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WHY BURY CONTRACTS IN TOMBS?

Valerie HANSEN

En confrontant des matériaux archéologiques, notamment de la tombe de Zuo Chongxi, un soldat prêteur sur gages, enterré en 673 dans le cimetière d'Astana à Turfan, avec une quinzaine de contrats datant de 660 à 670, et des cas similaires rapportés dans les sources écrites, comme la Collection de notes diverses (Yijianzhi) de Hong Mai au XI^e siècle, il est possible de définir deux sortes de contrats enterrés avec le défunt : 1) des documents concernant des litiges non résolus du monde des vivants; 2) des actes de propriété destinés à prouver dans l'au-delà l'achat du terrain de la tombe. Ces deux catégories reflètent la croyance profonde dans l'existence d'une bureaucratie de l'au-delà dans la continuité de celle du monde des vivants. Ainsi s'explique que le défunt ait eu besoin de s'entourer de documents juridiques de toute nature, et que la coutume d'enterrer des contrats dans les tombes ait perduré.

In 673 a low-ranking soldier and moneylender named Zuo Chongxi 左冲喜 died and was buried in the Astana graveyards of Turfan, then the farthest outpost of the Tang empire. When his tomb was excavated in 1964, fifteen contracts dating from 660 to 670 were found.¹ Most of the contracts from Turfan survive because they were cut up as paper shoes or boots for the dead, and historians have laboriously reconstructed them. Those in the Zuo tomb are different. For one, the contracts were buried intact. Rolled up together, they look as if they were deliberately placed there. Why would Moneylender Zuo, or his kin, have buried them in his tomb? And why did other people bury contracts in their tombs? This brief essay will suggest an answer on the basis of the documents in Moneylender Zuo's tomb and other materials I have consulted in writing a book on Chinese contracts.²

¹ The archeological report on this tomb (number 4 at Astana), like most of the four hundred other Astana tombs, has not yet been published. I have spoken with two scholars who have given me valuable information about the tomb. Professor Zhu Lei 朱磊, of the History Department at Wuhan University, transcribed the documents for this tomb and explained many of the textual variants appearing in them in August of 1991, when we first met. Professor Wu Zhen 吴震, who participated in the original excavations in 1964, gave me a tour of the exhibition hall at Xinjiang Provincial Museum in Urumqi on August 15, 1994, when he described the original appearance of the tomb and the position of the documents found in it.

² *Negotiating Daily Life in Traditional China: How Ordinary People Used Contracts*, 600-1400 (New Haven: Yale University Press, 1995).

In addition to the fifteen contracts, Moneylender Zuo's tomb contains an epitaph, which gives a few important details about his life, including his rank of Martial Guard (*rongwei* 戎衛) and his age at the time of death, fifty-seven.³ Like many of the graves at Astana, Moneylender Zuo's included an inventory that lists the goods to accompany him after death: six female slaves (whose names are given), thirty pecks of silver, fifty thousand piculs of grain, and ten thousand pieces of white silk. It is impossible to know how this list relates to the material contents of the tomb, which have not yet been published. Small models of cloth and lead meant to represent bolts of cloth and money mentioned in inventories have been found in other Astana tombs, and that may have been the case with this tomb as well. The inventory also states that the late section-head (*caozhu* 曹主) built a statue of the Buddha and two bodhisattvas, that he sponsored readings of *The Yulanpen Sutra*, and that he donated silver to five hundred monks. The inventory closes with the following injunction: "No outsider⁴ should take any of these. This is given to Master Zuo Chongxi to hold."⁵ Indeed it was. Rolled up, it was then placed in the fold of his robe on his chest.⁶

Like this list, fifteen contracts were given to Moneylender Zuo for his use in the afterlife. They included contracts for the purchase of a fifteen-year-old slave in 661 and of ninety bundles of hay in 668. Five contracts record the rental of fields to Moneylender Zuo. Eight contracts record loans of money or silk cloth, an alternate currency: ten silver coins in 660, thirty bolts of silk in 661, three bolts of silk in 665, forty-eight silver coins in 665, ten silver coins in 666, twenty silver coins in 668, forty silver coins in 670, and finally ten silver coins in 670.⁷

Two of the loans were to the same individual, a farmer named Zhang Shanxi 張善喜. In 668 Zuo and Zhang drew up a contract specifying that Zuo lent Zhang twenty silver coins at a monthly interest of two coins, or ten percent, the prevailing rate at Astana. The contract is dated the third month, just at the time of the first planting, when many cultivators needed to borrow money to buy seeds. In 670, Zuo

³ Zhang Yincui 張彥才, "Tulufan Asitana Zuo Chongxi mu chutu de jijian Tangdai wenshu" 吐魯番阿斯塔那在禮墓出土的几件唐代文書 (Several Tang-dynasty documents excavated from the tomb of Zuo Chongxi in Astana, Turfan), *Wenwu* (1973) 10:73-80.

⁴ Reading *kai* 鎧 (armor) as *wai* 外 (outside) (Zhu Lei, personal communication, August 1991).

⁵ All the documents found in the tomb have been transcribed in Guojia wenwu ju wenxian yanjiushi 國家文物局古文獻研究室, *Tulufan chutu wenshu* 吐魯番出土文書 (Excavated documents from Turfan). (Beijing: Wenwu chubanshe, 1985) volume 6: 401-42. The inventory appears on 6: 402-03.

⁶ Wu Zhen, personal communication, August, 1994.

⁷ The contracts have been transcribed and annotated in Yamamoto Tatsurō and Ikeda On (eds.), *Tun-huang and Turfan Documents Concerning Social and Economic History. Volume III: Contracts. A. Introduction & Texts* (Tōkyō: Tōyō Bunko, 1987), contracts # 25, 28, 68, 69, 73, 74, 75, 76, 77, 78, 79, 152, 158, 159, 161.

lent Zhang another forty coins, again with a monthly interest of ten percent. These two contracts suggest Zhang's debt to Moneylender Zuo was increasing, and this impression is strengthened by a third contract, this time for the rental of Farmer Zhang's vegetable field to Moneylender Zuo, who agreed to pay rent twice a year for three years. In the fourth year, Zuo was to make a cash payment of thirty silver coins. Although Moneylender Zuo was renting land, he is the stronger party. We can only conclude that the rental agreement, drawn up only one month before the second loan of forty coins, is part of a web Moneylender Zuo is spinning around Zhang.

On the face of it, Moneylender Zuo has no reason to rent land from Farmer Zhang when he has more than enough money to buy his land outright. But the provisions of the equal field system, in effect at Turfan after the 640 Tang conquest, banned the private sale of land. In another document in the tomb, Moneylender Zuo petitions the county magistrate to grant him a grape orchard owned by someone else. This petition suggests Moneylender Zuo rented a field from his debtor Farmer Zhang because he hoped to establish occupancy on the vegetable field in the hope of ultimately taking it over. The other rental contracts must also have been drawn up for the same reason.

Still, why would Moneylender Zuo place these contracts recording this-worldly dealings in his tomb? One document in the tomb, a letter addressed to the dead Moneylender Zuo, gives a valuable clue:

On the eleventh day of the twelfth month of the Qianfeng 乾封 reign (667), the household of Zuo Chongxi lost five hundred silver coins. It was said that Fen She 僕舍 stole the money.

The said Fen She did not receive the money of his older brother [Zuo Chongxi]. The older brother called for the careful examination and search—inside and out—of all the members of the section-head's household, young and old, the slaves, those of that type, and any outsiders to find the person who had taken the money.

He then ordered Fen She to come forward. The said Fen She realized he would receive the punishment of a beating from his older brother. But he did not obey.

When he heard his older brother had ordered a full investigation, Fen She's heart became calm. Given that Fen She had not taken the money, and that the members of the section-head's household, his slaves—young and old, male and female—and outsiders had all been freed, which Fen She saw with his own eyes, he knew the dead man would realize who had taken the money; once he had met his soul on the twenty-ninth day of the fourth month of the fourth year of the Xianheng 咸亨 reign (673) and seen those who had been freed. If any, young or old, must die, Fen She will be notified.⁸

⁸ *Tulufan chutu wenshu* 6:441-42.

Because this is a difficult document, filled with colloquialisms and popular variants, my translation is tentative (as is the romanization of Fen's last name). The convoluted grammar, and the author's stiff references to himself in the third person, suggest Fen She was trying to use formal language he had not fully mastered. This letter was folded and then a further message was written on the outside. Since the document was unfolded without keeping a record of the original shape, the characters written on the outside are no longer in the correct order. It is difficult to make sense of them, but the thrust is that this is a letter from Fen She to Zuo Chongxi and no one else should read it.⁹

This letter is addressed to Zuo Chongxi after his death. In it, Fen She gives his version of what happened after the money was stolen from the Zuo household. Because he was singled out as the primary suspect, he fled rather than receive a beating from Zuo, but he asserts he remains confident of his innocence. Not completely confident, for he still feels the need to write this letter, and we have no way of knowing that he was in fact innocent of the charges. He says he thinks justice will be done after Section-head Zuo dies and understands the truth. But in what setting will justice be done? Fen She does not say.

A different type of contract also from Astana, but intended for use after death, sheds some light on this issue. In 769 a General of Mobile Cavalry (*youji jiangjun* 游擊將軍), Zhang Wujia 張元價, was buried with the following contract:

On the twentieth day of the twelfth month of the fourth year of the Dali 大曆 year (769), Lord Zhang Wujia of Nanyang, Tianshan county, Xizhou, built a grave by the wall. He prognosticated to find a suitable year and day, and an auspicious plot, and found that it was appropriate to place his grave at the plain on the northwestern corner of the border of Qianting county.

We cautiously use different offerings of five colors to buy one sixth-acre (*mu* 畝) of land. To the east is the green dragon's land, to the west the white tiger's, to the south the vermilion sparrow's, and to the north the dark warrior's. The four sectors are patrolled by the imperial guard.

The deputy of the grave mound and the earl of the tomb sealed it off by pacing the borders and the thoroughfares; the generals made orderly the paths through the fields so that for one thousand autumns and ten thousand years no spirit will return from the dead. If any dare to contravene, then the generals and neighborhood heads are ordered to tie them up and hand them to the earl of the rivers.

We have prepared meat, wine, preserved fruits, and a hundred types of sacrificial food. All these things constitute a contract of our sincerity. After the deceased is peacefully buried, this will forever guarantee eternal good fortune.

⁹ Zhu Lei, personal communication, August, 1991.

The witness represents the years and months.

The guarantor is the direct emissary of this day.

Bad ethers and heterodox spirits are not allowed to trespass. Those formerly living in the residence of the deceased must forever stay 10,000 third-miles (*li* 里) away. If any violate this contract, the main clerks of the subterranean government will be personally responsible for punishing them. The master of the tomb, and all his own kin and in-laws, will enjoy peace and good fortune. Hastily, hastily, in accordance with the statutes and edicts.¹⁰

This contract records the purchase of a grave plot for a specified price without giving the seller's name, an omission that also occurs in real-world contracts. It then goes on to warn the spirits of the dead about the consequences of trespassing on the plot. Like the Han-dynasty land contracts and celestial ordinances studied by Anna Seidel, it assumes the existence of a written code for spirits.¹¹

Forty-three other contracts like General Zhang's have been found all over China, spanning the eighth to the eighteenth centuries. They are all variants of a model contract given in a grave-siting manual, *The New Book of Earth Patterns* (*Dili xinshu* 地理新書), a manual first issued in 1071, and reprinted in 1192. Because the Song preface explains that the book was based on earlier manuals, we can assume General Zhang's burial contract of 769 was copied from an earlier now-lost manual.

Earth Patterns instructs its users to bury two copies of the contract in the ground. One is to go in a temporary structure on top of the grave; the other is to go in front of the coffin. While the dead receive cotton shoes, copper coins, paper and brush, and a stone for grinding ink, various offerings, including paper money and paper models of silk are to be offered to the gods. Of course, the use of such paper models continues today among ethnic Chinese all over the world.¹² Once the ceremony is completed, the ritual officials remove the two contracts from the altar and the grave and read aloud the text of the tomb contract. They then place the two contracts side-by-side and write the characters for contract (*hetong* 合同) on them,

¹⁰ *Tuifujian chutu wenshu* 10:6-7.

¹¹ Anna Seidel, "Traces of Han Religion in Funeral Texts Found in Tombs," in *Dōkyō to shūkyō bunka* 道教と宗敎文化 (Daoism and Religious Culture), ed. Akituki Kan'ei 秋月觀英 (Tōkyō: Hirakawa shuppansha, 1987), pp. 21-57.

¹² A recent article in *The Economist* (December 18, 1993, p. 32) lists the goods made of paper or paper maché available in Taipei: a house, servants, cars, refrigerators, televisions, vacuum cleaners, and cellular telephones. These are the modern equivalents of the goods Moneylender Zuo listed in his inventory. Juang Jang-rung of the Civil Affairs Department of the Taipei City Council comments: "The fires are a hazard, and because they burn so much paper, they are causing air pollution, and wasting a precious natural resource." He proposes (in jest?) that spirit money be printed in larger denominations and that the Bank of Hell issue credit cards, without spending limits or expiration dates, for use in the netherworld!

so that when the two contracts are joined, the characters meet. Finally, the gods' copy is buried under the earth near the temporary structure, while the other copy is returned to the grave of the deceased.¹³ The contract signing is modeled on that between two people, but this is between a dead person and the gods from whom he buys his funeral plot.

An 1199 version of the *Earth Patterns* contract from Fenyi 分宜, Jiangxi, specifies that one copy is to go Lord Lao the Most High (Taishang laojun 太上老君), while the other is given to "the dead woman herself in the netherworld to keep as proof." It then explains what will happen in the case of a dispute: "If anything of this type [violations of the contract] occurs, the great deity who erects the tomb (Likuang dashen 立曠大神) should take the dead souls into custody and bring them to the court of Haoli [a precinct near Mount Tai] where Lord Lao the Most High will behead them."¹⁴

This contract is designed to protect the claims of the dead to their graves by giving them title they can show in the courts of the underworld. It charges the deity of the tomb with enforcing the contract, while a 1454 version of the contract places that responsibility on the dead couple. It is from the tomb of Zhou Kuan 周寬 (1361-1441), a member of the ceremonial guard attached to the princely establishment of the seventh son of Emperor Ren 仁 of the Ming (r. 1425). He was interred together with his wife, in Poyang 鄱陽, Jiangxi:

If anything like this should happen, it is up to both Zhou Kuan and Lady Tian III, the Mysterious Pure Lady of Suitability [an honorific title granted to wives of rank 5 officials] to take this land contract carved on a tablet immediately to the Gate of Three Heavens to ask for a judgment, to be carried out according to the heavenly code of Nüqing.¹⁵

The dead man and his wife are to report any violations of the contract to the netherworld judges, who will carry out the Heavenly Law of Nüqing. As Anna Seidel has pointed out, "One of the earliest codes in the Taoist Canon is precisely a

¹³ *Dili xinxu* 14:12a-13a. The Beijing Library, Beijing University, and the Taibei Zhongyang Library all hold copies of the 1192 edition of *Dili xinxu* 地理新書. The Taibei copy, entitled *Tujie jiaozheng dili xinxu* (圖解校正地理新書), is available in a 1985 reprint from Jiwen shuju, Taibei.

¹⁴ Chen Baiquan 陳柏泉, *Jiangxi chutu muzhi xuanbian* 江西出土墓志選編 (A selection of funerary texts excavated in Jiangxi) (Nanchang: Jiangxi jiaoyu chubanshe, 1991) pp. 564-65. This valuable book reprints the texts of more than forty tomb contracts and gives biographical information about the deceased, when known. Many of these contracts have been translated into German by Ina Asim, *Religiöse Landverträge aus der Song-Zeit* (Heidelberg: Edition Forum, 1993).

¹⁵ Chen Baiquan, *Jiangxi chutu muzhi*, pp. 585-87.

Statute of the Dead Souls of Nüqing 女青鬼律.¹⁶ The text she refers to dates to sometime before 485, and, in later periods, the term continued to be used more generally to refer to the law governing the conduct of the spirits.

These two variations on the *Earth Patterns* contract, both from Jiangxi, reveal why the dead were given a copy of the contract. Should anyone challenge their title to their grave plots, they had to be able to bring a copy of their contract to court with them. Lord Lao the Most High received a copy because the netherworld authorities, like their this-worldly counterparts, needed a duplicate copy of each contract for their files.

By placing a tomb contract in the grave, the living ensured that the contract could travel with the deceased to the world of the dead, and, if need be, to the courtrooms there. Of no use in this world, tomb contracts were intended for exclusive use in the underworld. Yet, sometimes the dead sought to bring this-worldly documents with them to the netherworld courts. One example occurs in a twelfth-century tale in Hong Mai's 洪邁 collection of miscellaneous notes, *The Record of the Listener* (*Yijianzhi* 夷堅志). A low-ranking official, a registrar (*zhubu* 主簿), and a wealthy man go into business together leasing a wine concession from the government. The rich man, a Mr. Lin 林, borrows two thousand strings of money but does not return it, so after many years, Registrar Xia 夏 sues him for the return of the money. Mr. Lin then bribes court officials, pays his underlings to lie, and trumps up charges with the result that the registrar is wrongfully thrown into jail for failure to pay his debts.

When an impoverished scholar offers to testify on Registrar Xia's behalf, Mr. Lin's henchmen try to bribe him. Outraged, the scholar cries, "This twisting of the straight and distortion of the truth is definitely not going to be resolved in this world. If there is no court in the netherworld, then let the matter rest. If there is such a court, it must have a place where wrongs can be righted." With this he takes his leave.

In the meantime Registrar Xia falls very ill. He is released from jail so that he can die at home. As he lies on his death-bed, he advises his sons: "I die a wronged man. Place in my coffin all the previous leases for the wine concessions and contracts specifying each person's share so that I can vigorously sue in the underworld." He asks his children to bury all relevant documents because he is convinced that he will be able to bring documents placed in his coffin with him to the netherworld courts, where he plans to sue Mr. Lin. The impoverished scholar visits the underworld, where he testifies about the minions' attempt to bribe him, and the story closes with his return to the world of the living.¹⁷

¹⁶ Seidel, "Traces of Han Religion," p. 41.

¹⁷ Hong Mai, *Yijianzhi* (*The Record of the Listener*) (Beijing: Zhonghua shuju, 1981) 9-5:1086-88.

Registrar Xia believed that he could bring the documents placed in his tomb before the underworld courts. This same belief underlay the placement of tomb contracts in graves, and it underlay the burial of documents in Moneylender Zuo's Astana tomb. Although he does not explicitly say so, Fen She, the man who denied the theft of the five hundred coins, was writing an affidavit for some kind of court. He is appealing to a higher justice --the justice of the netherworld---that will find the true culprit.

Moneylender Zuo buried fifteen contracts in his tomb for the same reason. Because they were germane to disputes that were still not resolved at the time of his death, he needed to bring them to the underworld. Unable to collect on the loan contracts during his lifetime, he hoped to make good on them in the next world. The contracts to rent land were part of a strategy to maximize his holdings, a strategy he planned to pursue even after his death. The two contracts for the purchase of hay and a slave are more difficult to explain, but perhaps he never gained ownership, or perhaps problems arose after he received the goods.

People buried two types of contracts in tombs. Some, like Moneylender Zuo's and Registrar Xia's, were left over from unresolved disputes from the world of the living. Others, like General Zhang Wujia's and those from Jiangxi, were specifically intended for use after death. The certainty of the dead that they would end up in court, and their confidence that those courts would accept the same type of documents as used in the world of the living, prompted the burial of contracts in tombs.

“Why Bury Contracts in Tombs?” *Cahiers d'Extrême-Asie* 8 (1995):59-66. Author's translation of this essay appears as “Weishenmo jiang qiye mai zai fenmu li” in the conference proceedings from the Fourth International Tang History Conference *Tangdai de lishi yu shehui* (Society and history of the Tang dynasty) edited by Zhu Lei. Wuhan: Wuhan daxue chubanshe, 1997.

为什么将契约埋在坟墓里

韩森 (Valerie Hansen)

公元673年，一位叫作左憧熹的高利贷者死了，他被埋葬在阿斯塔那墓地。1964年，左憧熹的坟墓被发掘时，十五件契约随之而出。^①契约时间最早是660年，最晚是670年。一般来说，从阿斯塔那出土的契约，多是由于剪成死人用的纸鞋子以后，作为随葬品进入坟墓的，但是，左憧熹的契约却不是如此，而是完整地卷在一起，好像是故意放在墓里。左憧熹，或者他的亲人，为什么要将契约埋在坟墓里？其他的人是否也想把契约埋在坟墓里面？本文将引我最近五年研究契约时所收集的资料回答这些问题。^②

除了这些契约之外，左憧熹的坟墓还有一件墓志铭。^③据墓志铭，他死时，是57岁的成卫，跟阿斯塔那其他坟墓一样，左憧熹的坟墓里也有一件衣物疏，^④衣物疏说：“左郎随身去口，将白银钱叁斗，白练壹万段，清裸，口麦、粟、芹等伍万石。”有六位奴婢陪葬。阿斯塔那四号墓的报告还没发表以前，我们无法知道这个单子跟墓里的东西有什么关系。有衣物疏的阿斯塔那其他坟墓，也藏有小的纸或者布作的模仿钱和布的样子模型，说不定，左憧熹的坟墓里也有这一类的东西，衣物疏继续说：

咸亨四年四月廿九日付曹主左□校收取钱时及练，伍谷，麦，粟等斗斛收领取用，铠有於人，不得拽取。付主左憧熹

收领。

最后一句是正确的：死者确实是掌握着这个单子。据吴震先生告诉我，这件衣物疏被卷起来以后，放在左憧熹的衣服里面。

衣物疏明明是冥界用的文书，那十五件契约是否也是这样？它们也是卷起来，也是故意放在他的坟墓里。它们包括661年买十五岁的奴隶的契约和668年买九十包草的契约。五件契约载左憧熹租地的事，八件载左憧熹借钱、借布给别人。他在660年借出十文银钱，此外，分别于661年借出三十匹练，665年借出三匹练，665年借出四十八文银钱，666年借出十文银钱，668年借出二十文银钱，670年借出四十文银钱，670年又借出十文银钱。^⑤

有三件契约涉及到左憧熹和一个叫作张善熹的农民之间的契约关系：668年左憧熹借给张善熹二十文银钱，张善熹答应左憧熹说他每月要付二文利息，等于每月有百分之十的利息，相当于当时吐鲁番的利率。这个契约是三月签署的，刚好是青黄不接的时候。两年之后的契约载左憧熹租张善熹的田，左憧熹付田租，每年两次。契约中规定，第四年左憧熹要付三十文银钱。这个契约签好了一个月以后，张善熹又借了四十文钱。因此，我们可以推想左憧熹以租田的名义来多次纠缠张善熹。从这三个契约，我们得到这样的印象：张善熹欠左憧熹的债越来越多。

看来左憧熹钱很多，他为什么要租张善熹的地？他很容易买到张善熹的任何东西，但是，均田法不许人买地。左憧熹的坟墓里另外有一个很有意思的文件，668年左憧熹申请给他另外一个人的葡萄园^⑥。左憧熹租张善熹的地，是因为他想通过这种方式来扩大自己的产业。

我们还不知道，左憧熹的契约在冥界有什么用处。坟墓里的另外一件给左憧熹的信，对我们有所启发：^⑦

乾封二年腊月十一日，左憧熹家内失银钱伍佰文，道湊

舍盗钱，其湊舍不得兄子钱，家里大小曹主及奴是等及锐（外）相有人盗钱者，兄子好验校分明索取，里锐有人取者，放令湊舍知见。其湊舍好兄子边受之枉罪，湊舍未服，语兄分明验校。湊舍心下得清净意，故若湊舍不取之钱，家里曹主及大小奴婢及锐人放，湊舍眼见，即于死者咸亨四年四月廿九日神遇已后，见多放仕，即须知钱之住，要须大小得死，湊舍即知。

因为湊舍的文笔很不自然，这封信不容易懂。湊舍是否在用他自己不完全懂的语言来写他的稿子，信写好了之后，它被叠起来。然后，外面还写几句话，可是因为没有注意它原来的样子，我们无法知道它说什么。大意是说这封信是湊舍写给左懂熏的信，别人不得看。

这封信载湊舍写他对偷钱的事件的了解。因为左懂熏怀疑湊舍偷他的钱，湊舍只好离开左懂熏的家。不过他还坚持他无罪，他心里虽然说他相信左懂熏在冥界会找到罪人，但是，他还写了一封信说他无罪。假如他真的相信冥界的正义，他何必还要写这封信呢？他说左懂熏（曹主）会找到罪人，但是他不说他在什么情形下，或者在哪一种法庭，能够找到。

另外，一种从阿斯塔那出土的契约与这个问题相关，这个契约是死后用的。769年游击将军张无价死时，他的坟墓有这么一个契约：^⑤

维大历四年岁次己酉，十二月乙未朔，廿日甲寅，西州天山县南阳张府君张无价俱城安宅兆，以今年岁月隐便，今龟筮协从，相地袭吉，宜於州城前庭县西北角之原，安厝宅兆。谨用五彩杂信，买地一亩：东至青龙，西至白虎，南至朱雀，北至玄武。内方勾陈，分掌四域。丘丞墓伯，封步累殃。若辄干犯河禁者，将累殃。道路将军，整齐阡陌。千秋万岁，永无咎殃。若辄干

犯河禁者，将军庭帐收付河伯。今已牲牢酒饭，百味香新，共为信契。安厝已后，永保休吉。

知见人：岁月主者。

保人：今日直符。

故气邪精，不得干扰；先来居，永避万里。若违此约，地府玄里自当祸，主人内外安吉。急急如律令。

这个契约记买地者，见人和保人的名字，四至和坟墓的地价（五彩杂信）而说不说卖主的名字，很多阳间的地契也是这样的。最后一段警告其他死者与生者不得侵扰其坟墓。契约背面还写着四个仅有半边的字：一人之字，他们为什么还要写字在契约背面？

为了回答这个问题，我们应该来看四十三件跟张无价的契约类似的契约。张无价的是最早的。它们都在一定程度上与宋朝（1071年）的阴阳书——《地理新书》所载契约类似。因为宋代该书的序文说本书引用前时代的书，所以，可以推想张无价的买地券也是从阴阳书上抄写的。《地理新书》载的买地券跟张无价的稍微不同：^⑥

某年月日，具官封姓名，以某年月日歿故，龟筮协从，相地袭吉，宜於某州，某县，某乡，某原，某原，安厝宅兆。谨用钱九万九千九百九十九贯文，兼五彩信币，买地一段，东西若干步，南北若干步，东至青龙，西至白虎，南至朱雀，北至玄武。内方勾陈，分掌四域。丘丞墓伯，封步累殃。道路将军，整齐阡陌。千秋万岁，永无咎殃。若辄干犯河禁者，将军亭长收付河伯。合以牲牢酒饭，百味香新，共为信契。财地交相，分付工匠修营，安厝已后，永保休吉。

知见人：岁月主。

保人：今日直符。

故气邪精，不得忏悔；先有居者，永避万里。若违此约，地府主吏自当其祸，主人内外存亡，悉皆安吉。急急如五帝使者女青律令。

张无价的契约虽然和《地理新书》所载的契约大同小异。但是，小异之处值得看一下：唐代的地价是五彩杂信，而宋代的地价是五彩信币加九万九千九百九十九贯文钱，这个数字指的是冥钱而不是真正的钱，之所以选择这样一个数字，主要表示墓主人的富有。九舍两个意思：1. 九和久是同音。因此，这笔钱是永久的。2. 三乘以三也是九，因为三是很阳的数字，九也是。很多买地券都载这么一个价钱。这个变化反映中国经济的货币化的现象。《地理新书》载的契约也增加了土地的具体面积（“东西若干步，南北若干步”）。宋元两代人世间的契约比早代的地契详细得多，都用很具体的说法确定四至。

张无价契约的最后一句说“急急如律令”，如阿拿赛德尔(Anna Seidel)曾经解释过，这句话跟汉朝的文献一样，它的意思是说契约应该与当时所有的法律规定(包括律和令)一致。^⑩这句话很有意思，与死者相关的有什么法律呢？《地理新书》所载契约的最后一句载法律的名字：“五帝使者女青律令”，女青是五方的皇帝的官僚，也实施女青律令。《道藏》载一本五世纪的书叫做《女青鬼律》。到后代，所谓女青鬼律的定义扩大，它不指这本书而指所有的管死者的法律。

《地理新书》载买地券的全文，因为它告诉读者怎么样举行正确的丧事。死者的亲人要写两个买地券：一个人坟墓上边的明堂；而另一个放在棺材前面。丧家准备鞋子，钱，纸，笔和墨给死者；纸钱和纸作的布给神。丧事结束时，祭官又拿两个买地券来读给丧家听，然后他们将两个买地券放在一起，骑缝写“合同”两个字在它们的背面，这样，以后可以确定这两个买地券是否相符，这

是模仿古代写券的方法。张无价的买地券背面的字大概有同样的用处。到最后，据《地理新书》所载，两件买地券“其一埋于明堂位心，其一置穴中枢埋之”^⑪，就是说一件给死者，一件给土神的。

在江西省分宜县发掘的、按照《地理新书》所写的买地券(1199年)解释说一件买地券要给太上老君；一件要给死者。^⑫

切虑地中或有五方无道鬼神，妄有侵占。奉太上老君赦给地券一所，与亡人冥中自执为照。如有此色，即仰立扩大神收押赴蒿里所司，准太上老君赦斩之。

在江西省鄱阳县发掘的明朝官员坟墓中出土的、根据《地理新书》所作的买地券(1454年)有这么一个记载^⑬：

自葬之后，仰烦东岳城隍，本境里社土地，长风水龙神，毋得阻当六道等因。如有此等，仰周宽，田氏妙贞宜人，一同执此地契碑牌，经赴三天门下陈告，依女青天律施行，须至出给者，右给付武德将军周宽，赠宜人田氏妙贞神主。

这两个买地券告诉了我们很重要的、而在《地理新书》中没有记载的信息，那就是死者要拿着买地券的理由是：万一后来的死者在冥界的法庭告死者，死者可以凭他们自己带的买地券来证明坟墓的地不是偷来的而是合法买来的。它也证明所有的手续是完整的。跟人世间的官僚一样，太上老君需要自己的一份买地券，这样，假如死者打官司的话，他可以将买地券当做参考资料。

将买地券埋在坟墓里之后，生者可以担保死者和买地券一起上冥界，或上冥界的法庭。在他们看来，买地券在人世间已没什么用处，而在冥界却很有用。

反过来说，死者为什么还要带人世间的契约到冥界？左懂烹

为什么将十五件契约随葬在他的坟墓里？洪迈写的《夷坚志》的记载与这个问题相关：⑩南宋初年，在宁波一位叫夏主簿的人，要控告林富民，因为林贿赂官吏，夏反而坐牢。后来因为夏生病，他出狱。临死时，夏告诉他的孩子说：“我抱冤以死，凡向来摸坟公帖并诸人负课契约，尽可纳棺中，将力诉于地狱。”

夏主簿相信放在他棺中的所有文献都要上冥界，都可以在冥界的法庭用来控告林。因为这样的信仰很普遍，所以，很多人都将契约埋在坟墓里。左憧熹有同样的信仰，澹舍虽然没有直接说，他也相信冥界的法官要看他给左憧熹说他无罪的信，他相信冥界的法院会找到犯人的（但是我个人还怀疑澹舍是否是小偷）。

左憧熹将十五件契约埋在他的坟墓，也是因为他有这样的信仰。他为什么选这十五件契约？因为它们涉及到还没有解决的案子，他还想在冥界去找所有没有还债的人，把他们所欠的银钱和练索来后，在冥界中用。他租地的契约也可以用来扩大自己在冥界的产业。他买奴隶的契约和他买草的契约为什么还要带入坟墓？可能左憧熹没有拿到奴隶和草，或者是他得到奴隶和草之后，发现他们有毛病。

总的来说，两种契约被埋在坟墓里：一个是死前、死后都可以用的，左憧熹和夏主簿的契约与人间未解决的案子有关，死者要凭这些契约在冥间继续告状；另外一种，像张无价的买地券和《地理新书》中所载的买地券是死后才可以用的。因为死人相信他们肯定要上冥界的法院，肯定可以在这些法院凭阳间的文献来做证明，所以，他们将契约埋在坟墓里。

注 释：

⑩ 因为阿斯塔那四号墓的报告还没有发表，我只能看到坟墓里的文献，而无法看到坟墓里的文物。两个学者告诉我很多关于本坟墓的消息：武汉大学历史系的朱雷先生1991年在香港帮我看几件文献；新疆自治区博物馆的吴震先生1994年在乌鲁木齐描写四号坟墓原来的样子。在修改文字方

面，得到邓小南的帮助。我要感谢这些人的帮助，使本文得以完成。

⑫ 拙作叫作 *Negotiating Daily Life in Traditional China: How Ordinary People Used Contracts*, 600—1400 (《古代中国的日常生活：老百姓怎么样用契约，600年—1400年》，耶鲁大学出版社，1995)。

⑬ 张荫才：《吐鲁番阿斯塔那左憧熹墓出土的几件唐代文书》，《文物》1973年第10期，第73—80页。

⑭ 国家文物局古文文献研究室等编：《吐鲁番出土文书》第6册，文物出版社1985年版，第402—403页。

⑮ 《吐鲁番出土文书》第6册，第401—442页。Yamamoto Tatsuro 和 Ikeda On 编： *Tun-huang and Turfan Documents Concerning Social and Economic History. Volume I. Contracts A. Introduction and Texts* (1987年东京东洋文库) 载所有的四号墓的契约。

⑯ 《吐鲁番出土文书》第6册，第426页。

⑰ 《吐鲁番出土文书》第6册，第441—442页。

⑱ 《吐鲁番出土文书》第10册，第6—7页。

⑲ 《地理新书》卷一四。本文引用《地理新书》，为北京图书馆藏清影抄金刻本，我要感谢王小甫寄给我北京图书馆善本室的拷贝。1985年，台北有再版叫《图解校正地理新书》。参考拙稿《宋代的买地券》，载《国际宋史研讨会论文集》，河北大学出版社1992年版，第133—149页。

⑳ 阿拿赛德尔 (Anna Seidel)：《从汉代的镇墓券看民间宗教》(*Traces of Han Religion in Funerary Texts Found in Tombs*)，载《道教和宗教文化》，东京，1987年，第30页。

㉑ 《地理新书》卷十四。

㉒ 陈柏泉：《江西出土墓志选编》，江西教育出版社1991年版，第564—565页。

㉓ 陈柏泉：《江西出土墓志选编》，第585—587页。

㉔ 洪迈：《夷坚志》支戊，卷五《刘元八郎》，第1086—1088页。

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