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# THE LANGUAGE OF CONTRACT IN ANCIENT CHINESE COMMERCIAL DOCUMENTS: TEXTUAL PRACTICES AND THEIR IMPLICATIONS FOR EURASIAN TRADE AND CHINA-KAZAKHSTAN ECONOMIC COOPERATION

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## ABSTRACT

Ancient Chinese commercial documents should be understood not merely as records of completed transactions but as textual mechanisms for organizing commercial order. Drawing on representative materials such as loan vouchers, delivery notes, partnership contracts, land deeds, and visually documented seals and printing blocks, this article examines how traditional Chinese business writing rendered obligation legible, distributed responsibility, and stabilized expectations in everyday economic life. Methodologically, the study combines qualitative textual analysis with historical-document analysis. It focuses on four dimensions: the textualization of transaction relations, the proceduralization of performance, the socialization of credit through middlemen, guarantors, and witnesses, and the moral or religious framing of contractual legitimacy. The article argues that these documents reveal a historically grounded contractual order in which language, format, seals, and socially recognized intermediaries worked together to reduce uncertainty. Rather than treating the 'spirit of contract' as an abstract civilizational essence, the article reconstructs it from documentary practices visible in the materials themselves. This approach also offers a useful analytical lens for Eurasian trade research, where long-distance exchange depends not only on routes and logistics but also on traceable commitments, trusted intermediaries, and credible documentation. In relation to contemporary China-Kazakhstan economic and trade cooperation, the article suggests that the historical study of contract language illuminates the enduring importance of soft connectivity, documentary clarity, and cross-border trust formation.

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**KEYWORDS:** Ancient Chinese commercial documents; contract language; textual practices; documentary culture; Eurasian trade; China-Kazakhstan economic and trade cooperation

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## 1. INTRODUCTION

Trade involves not only the movement of goods but also the rules, credit arrangements, and responsibilities that make exchange sustainable over time (Chen & DiMatteo, 2017). Stable commercial interaction depends on clearly identifiable parties, interpretable obligations, and documentary forms that can be recalled when disputes arise. In this sense, commercial writing is never merely descriptive. It helps constitute a transaction as a socially legible and potentially enforceable relationship.

Although ancient China is often characterized primarily as an agrarian civilization, its economic life also included extensive lending, buying and selling, pawning, leasing, transport services, and partnership arrangements (Hansen, 1995; Zelin, 2022). These activities generated a rich body of commercial documents. Such materials are valuable not simply because they preserve information about prices, commodities, and names. They also reveal how obligation was formulated, how risk was distributed, and how credibility was embedded in textual and material practices.

Existing scholarship has already shown that contracts and written agreements played an important role in Chinese social and economic life (Hansen, 1995; Jones, 1989; Shi, 2021b). Yet the significance of these documents is still often described in broad terms such as morality, custom, or trust. Comparatively less attention has been paid to the ways in which particular formulations, documentary layouts, seals, tax stamps, signatures, and multi-copy techniques worked together to create contractual order. A text-based approach can help narrow this gap by treating commercial documents not only as historical evidence but also as structured acts of economic communication.

Current discussions of Eurasian trade and China–Kazakhstan economic cooperation tend to emphasize routes, logistics, connectivity corridors, and geopolitical frameworks (Grant, 2020; Lin et al., 2019; Liu & Dunford, 2016). These are indispensable concerns, but they do not exhaust the conditions of durable exchange. Long-distance and cross-cultural trade also depends on documentary clarity, verifiable responsibility, and stable expectations among actors operating across different legal and linguistic environments. This is where the historical study of contract language remains relevant.

This article argues that ancient Chinese commercial documents should be read as textual practices through which transaction relations, performance procedures, and socially mediated credit were made visible and credible. Rather than treating the so-called spirit of contract as an abstract

cultural attribute, the article reconstructs contractual order from the documentary evidence itself. On that basis, it further suggests that these materials provide a useful analytical perspective for thinking about Eurasian trade and contemporary China–Kazakhstan economic and trade cooperation.

## 2. LITERATURE REVIEW

Scholarship on ancient and late imperial Chinese contracts has established that written agreements were deeply woven into everyday social and economic life. Hansen's classic study demonstrates that ordinary people relied on contracts in areas ranging from sales to loans and family property arrangements, thereby challenging the assumption that documentary practices belonged only to formal legal institutions (Hansen, 1995). Jones (1989) similarly showed that Chinese obligation law cannot be understood solely through codified statutes, because much of its practical force emerged from documentary and customary forms recognized in local life. More recent work has continued this line of inquiry by examining business organization, contract history, and the relation between market practices and legal or quasi-legal norms (Chen & DiMatteo, 2017; Motono, 2020; Zelin, 2022).

Within this broader field, studies of land markets, local society, and transaction documents have paid particular attention to the role of witnesses, guarantors, lineage actors, and middlemen. Pomeranz (2008) and Allee (1994) both demonstrate that a transaction often required social endorsement beyond the nominal contracting parties. This body of research is especially important for the present study because it shifts attention from an abstract opposition between law and custom toward a more layered understanding of contractual security. Documents were often supported by people whose names, marks, and reputations expanded the field of accountability.

Another relevant strand of scholarship concerns documents and trade beyond local or purely agrarian contexts. Motono (2020), for example, shows the sophistication of contract systems in modern Shanghai, while Shi's work on Tangut records demonstrates the richness of contract culture in Inner Asian and frontier settings (Shi, 2021a, 2021b). Research on Silk Road institutions further highlights how long-distance exchange depended on mechanisms of trust, leverage, and third-party support rather than on state enforcement alone (Zhang & Elsner, 2017). These studies suggest that contract language and documentary practice can illuminate broader questions about Eurasian exchange.

At the same time, much contemporary work on Eurasian trade and China–Kazakhstan cooperation remains centered on infrastructure, logistics, and macroeconomic linkage (Grant, 2020; Laruelle & Peyrouse, 2009; Lim et al., 2025). Such scholarship is valuable, but it often leaves underexplored the documentary and linguistic dimensions of commercial coordination. The present article contributes by bringing textual evidence into conversation with these larger regional questions.

### 3. METHODOLOGY

#### 3.1. Research Materials

The article employs a qualitative, text-based analysis of representative commercial documents from late imperial and early modern Chinese contexts. The materials used here include a late Qing loan voucher, late Qing and Republican delivery notes (*jiaodan*), partnership contracts from the Daoguang reign, Ming–Qing land deeds, and a Republican lease contract reproduced online. In

addition, one visual item consisting of printing blocks and seals associated with commercial drafts is used to illustrate the material dimension of documentary authenticity. The documents shown in the figures are treated as illustrative rather than exhaustive; they do not constitute a complete corpus survey.

The museum-based images supplied for this study come from the Beijing Museum of Shanxi Merchants and the Luoyang Folk Museum. One Republican lease contract was provided from a webpage reproduced by the International Confucian Association through Sohu; because its exact archival provenance is not independently verified, it is treated in this article as supplementary rather than foundational evidence (International Confucian Association, 2018).

The value of these materials lies not only in their content but also in their visible format. Layout, seals, stamps, lines of writing, multiple signatories, and annotation practices all help reveal how a transaction was formalized. For this reason, the article uses visual evidence in combination with textual interpretation.



Figure 1: Printing blocks and seals associated with Deshunhao drafts (*Lingshi*), Beijing Museum of Shanxi Merchants.

*Note.* This image illustrates the material techniques of standardization, authentication, and anti-counterfeiting in traditional Chinese commercial documentation.

#### 3.2. Analytical Approach

The study combines historical-document analysis with qualitative textual analysis. It does not attempt a statistical count of formulae across a large dataset. Instead, it asks how particular documents organize economic relations through language and format. The central concern is interpretive: what kinds of obligation, responsibility, and credibility are made visible in the texts, and by what documentary means?

To answer this question, the article reads the documents at two levels simultaneously. At the

semantic level, it examines how the texts name parties, specify goods or money, delimit time, identify duties, and define responsibility. At the material level, it considers seals, stamps, signatory marks, and multi-copy techniques as integral components of contractual communication rather than as external embellishments.

Such an approach is particularly suitable for a study positioned between philology, social history, and economic history. It allows the article to remain attentive to wording and documentary form while

also connecting those features to broader problems of trade, trust, and exchange.

### 3.3. Analytical Dimensions

Four analytical dimensions organize the discussion that follows. The first is the textualization of transaction relations: how parties, objects, amounts, and rights are converted into documentary form. The second is the proceduralization of performance: how documents structure deadlines, delivery, repayment, and the consequences of delay or default. The third is the socialization of credit: how middlemen, guarantors, witnesses, and other socially recognized actors extend the field of accountability. The fourth is the moral and normative framing of obligation: how documentary language invokes trustworthiness, discipline, and even religious scrutiny as part of contractual legitimacy.

These dimensions are analytically distinct but historically intertwined. Together they make it possible to reconstruct what may be called contractual order without reducing that order either to modern legal formalism or to vague cultural generalization.

## 4. FINDINGS

### 4.1. Textualizing Transaction Relations

One of the most fundamental functions of ancient Chinese commercial documents was to turn economic relations into intelligible textual objects. A transaction became more stable when it was no longer left to memory alone but was rendered in a written form that identified who owed what to whom, in what quantity, under what conditions, and within what time frame. In this respect, the document did

not simply register an already completed understanding. It helped constitute that understanding as a socially recognizable fact.

This textualization mattered because economic exchange extended through time and often beyond the immediate presence of the parties. The act of writing allowed a transaction to persist as a reference point after negotiation ended. It provided a basis for recollection, dispute resolution, and public recognition. Even when a document did not employ modern legal terminology, it could still make obligations sufficiently explicit to support economic coordination.

Commercial texts therefore deserve to be studied as structured communication. Their repeated use of documentary conventions indicates that transactions were not expressed in wholly improvised language. Instead, merchants, lenders, transporters, and property holders relied on recognizable textual forms. These forms made commercial relations legible not only to the main parties but also to others who might later interpret, endorse, or enforce the arrangement.

### 4.2. Proceduralizing Performance

A second major feature of commercial documents is their procedural orientation. They often described not just what a transaction was, but how it was to unfold through time. The late Qing loan voucher in Figure 2 is illustrative in this regard. Its relatively standardized layout identifies the lending establishment, records the amount borrowed, fixes the repayment period, and specifies interest. What appears here is not a vague interpersonal promise but a structured obligation with a temporal sequence.



Figure 2: Loan voucher issued by Hongchang Pawnshop in the Guangxu period (29th year), Beijing Museum of Shanxi Merchants

Note. The document records lender identity, loan amount, repayment period, and interest, indicating a recognizable degree of documentary standardization in late Qing commercial lending





The Ming–Qing land deeds shown in Figure 5 reinforce this pattern from the perspective of property transfer. Here again, the transaction is not secured only by the main parties' statements. The visible participation of middlemen and guarantors,

along with their signatures or written marks, suggests that land transfer relied on social endorsement as an additional layer of contractual security. A deed could become more credible precisely because recognized third parties inserted themselves into the document.



Figure 5: Ming–Qing land deeds, Luoyang Folk Museum.

*Note. The participation of middlemen and guarantors in these deeds shows how property transactions were reinforced through socially recognized intermediaries whose signatures or marks extended responsibility beyond the immediate parties.*

The broader implication is that Chinese commercial documents often transformed private agreements into socially validated obligations. Credit was not merely a personal quality; it was a structured relation supported by others who could witness, guarantee, interpret, or publicly remember the arrangement. This feature resonates with wider work on long-distance trade, which has emphasized the importance of third-party leverage and institutional support under conditions of uncertainty (Zhang & Elsner, 2017).

The supplementary Republican lease contract reproduced in Appendix Figure A1 suggests that such practices continued into the Republican period in more standardized forms. Because its archival provenance is unverified, it is not treated here as foundational evidence. Even so, it offers a useful reminder that intermediary or guarantor-based contractual assurance did not simply disappear with modernization.

#### 4.4. Moral Vocabulary and Normative Legitimacy

The documentary order reconstructed above was not purely technical. Many contracts also invoke moral or even religious language that frames compliance as normatively necessary. This feature is especially visible in the Daoguang 14 partnership contract, which includes the striking phrase "倘有私心，神灵鉴察"—roughly, if anyone harbors selfish motives, the spirits will observe. Here the force of the contract is not exhausted by shares, signatures, or seals. It is also supported by a moral-religious horizon of scrutiny.

Such language should not be dismissed as ornamental. It helps explain how contractual legitimacy was articulated in settings where economic interaction remained embedded in reputation, ritual, and local moral worlds. In these documents, seals can be understood as a form of secular authority, while references to divine or spiritual observation function as a complementary moral authority. The two do not cancel each other out. Rather, they reinforce a common demand for honest dealing and disciplined performance.

This point complicates any rigid distinction between 'contract' and 'morality.' The documents suggest that moral vocabulary was often part of the machinery of enforceability. It gave social weight to obligations already specified in documentary form. A text-based analysis therefore reveals that the so-called spirit of contract was not a free-floating ideal. It was produced through the practical interaction of wording, formatting, seals, signatures, intermediary roles, and normative language.

## 5. DISCUSSION

### 5.1. Implications for Eurasian Trade Research

The findings above help reposition ancient Chinese commercial documents within broader research on Eurasian exchange. Discussions of Eurasian trade often prioritize spatial questions: corridors, routes, ports, customs coordination, and geopolitical infrastructure. These matters are undoubtedly important, but no route becomes commercially durable through movement capacity alone. Long-distance trade also requires textual clarity, credible

commitments, and mechanisms for making responsibility traceable across distance and diversity.

The materials examined here illuminate precisely those problems. Loan vouchers show how time, amount, and interest can be fixed in writing; delivery notes show how documentary language can coordinate movement, deadlines, damages, and exception clauses; partnership contracts show how multi-party investment can be stabilized through distributed copies, middlemen, and seals; land deeds show how property transactions can be socially validated through guarantors and witnesses.

Together, they reveal a historically grounded contractual order in which the continuity of exchange depended on far more than goodwill.

This perspective is especially useful for Eurasian trade research because cross-regional exchange frequently operates under conditions of linguistic difference, partial enforcement, and information asymmetry. In such settings, documents become instruments for reducing ambiguity and allocating responsibility. Ancient Chinese materials do not provide a direct template for modern Eurasian trade, but they offer a historically concrete way of thinking about soft infrastructure: the textual and social arrangements that make movement economically meaningful.

### **5.2. Implications for China–Kazakhstan Economic and Trade Cooperation**

The contemporary relevance of this discussion becomes visible in China–Kazakhstan economic and trade cooperation. According to the 2025 edition of China's official investment and cooperation guide on Kazakhstan, bilateral goods trade reached US\$43.8 billion in 2024, and China remained Kazakhstan's largest trading partner (Ministry of Commerce of the People's Republic of China, 2025). The same guide notes record railway traffic and growing cross-border logistics through Kazakhstan. An official speech published by China's foreign ministry in June 2025 also reported that visa-free arrangements facilitated more than 1.2 million travels between China and Kazakhstan in 2024 (Ministry of Foreign Affairs of the People's Republic of China, 2025). These figures indicate an increasingly dense field of cross-border economic interaction.

Under such conditions, the importance of documentary clarity becomes greater rather than smaller. The historical materials discussed in this article suggest that durable exchange depends on more than commercial intention or macro-level political friendship. It also depends on the quality of documentation: whether parties, goods, quantities, deadlines, liabilities, and exceptions are clearly expressed; whether documentary authenticity can be established; and whether intermediary institutions

can sustain trust when problems arise.

This does not mean that ancient contracts can simply be copied into present-day China–Kazakhstan commerce. Modern legal, financial, and technological systems are obviously different. The historical value of these materials is analytical, not prescriptive. They remind us that cross-border trade requires both hard connectivity and soft connectivity. Railways, ports, and customs agreements matter, but so do multilingual drafting, documentary traceability, translation accuracy, arbitration support, and the institutional equivalents of trustworthy middlemen and guarantors.

In this sense, the language of contract remains central to contemporary cooperation. The long history of documentary practices in Chinese commercial life does not automatically solve current legal problems, but it does illuminate why cross-border exchange so often succeeds or fails at the level of texts, responsibilities, and socially credible commitments.

## **6. CONCLUSION**

This article has argued that ancient Chinese commercial documents should be read as textual practices that organized contractual order. By examining representative materials from lending, transport, partnership, and property transactions, it has shown that these documents textualized transaction relations, proceduralized performance, socialized credit, and reinforced obligation through moral and material forms of legitimacy.

The phrase 'spirit of contract' is therefore most useful when it is grounded in documentary evidence rather than treated as a vague cultural abstraction. What the documents reveal is not simply a moral preference for trustworthiness, but a practical system in which wording, layout, deadlines, stamps, seals, signatures, middlemen, guarantors, and even religious language combined to make economic relations durable.

From a wider perspective, this reconstruction has implications for Eurasian trade research and for thinking about China–Kazakhstan cooperation today. It highlights that the durability of exchange depends not only on routes and policies but also on documents that make commitment intelligible and credible. The historical study of Chinese commercial writing remains relevant precisely because it helps reveal the conditions under which trade becomes sustainable across time, space, and difference.

## **APPENDIX A. SUPPLEMENTARY ILLUSTRATIVE MATERIAL**

The following image is included as supplementary material because it supports the argument that intermediary or guarantor-based contractual

assurance continued into the Republican period, while its exact archival provenance remains

unverified. It is therefore used here cautiously and illustratively rather than as a foundational source.



Appendix Figure A1. Republican lease contract reproduced from an online source.

Note. Reproduced from International Confucian Association (2018) via Sohu. The image suggests continuity in intermediary or guarantor-based contractual assurance, but its exact archival provenance is unverified.

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