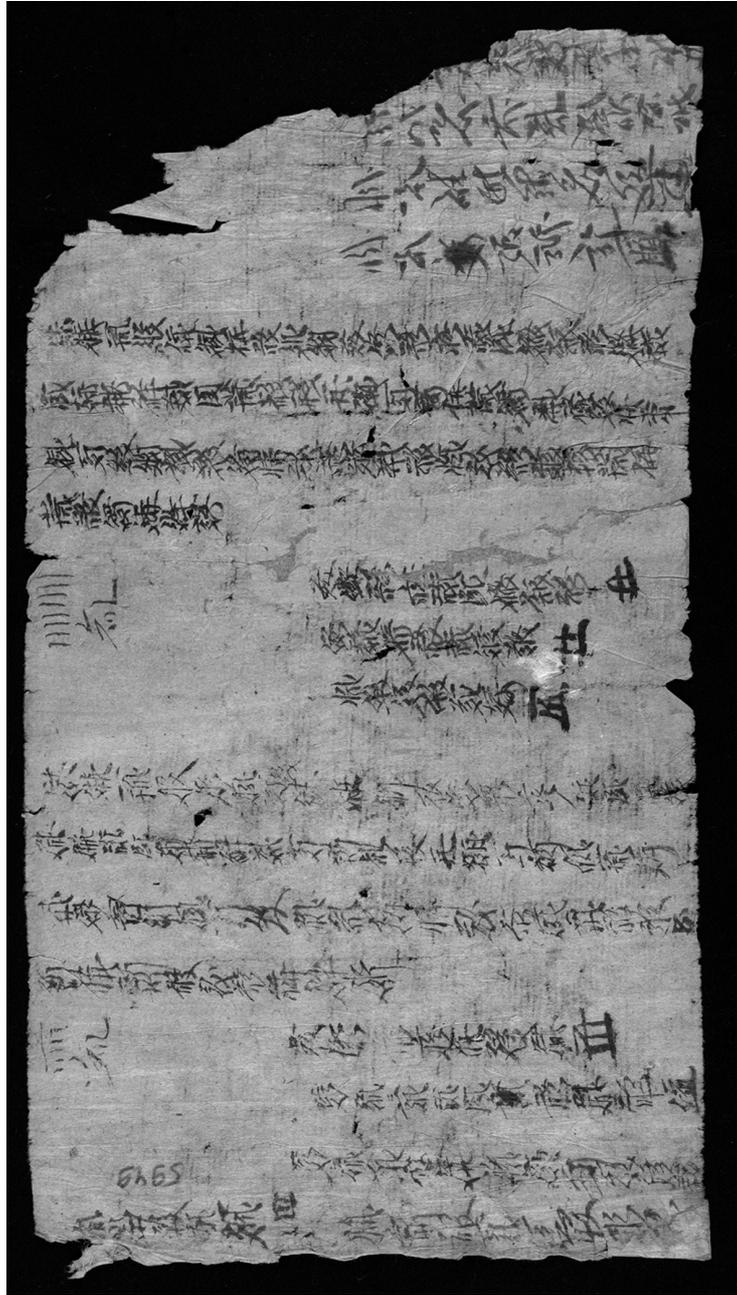
The repayment date is not stated in the text; normally the term was set for late summer or early fall, the harvest time. The loan is based on the “half” principle: the interest rate was established as the half of the amount borrowed, thus one *hu* becomes 1.5 *hu*. The document seems to be an unfinished copy of a contract, or else the deal was cancelled for some reason.

Document 5949 (Pl. 2)

This fragment contains two documents dealing with the borrowing of grain. Both are complete texts of the loan contracts; one document is written in standard script, while the other is cursive, but nonetheless legible. The text is written on the standard “official paper”, and appears to be a fragment of a longer scroll, which probably contained more documents. The two loans mentioned in the documents were made almost simultaneously by one person; one might infer that these are copies of the documents preserved in a register of loans, while each of the borrowers received his own separate copy.

The documents read from right to left, the first four lines are the names of a borrower, the person who drafted the contract (normally a relative), followed, on the third and the fourth lines, by the names of the witnesses. This part of the text belongs to another contract, which has not survived and is thus omitted from the present study. Lines 5–8 are the text of the first document, ending with eight horizontal strokes in the upper part of the document. These represent the amount of grain borrowed (8 *dou*) and a cursive character *dza*¹, meaning “various” (i.e., various sorts of grain). The final three lines are the names of the borrower and witnesses.

The following four lines belong to the next document. They are followed by another four lines giving the names of the borrowers and witnesses and one horizontal and five vertical strokes, which represent “one *hu* and five *dou*”, i.e., the actual amount borrowed plus the interest, whereas in the first document only the actual amount of grain borrowed is indicated. The reason for this is unclear.



Pl. 2. 5949

Tangut transcription, document 1

- (1) 𐞗𐞙𐞚𐞛𐞜𐞝𐞞𐞟𐞠𐞡𐞢𐞣𐞤𐞥𐞦𐞧𐞨𐞩𐞪𐞫𐞬𐞭𐞮𐞯𐞰𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿
 (2) 𐞟𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿
 (3) 𐞟𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿
 (4) 𐞟𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿
 (5) 𐞟𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿
 (6) 𐞟𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿
 (7) 𐞟𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿

Chinese transcription

- (1) (1) 光定蛇年五月二十九日, 文狀造者 *囉不味哂余, 今*囉
 (2) 不余嚙班處八斗雜糧取, 半變, 一斛二斗為. 齋日Pref來, 七
 (3) 月一Pref日, 麵數主集進為. 若日異不進時, 一斗
 (4) 二斗各為, 本心服.
 (5) 文狀造者*囉不味哂余
 (6) 狀相□子*囉么寶
 (7) 知人*為吃哂余

English translation

On the 29th day of the 5th month of the snake year of Guangding [reign period; 21.06.1221], the maker of [this] contract *Rabu Gawagu (Rar¹ bju¹ γa² wə² gju¹) now borrowed from *Rabu Gulupo (Rabu gju¹ lu² phiow¹) eight *dou* of various grains; interest (lit. “change”) is half [and] becomes one *hu* and two *dou*. When the fasting day arrives, on the first day of the seventh month, the grain should be collected and presented. If the term is missed (lit. “different day”) [and the loan] is not returned, then each *dou* becomes two *dou*. [This] corresponds with the original intentions of the borrower.

The maker of the contract *Rabu Gawagu

Associate in the preparation of the contract, □son *Rame Li (Rar¹ mə¹ Lji¹)

Witness Wezhi Wagu (wji¹ tshji²·wə² gju¹)

Tangut transcription, document 2

- (1) 𐞗𐞙𐞚𐞛𐞜𐞝𐞞𐞟𐞠𐞡𐞢𐞣𐞤𐞥𐞦𐞧𐞨𐞩𐞪𐞫𐞬𐞭𐞮𐞯𐞰𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿
 (2) 𐞟𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿
 (3) 𐞟𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿
 (4) 𐞟𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿𐞱𐞲𐞳𐞴𐞵𐞶𐞷𐞸𐞹𐞺𐞻𐞼𐞽𐞾𐞿

- (5) 菝 𪗇 𪗈 𪗉 𪗊 𪗋 𪗌
 (6) 𪗍 𪗎 𪗏 𪗐 𪗑 𪗒 𪗓 𪗔
 (7) 𪗕 𪗖 𪗗 𪗘 𪗙 𪗚 𪗛 𪗜 𪗝 𪗞 𪗟 𪗠 𪗡
 (8) 𪗢 𪗣 𪗤 𪗥

Chinese transcription

- (1) 光定蛇年六月一 (光定, scribal error) 日, 文狀造者*囉不葛吱
 (2) 帕, 今*囉不余嚙班處一斛雜麥取, 半變, 一斛五斗為。
 (3) 日期異 (scribal error, this character is not needed here, cf. previous document), 七 (日, scribal error) 一 日, 日期異 (scribal error, cf. above) 主集進為者,³ 日異時一
 (4) 利五斗進為. 本心服.
 (5) 文狀造者 葛吱帕
 (6) 狀Pref相 *囉不余吱□
 (7) 狀Pref相□妻*嵬名□□□
 (8) 知人□□□

English translation

On the first day of the sixth month of the snake year of Guangdong [reign period; 22.06.1221], *Rabu Gezhipa (kə¹zjir²paa¹) now borrowed from *Rabu Gulupo one *hu* of various grains; interest (lit. “change”) is half [and] becomes one *hu* and five *dou*. [The] term [for payment] is the first day of the seventh month; on this day the grain should be collected and presented. If the term is missed, the [loan should be returned with] interest of five *dou*. [This] corresponds with the original intentions of the borrower.

The maker of the contract *Rabu Gezhipa

Associate in the preparation of the contract *Rabu Yuzhi[ha]

Associate in the preparation of the contract □wife *Weiming [Dayaowei]

Witness *[Mingpu Heweixia]

Unlike the previous one, this document is written in a rather careless manner with a lot of scribal errors. The contract is concluded with one long horizontal stroke, which represents one *hu* and five smaller vertical strokes, i.e., “five *dou*”. The loan is for a short term, only one month, and the interest rate is 50%. The provisions of the contract might be interpreted in such a manner: for each day after the payment deadline, the interest will increase by

³ A tentative reading.

five *dou*. This interpretation is, however, rather unlikely, given that such conditions would have been clearly unacceptable to anyone. My interpretation of this provision is that, after the deadline, the total amount to be repaid doubled: that is one *hu* would become two *hu*.

The fragment which contains the above two documents is in all probability part of a bigger loan register that belonged to someone named *Rabu Gulupo, who provided grain loans in the spring/early summer season at an interest rate of 50%, with the amount due doubling if the deadline was missed.

If we compare the Tangut documents with similar fragments known from Dunhuang, we will discover that, in similar situations in Dunhuang, the interest rate for grain loans was also set at 50%. As Leonid Chuguevskii once wrote: “The majority of our documents indicate that the interest rate is 50%. ... However, we are also aware of three fragments where the interest is 30% instead of 50%”.⁴ One Chinese document reads as follows: “On the 9th day, Zhang Heji borrowed two *dan* of wheat, in the fall he will return 3 *dan*”; “Li Liang borrowed 4 *dan* of wheat, in the fall he will return 6 *dan*”.⁵ The Chinese contracts contain no clause stipulating that, after the deadline, the total amount to be repaid doubles. However, this clause does appear in Tibetan documents that date from the period of the Tibetan occupation of Dunhuang and adjacent areas in the 8th–9th centuries. Here is an example:

The beginning of the first summer month, year of the mouse, region of Tshe-stobs

At the beginning of the first summer month, year of the mouse, Sag Dge legs has borrowed three *khal* of wheat and barley... from Lha-skyes of Sning-tsoms county. It was decided that the loan should be returned in time and in full to the house of Lha-skyes no later than the middle of the first fall month of this year.

It was also decided that in the event of the debtor being unable to return the loan in full by this time and trying to escape so as not to pay, the total amount of the loan] doubles. Apart from the debtor’s house, the livestock and all valuables, tools, clothing and all [items of property] inside the house may be confiscated by a commission; against which the debtor has the right of appeal. It is also decided that if Dge legs is away from home, or has been mobilized for public works, the guarantor of the loan is responsible and will provide the payment as agreed.

⁴ *Kitaiskie dokumenty iz Dun'khua* 1983, 178–179.

⁵ *Ibid.*, 193.

Since the witnesses participate in this, their presence is confirmed either by their seals or fingerprints.⁶

One characteristic feature of the Tibetan documents is that loans of grain during the spring/summer period with payment due in the fall were interest-free; however, the principle of timely repayment was heavily enforced. If a loan was not repaid in time, the amount doubled and debtor was liable with all his property. In the absence of the debtor, the guarantor had similar liabilities. Alongside standard documents about interest-free loans, there is another document which mentions that eight Chinese families unable to pay the government grain tax borrowed the grain from a Tibetan official at an interest rate of 100%. If the loan was not returned in time, the combined total due (including the interest) doubled.

Tangut practices, at least in the Khara-Khoto area combined the Chinese and Tibetan principles: the interest rate was set at 50%, and if repayment was not made on time, the total amount doubled. The Tangut laws confirm this observation: in the event of failure to provide repayment in full, a debtor was liable with all his property, while he himself and his family would have to work for the creditor to settle their debt.

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⁶ TSUGUHITO 1995, 65–65; 199–201.
