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meant that neither spouse was likely to have sympathetic allies close by from whom to seek help. Under the circumstances, such couples—and especially wives—became especially vulnerable to exploitation and other abuse. For this reason, it is not surprising that a woman might try to shift her position along the spectrum out of retail prostitution in the direction of polyandry, by cultivating a safer and more stable relationship with a regular customer.
Anatomy of a Wife Sale

SELLING WIVES (mai q): The main reason for this sort of custom is that men who are useless wastrels end up having difficulty making a living, and so eventually they sell off their wives. The wives are often perfectly willing to remarry, since they cannot rely on their husbands and can no longer tolerate the misery of living with them. If the man selling his wife can persuade some reprobate to act as matchmaker, and if his wife, her natal family, the prospective buyer, and the seller's own senior relatives all agree, then the seller must place his handprint on a marriage contract and deliver it with his wife to the man buying her in marriage, and the buyer shall pay him an appropriate brideprice.

—REPORT FROM HUNAN IN "INVESTIGATION OF CUSTOMS"

A FILIAL SON SELLS HIS WIFE

Just before the lunar New Year in early 1755, Yi Shangsong's father died. For Yi, it was the last straw to bury his father properly, he would have to sell his wife.

Yi Shangsong was a peasant in his late twenties. An only son, he lived in poverty with his wife, Xia Shi (24), their little daughter, and his parents, who had long been ill. The family lived in Xiangtan County, Hunan. Xia Shi had married Yi Shangsong as an adopted daughter-in-law, and, according to her, "the two of us always got along well together." They had always been poor, but their circumstances had worsened in recent years. As Xia Shi later recalled:

My mother-in-law died, and my father-in-law was sick all the time, and we were really poor. Then, in the last lunar month of Qianlong 19, my father-in-law died too. Because my husband had no money to buy a coffin, he decided to sell me in marriage and use the money to give my father-in-law a proper burial. So he asked his cousin Yi Shangyan and my older brother Dahua to act as matchmakers.

Since Yi was an only son, it made sense for him to seek the assistance of his older paternal cousin, Yi Shangyan (30), who was his closest lineage relative. Shangyan's agreement to act as matchmaker signaled acceptance of Shangsong's plan to sell
his wife. It also made sense to approach Xia Shi's natal family: it was the honorable thing to do, but also, if they opposed the sale, there would be trouble. For this reason, Shangsong asked his cousin to persuade Xia Shi's older brother Dahuai to agree. (Since Xia Shi's father was dead, her brother was head of her natal family.) According to Dahuai:

Yi Shangsong asked his cousin Yi Shangyan to tell me that he wanted to sell my sister in marriage. I didn't want to agree, but he pleaded with me again and again. I knew that Shangsong had always been poor, and that the reason he wanted to sell his sister was to serve his parents. In the end, I felt I had no choice but to go along with his plan, however reluctantly.

Dahuai also agreed to serve as matchmaker, so that both families would be represented.

The two matchmakers approached an acquaintance, Zhou Wenxiao (29), who lived nearby and made a living selling sundry goods. Zhou's wife had recently died, leaving him with an infant son, and he wanted to take another wife. Here is Zhou's recollection of the matchmakers' pitch:

Xia Dahuai and Yi Shangsong's cousin Yi Shangyan told me that Shangsong's father had died of illness, and that he didn't have any money for a proper burial, so he was willing to sell his wife Xia Shi in marriage for a brideprice (yi yin) of only 12 taels of silver. At first I refused, because the woman they were offering me was a wife with a living husband (sheng qi). But Dahuai told me not to worry, because Xia Shi is his own younger sister, and he guaranteed that the couple was willing to separate because Shangsong was so poor that he couldn't afford to take care of his father's burial. I believed him, and so I agreed.

Zhou paid a brideprice of 12 taels, and received Xia Shi as wife, along with a sale contract written in her husband's name. Since the matchmakers were the seller's kin, and had acted out of sympathy, they refused payment. The whole matter was settled amicably; as a neighbor observed, "there was no deceit, and both sides acted voluntarily."

Two years passed, during which the principals remained on friendly terms. Then, during the winter of 1756-57, Xia Shi's mother, Chen Shi, fell ill, and shortly after the New Year, Yi Shangsong decided to visit her and see how she was doing. For company, he took along a neighbor boy, Liu Kun (15). Xia Shi's new husband, Zhou Wenxiao, visited Chen Shi that same day, bringing gifts of meat, fish, and wine. Chen Shi told her son Xia Dahuai to host their guests, and the men sat down together. But (as Dahuai would recall) after they finished the wine,

Yi Shangsong said it was too bad there was so little wine, because he hadn't drunk enough really to feel happy (chi bude changkua). Zhou Wenxiao saw that Yi Shangsong wanted more wine to drink, so he acted as host and invited Yi Shangsong, Liu Kun, and me to Feng Renhong's wine shop, where we drank four more flasks of wine and ate two more plates of food.

Zhou Wenxiao paid the bill, which came to six taels of silver (.06 taels) for four flasks of wine, a plate of tofu, and a plate of pork intestines.

This scenario is highly suggestive: the prosperous buyer, acting as host, appears to have felt some sense of obligation toward the pathetic, impoverished seller, a sense that was matched (if not exceeded) by the latter's sense of entitlement. It is no coincidence that Yi Shangsong happened to show up at his former mother-in-law's home on the very day that his wife's new husband planned to visit with food and wine.

After they left the wine shop, Dahuai intended to escort the visitors as far as the crossroads, but then a quarrel broke out. Here is his account:

Yi Shangsong was pretty drunk, and he suddenly said to Zhou Wenxiao: "In the past I sold my wife to you, but I got only 12 taels in brideprice—that was not nearly enough! Now I have nothing left to live on, and I want you to make me a supplementary payment of a few more taels (yi yin zai zao jilang yinzi)." Zhou Wenxiao answered: "It's been two years since you married your wife to me, and now you want me to make you a supplementary payment? Who ever heard of such nonsense?" Yi Shangsong began to curse him, saying that he would fight him to the death (bing ming); he also threatened to file charges against Zhou Wenxiao for "scheming to marry a wife with a living husband" (mao qu sheng qi). In his anger, Zhou Wenxiao punched Shangsong, and Shangsong fell down.

Dahuai and Liu had walked on ahead, and, before they could intervene, Zhou had strangled Shangsong. Zhou later confessed:

Since I had taken in marriage a wife with a living husband, of course that put me in the wrong (yi le sheng qi yuan you bushi), so I was afraid that if Yi Shangsong really pressed charges against me I'd lose big. On the other hand, I knew that Yi Shangsong was an extremely impoverished and shameless guy (qiong jiu wa lue de ren), and I feared that if I did pay him what he asked, then he would just keep trying to extort more money from me, and therewith be no end to the trouble and harm I'd suffer from him. So I decided to kill him, in order to get rid of this problem for the future.

Zhou threatened to implicate the other two in the murder and thereby won their promise not to report his crime. Then he stripped off Yi's clothing and divided it between them. But word spread about what had happened, and the authorities arrested those involved.

The principals quickly confessed. But the coincidence that buyer and seller had happened to visit their mutual mother-in-law on the same afternoon provoked the magistrate's suspicions. Was this not evidence of a conspiracy to murder Yi Shangsong? Wasn't it likely that Xia Dahuai was party to that conspiracy, since he "helped
get Yi Shangsong drunk," witnessed the murder, and failed to report it? The mag-istrate ordered Dahuai tortured with the ankle crusher (jia guan) and questioned him closely on this point. But Dahuai insisted that no one had thought it strange for the two men to drop by, even on the same day: "Both of them were my sister’s husbands, and we often socialized with them (due shi xiaoqie mengfu, shichang lai-wang)." As to why he had failed to report the homicide, Dahuai explained that he feared being implicated, but also, "if I reported Zhou Wenzhong’s crime, he would pay with his life, and that would leave my sister with no means of support." Eventually, the magistrate accepted these explanations.

Zhou Wenzhong’s sentence for the crime of "purposetful homicide" (gu shu) was beheading after the assises. Xia Dahuai and Liu Kun were each sentenced to one hundred blows of the heavy bamboo for failing to report the homicide. Xia Shi was also sentenced to one hundred blows of the heavy bamboo, according to the statute against "buying or selling a divorce, and thereby taking in marriage, with consent, the wife of another man" (mai xiu mai xiu he qu ren qian), which mandated that penalty for buyer, seller, and sold wife. She was permitted to redeem her beating with a cash fine, and ordered divorced from both husbands and "returned to her natal lineage" (gui zong). For acting as matchmaker, Yi Shangyan was sentenced to ninety blows. The same statute mandates confiscation of the brideprice and any matchmakers’ fees, but since Yi was dead and there was no way to recover the money, the magistrate waived confiscation.

Since this case involved a capital crime, the magistrate had to report his provisional judgment up the chain of command, and eventually the governor of Hunan reported it to the emperor in one of the xingke tiben that survives in the archives in Beijing—which is the only reason we know that, in the winter of 1755, a peasant named Yi Shangsong sold his wife in order to buy a coffin for his father.6

The Wife as Asset of Last Resort

The story of Yi Shangsong is typical of the more than 600 wife-selling cases I have collected in Qing legal archives. Each case record contains a unique anecdote, but this one illustrates many common features. The logic of the transaction, the way it was negotiated and documented, the motives and attitudes of the different parties, and the reasons for later conflict all can be seen in many other examples.

For now, let us focus on Yi Shangsong’s reason for selling his wife. The immediate factor was the death of his father, which invoked the filial imperative to provide a good burial. But the underlying cause was poverty—and poverty of one degree or another was the motive for the vast majority of sales. According to the American missionary Arthur Smith, writing at the end of the nineteenth century, "the frequency of such sales may be said to bear a direct ratio to the price of grain." In testimony, couples often explained their action simply as "separating

in order to survive" (ge tao shenglu), and many wife sale contracts use similar language.

Here are the reasons given for wife sales in court cases. I include only sales for which a specific reason is given:6

**Reasons for Wife Sales, Central Cases (324 Transactions in 304 Cases):**

- Poverty: 243 (75%)
- Marital discord (not including wife’s adultery): 63 (19%)
- Husband’s illness: 41 (13%)
- Wife’s adultery: 33 (10%)
- Other: 9 (3%)

**Reasons for Wife Sales, Local Cases (313 Transactions in 300 Cases):**

- Poverty: 259 (85%)
- Marital discord (not including wife’s adultery): 61 (19%)
- Husband’s illness: 46 (15%)
- Wife’s adultery: 11 (4%)
- Other: 3 (1%)

Here, the category “marital discord” does not include sales motivated by the wife’s adultery. In sales motivated by adultery, that is the only reason cited, so this category does not overlap with the others (a husband who sold his wife because of adultery may have been poor, but he did not cite poverty as a reason to sell her). Many of the other sales involve more than one motive: for example, a husband’s illness exacerbated a couple’s poverty; poverty worsened their discord; and so on. But the big story is poverty.7

Yi Shangsong faced conflicting imperatives: should he give his father a good burial, or try to keep his family together? Perhaps not every husband would have made the same choice as he, but his choice embodies the core Confucian concept that the primary alliance is that between fathers and sons, and that the ultimate purpose of marriage is filial piety.8 (It also epitomizes everything that the May Fourth radicals would reject in Confucianism, which they saw as sacrificing living people and future hopes for the sake of dead ancestors and obsolete values.) But Yi's choice was complicated by the fact that he had no son. In some other cases, the choice was not so stark. For example, in a 1745 case from Yiyang County (also in Hunan), peasant Zhou Chengbin sold his wife in order to buy a coffin for his mother, who had just died, but his wife had already borne two sons, thereby fulfilling her principal function on behalf of his lineage. But Yi Shangsong had only a daughter. (We do not know her fate, and Yi may have sold her, too.) Therefore, by sacrificing his wife, Yi also sacrificed his chances of a son—and failing to secure patrilineal descent constituted a classic violation of filial piety. For this reason, his decision makes sense only as a last resort.
How poor was Yi Shiangsong? We lack much specific information, but at the
time of his death he cut a pathetic figure. He stood under five feet tall (his corpse
measured just 4'10"), and he was dressed in rags. Liu Kun testified that Yi's pants
were so full of holes that his genitals were partly exposed, and when offered those
pants (after the murder), Liu declined because he considered them worthless.
Also, the profile of Yi's household before the wife sale reveals a low ratio of laborers
(Yi and his wife) to dependents (his invalid parents and little daughter). The timing
of the sale is also significant: the last lunar month. Most debts came due at
the New Year, and it would be strange if a poor peasant like Yi did not have debts
(perhaps including the cost of burying his mother, who had died not long before).
Most of the wife sales in my case sample took place right around the New Year,
confirming that debt was a major trigger of such transactions. It was in this
case that Yi Shiangsong's father died: Yi may have been considering selling his wife for
some time, but the filial imperative forced his decision.

This imperative also served to rationalize the wife sale in the eyes of others,
including Xia Dahuai and buyer Zhou Wenxiao. This emphasis on filial piety
reminds us of the rhetoric of widow remarriage, which was similarly motivated
by poverty but was seen as a betrayal of the dead husband. Many a widow justified her
remarriage by portraying it as a self-sacrifice that would secure her dead husband's
line of descent; she herself might prefer to starve to death rather than surrender
her chastity, but, if she did so, then her husband's children would also starve,
thereby cutting off his posterity. Ostensibly, then, her decision to remarry was a
lesser betrayal, motivated by a higher sense of loyalty.

In Yi's case, the death of a parent was the crisis that pushed an already poor
household over the edge. But any sort of crisis might have that effect. Natural
disasters provoked emergency sales of wives and children on a wide scale. In his
classic study of famine in the eighteenth century, Pierre-Brienne Will notes that,
on the north China plain, the failure of a single harvest could precipitate a subsis-
tence crisis severe enough to cast thousands of peasants on the road as refugees,
and sales of persons proliferated in the wake of harvest failures. This was still
true in the early twentieth century, when British diplomat George Jamieson
commented that "in times of famine and distress the sale of wives, who have given
no cause for divorce, is common enough, and no question asked." These observa-
tions are supported by many examples from the archives. In an 1833 case, peasant
Wei Jing, his wife, and their daughter fled their home in Baodi County, Zhili,
to escape flood and famine, ending up as refugees in neighboring Sanhe County.
In the months that followed, Wei sold his daughter and then his wife, in the
hope that all three might survive. In an 1833 case from Gansu, a woman named
Xu Shi (25) provided the following testimony about how her husband came to
sell her:

There was famine at home in Zhongwei County, so my husband and I fled to Guyuan
Department (50 kilometers to the south),... We were hungry, and we could see that
we were going to starve to death. Finally, we talked it over and decided that my husband
should sell me in marriage—that way, we could survive by going our separate ways." More
than 10 percent of the couples in my sample of wife sale cases were famine
refugees.

In most of my cases, however, the precipitating factor in a wife sale was not
some macro-level disaster but simply a stroke of bad luck that exhausted whatever
slim surplus a household had possessed. After all, as historian Lillian Li observes,
for many peasants "the line between 'famine'... and everyday, year-to-year subsis-
tence and hunger was thin indeed." For example, a house fire or robbery could
push a poor family over that line, or household division between brothers might
leave a newly independent family branch with too small a portion to support
themselves. A key factor in up to 15 percent of cases was illness that prevented the
husband from working (the percentage would be higher if alcoholism were
included). We find men suffering from injuries, blindness, ulcerating sores, tuber-
culosis, paralysis, syphilis, "yellow-swelling disease" (hepatitis), "chest pain dis-
case," "blood-vomiting disease," "inability to keep down food," and many other
vaguely diagnosed ailments. We also find many references to "feng bing," which in
 colloquial usage denoted a wide range of neurological and mental illnesses.

In a case from Duchang County, Jiangxi, Bao Nianshi's decision to sell his wife
was precipitated by a strange illness that would come and go, rendering him inco-
erent and disoriented, and making it impossible for him to keep a job. Bao was a
landless peasant who had worked as an agricultural laborer. His wife, Xiang Shi,
had borne him five sons; the oldest two had been hired out, but the other three
were too little to work. After her husband fell ill in 1776, Xiang Shi had to go out
and beg for alms; they also received help from Bao's nephew. In this manner they
managed to get by for three years. But, by the winter of 1779-80, they had reached
the end of their tether, and in a period of decadence, Bao decided that he must sell his
wife: "We had nothing to eat and we were going to starve to death. I had a lot of
debts and no way to pay them. There was no other choice but to sell my wife." Xiang Shi
did not want to leave her husband, but he finally persuaded her that
"instead of staying together and starving to death together, it would be better to
separate in order to escape this situation and survive." What all these examples have in
common is a poor peasantry with little margin
over subsistence. As Lillian Li explains:

The economic consequence of a small negative event, such as a poor harvest or loss
of one crop, could spell difficult social consequences, such as incurring debts, the
sale of property, begging, the sale of wife or children, or infanticide. Such events were
Turning to the women in xingke tiben, the typical wife being sold was in her late twenties, so about five years younger than her seller and buyer. The seller was her first husband; they had been married since her mid-teens (i.e., for about eleven years); and she had had borne at least one child (an important selling point, since most buyers were hoping to have sons). Most of these women were in major marriages, but 13 percent were adopted daughters-in-law (there is only a single uxorilocal marriage in the sample). Eighty-three percent were sold to become the wives of their buyers, but 16 percent were sold to become concubines, and the latter women were slightly younger on average than those sold to be wives.

The central case records considered so far come from all over China Proper. What about regional variation? The local case sample is less useful for detailed information on ages and children, but often we can determine the occupation or social background and the marital history of protagonists, which allows comparison with the central case sample. In this respect, Nanbu and Baodí counties (which, like most counties, were largely rural) match the central case sample closely (see Appendix B.2); nearly all of the sellers and buyers in these two counties were peasants or rural laborers. Ba County, however, presents a strikingly different social profile, reflecting the influence of the major port city and governmental center of Chongqing (see Appendix B.3). As elsewhere, the great majority of men who sold wives in Ba County were peasants or rural laborers (for a combined total of 70 percent). The buyers, however, present a very different profile. Peasants constitute the single largest group of Ba County buyers (45 percent), but, even if one adds rural laborers (4 percent), they make up less than half the total. Quite a few buyers were urbanites, in part because men from the rural hinterland who wanted to sell their wives sometimes came to Chongqing to look for buyers (in order to avoid shaming themselves in their local communities and also in hope of a better price); some rural couples came to the city in search of work or as refugees from famine, and they ended up resorting to wife sale when they ran out of options. The roster of buyers is notable for including many people who were relatively well off: shopkeepers, innkeepers, merchants, yamen clerks, minor degree holders (mostly purchasers of the jiansheng degree), and students for civil examinations together account for more than a quarter of the buyers in these cases. Some of the pimps also appear to have been quite well off. Few, if any, of these men could be considered members of “the elite”; rather, they constituted something like the petite bourgeoisie of Chongqing.

Ba County buyers were also distinctive for their marital status and the purpose for which they were buying other men’s wives. Only 52 percent of the buyers in Ba County had never previously married, compared to more than two-thirds in the xingke tiben. The rest were either married men looking for a concubine (39 percent) or widowers looking for a second wife (9 percent). The men who bought concubines included many of the relatively privileged people from the above list—
less than a third were peasants. Turning to the women, as elsewhere nearly all had been married only once (i.e., the seller was the first husband). What stands out is the high percentage of women who were bought to be concubines (36 percent) or prostitutes (8 percent), far higher than in either the central case sample or the smaller local case samples from Baodi and Nantu counties. Only 16 percent of the women in central cases were sold to be concubines, and just two were sold into prostitution. Only 20 percent of the women in the Baopi and 16 percent in the Nanbu cases were sold to be concubines, and, as far as I can tell, none in either county were sold into prostitution. The high demand for concubines and prostitutes in Ba County reflects the highly commercialized market for women and sex in Chongqing.

A striking feature of these data is that concubines (and men who bought them) are heavily overrepresented in all my samples of wife-selling cases. As noted in Chapter 2, the best evidence suggests that, during the Qing dynasty, an average of less than 4 percent of married women were concubines for China overall. The fact that 20 percent of wife sale cases from a poor county like Baodi involved the purchase of women to become concubines does not mean that 20 percent of married women in that county were concubines. Rather, these data show that wife sale was one of the main ways that men acquired concubines: the high end of the market for sold wives overlapped with the low end of the market for concubines. Such sales represented an especially cheap way to get a concubine, and they evidently appealed to upwardly mobile men who aspired to the trappings of higher status but were looking for a bargain. The overrepresentation of concubine purchase in these data probably also reflects the overrepresentation of urban people in the routine caseloads of local courts (i.e., cases originating in the county seat, rather than its rural hinterland).

**NEGOTIATING A WIFE SALE**

Bearing in mind the kinds of people who typically participated in wife sales, let us take a closer look at the transaction itself. How was a wife sale negotiated?

Nearly all sales required at least one matchmaker. (On occasion, a wife sale was negotiated without a matchmaker by a seller and buyer who were previously acquainted, but this was rare.) The matchmaker was responsible for finding a buyer and negotiating the terms of sale; once the parties had agreed, the matchmaker would supervise a meeting at which a contract would be drawn up and exchanged for the brideprice (*caili* or *caili qian*, also referred to as "body price," *shenyia*) before witnesses. After this meeting, the woman would be delivered to her buyer's household, usually escorted by the matchmaker, in order to consummate the new marriage.

**Matchmakers**

Who acted as the matchmakers to negotiate wife sales, and how were they compensated? Sometimes there was only one matchmaker for a given transaction, but it was not unusual to have two or three, depending on what was involved in identifying a buyer. Most of the individuals acting in this capacity were not professional matchmakers but simply people known to the parties who agreed to perform this service. Most of the professionals who turn up in these cases were mature women, whereas nearly all of the non-professionals were men. Most often, a man seeking to sell his wife, or a man looking to acquire a wife, would approach some relative, neighbor, or acquaintance—usually a man who had some stature in the community (a senior relative, one's employer or landlord, or perhaps an older man in the village)—and ask for help. Some individuals were known for performing such services, but also there seems to have been widespread knowledge about how to go about doing this.

In about half of the cases for which I have specific information (and here I count only open sales that were completed, not fraudulent sales), matchmakers acted for free, out of compassion. Most who did so were kin or close friends of the seller—or occasionally of the woman or her buyer. We saw an example of this scenario in the case of Yi Shangzong, whose cousin and brother-in-law both agreed to act as matchmakers out of charity. Similarly, in a 1755 case from Jiangning County, Jiangsu, the matchmaker was the wife's older brother; when approached by her husband, he agreed to act as matchmaker in order to rescue his sister from poverty and from an abusive marriage. In a 1766 case from Wenshui County, Shanxi, the three matchmakers were close friends of the seller, and they agreed to act for free (the buyer was also a mutual friend). Later, they testified as follows:

Xue Yangwei told us that he was too poor to get by and could not support his wife, and asked us to act as matchmakers to sell Ji Shili in marriage. We knew that Zhang Dakang's wife had died and he wanted to remarry; so we negotiated an agreement between them: Zhang Dakang paid Xue Yangwei 12 taels of silver. Xue Yangwei drew up a marriage contract, and Zhang Dakang took Ji Shili in marriage. Since we are good friends with both of them, we did not accept any of their money. Occasionally we find a matchmaker more tenuously connected to the principals who would be willing to act out of charity. In a 1754 case from Jinyun County, Zhejiang, the couple were famine refugees from Dongyang County (about a hundred kilometers to the north). They managed to find a man also from Dongyang County who agreed to broker the wife sale out of fellow feeling as "tong xiang"—that is, people from the same home area.

At most, such matchmakers might receive a drink of wine (the drawing up of the contract and the exchange of brideprice for the wife were often ritually finalized with wine). For example, in a 1745 case from Yiyang County, Hunan, three
maternal relatives of the seller who acted as matchmakers testified that "we did not receive any matchmaker fee—we drank wine on two occasions, but got nothing more." It appears to have been the norm in much of rural China for middlemen in land contracts, loan contracts, and even marriage contracts to receive compensation only in the form of a feast, wine, or perhaps a modest gift—something other than money (which would have undermined the facilitator's reputation for impartiality). By playing these roles, local men (and occasionally women) of respect would gain symbolic rather than material capital, accumulating a fund of prestige and good will that facilitated community relations and could be called upon in other circumstances. There was usually a small number of people in each village who regularly performed such services: individuals known for probity and trustworthiness, who often were leading members of their descent groups. Occasionally a local rural agent (xiangbao) would play this role.27

Unless most such transactions, however, wife sales carried stigma and risk, and for this reason usually only close friends or relatives of the principals would agree to act for free—and they did so out of pity and charity, rather than to accumulate any sort of prestige. If others acted in this capacity, they typically had to be paid.

Thus, in the second most common scenario found in legal cases, members of the community would act for a "matchmaker's fee" (mei qian); either a share of the bridewe price received by the seller, or a separate sum paid by the buyer. Matchmakers who worked for a fee usually had no close personal connection to the parties directly concerned but were fellow villagers who had acted in this capacity before and were considered trustworthy. Some were men with itinerant occupations that gave them wide contacts beyond the local community. Their fees ranged from a nominal gratuity (a couple hundred cash in "thank you money," xie yin) to substantial percentages of the buyer's total expenses. Such fees occasionally reached as high as 30 percent of total expenses, but most seem to have fallen in the range of 5-15 percent.

Nevertheless, for a community member to demand a fee for brokering a wife sale could be controversial, especially if he were seen as exploiting his neighbor's misfortune. A striking example is found in an 1807 case from Nanyang County, Henan. In this case, peasant Wang Zaofa was incapacitated by a paralyzing illness; he and his wife, Yan Shi, lived with his elderly father, and they were desperately poor. Finally, Wang's father decided that the family "had no choice but to sell Yan Shi in marriage to get some money to live on," and that this plan would be best for all concerned. His son and Yan Shi both agreed. Their neighbor Lu Hualyou (32) acted as matchmaker and negotiated to sell Yan Shi to a stranger who was passing through for a "body price" of 8000 cash. Out of this sum, the Wangs paid Lu a fee of 1000 cash for his services.

The next day, another neighbor named Li Mingjun (42) found out what had happened. "When I heard that Lu Hualyou had helped break up their marriage because he was greedy for the matchmaker fee, I became very upset." Li confronted Lu and cursed him for his selfishness; Lu cursed him back, and Li knocked him over. In falling, Lu hit his head, and he later died of the injury.

What upset Li Mingjun was less the wife sale itself than the fact that Lu Hualyou had profited from it. He saw this as unconscionable: everyone knew that Wang Zaofa was ill and his family destitute, and everyone knew how painful it would be to have to resort to wife sale. To Li's mind, Lu Hualyou had violated the basic norms of community by exploiting their neighbors' desperation.28

“Securing the Approval of Both Families

A wise seller and a conscientious matchmaker would make sure to obtain the consent of everyone involved—including the wife herself, but also both the seller's and the wife's families—before proceeding. (Of course, not every seller was wise or every matchmaker conscientious, otherwise we would have far fewer court records of wife sales available for study.) Better than passive consent was securing the active participation of both families, to act as matchmakers, to "zhuhun" (i.e., formally authorize and preside over the wife sale), or to witness the contract. Active complicity on the part of senior members of both families would make it far less likely that anyone else from those families would dare to raise objections later on. Moreover, it was common for wife sale contracts to state explicitly that both families had been consulted and had agreed in advance of the transaction.

We have already seen one example of a conscientious seller at the beginning of this chapter in the case of Yi Shangsong, whose first step was to persuade his cousin and brother-in-law to act as matchmakers on his behalf. Here we have the testimony of peasant Wei Zhongde (34), of Ningxiang County, Hunan, about how he went about selling his wife, Yin Shi, in 1776:

My father is blind in both eyes, my mother is old and ill, and I have no brothers; my household is very poor and I can't support them properly. So in the 2nd month of Qianlong 40 I talked it over with Yin Shi and told her I wanted to remarry her off to someone else, and she agreed. I also explained the situation to her older brother Yin Duren, and I asked my lineage members Wei Xixue and Wei Jisheng to act as matchmakers.

It turned out that a single man from a nearby village, Su Benliang, wanted to take a wife, and he had already asked Wei Xixue and Wei Jisheng to make inquiries on his behalf. (From this detail, it seems likely that these two men already had a reputation for performing such services.) The match was quickly made:

They negotiated an agreement to marry Yin Shi to Su Benliang as wife for a brideprice of 30 taels of silver. On the 8th day of the 3rd month I wrote a marriage contract and asked my uncle Wei Jingshi to list his name on it in the role of "zhuhun," and my wife's brother Yin Duren also wrote his mark on it. Su Benliang gave me the brideprice, and then he took Yin Shi home in marriage.
Since Wei's own father was incapacitated, his uncle Wei Jingshi (60) was the closest senior member of his lineage in a position to act, so he was an ideal person to legitimize the transaction by agreeing to *zhuhun*. He and the matchmakers all acted for free, since the seller was their poor kinsman and the buyer was a friend.

In this case, the seller took the initiative to make sure that everyone concerned would consent to the sale, but he also secured their active complicity by having senior members of both his own family and his wife's witness the contract. He certainly could not be accused of any deceit. Witnesses' testimony suggests that Wei Zhongde was a decent man caught in an unfortunate situation that was by no means his own fault.39

An 1819 case from Jin County, Shengjing, involved a similarly conscientious seller. Li Xi (42), a landless peasant who made a living through short-term agricultural labor, was married to Guo Shi (39); they had two sons (aged 11 and 2). This family had always been very poor, but in the autumn of 1818 conditions worsened when Li fell down with "thigh pain illness" and could no longer work. With the onset of winter, the family was reduced to begging, and Li confided in his uncle Li Hongmei (68), who had raised him, that if his family was to survive he would have to sell his wife. (Note his willingness to sell his wife but not his sons; there were no daughters in the picture.) Li Hongmei gave his consent, and since he had acted to *zhuhun* Li Xi's marriage in the first place, he agreed to perform this role again.

Then Li Hongmei asked his friend Hou Jun to act as matchmaker, and Hou agreed to perform this service for free. He happened to know a man in a nearby village named Yan Xin (56) who was a childless widower and wanted to remarry. Hou and Li Hongmei visited Yan's home and negotiated an agreement whereby Yan would buy Guo Shi as wife, and she would care for her infant until he was old enough to return to his father.

Having reached this point in the transaction, Li Xi visited his father-in-law, Guo Tianwei (58), to explain the exact terms of the proposed sale of his daughter, and asked permission to proceed. Guo agreed—as he later testified, "since I couldn't help him myself, I didn't try to dissuade him." This discussion took place first thing in the morning on the chosen day; later that same day, the matchmaker brought the prospective buyer Yan to Li Xi's home to meet Guo Shi. For Yan, the purpose of this visit was twofold: to make sure that Guo Shi did not object to marrying him, and to assess her age and health. The visit was a success, and since Yan had bought his money, they immediately drew up a contract and made the exchange.

Here we see both seller and matchmaker proceeding in a transparent and honorable way. They secured the consent of senior members of both the seller's and the wife's families, made sure that everyone clearly understood the terms of the transaction, and invited the prospective buyer to verify in person that he was not being cheated.40

In a 1762 case from Luling County, Jiangxi, Wu Rongliang (25) decided to sell his wife of six years, Chang Shi (23), because "we were poor and my wife often quarreled with me." She readily agreed ("we often went hungry, and I couldn't stand it any longer"), so he notified her family, who consented, and, in exchange for his promise of 10 percent of the brideprice, Chang Shi's grandmother agreed to *zhuhun*. Evidently, it was very important to Wu Rongliang to secure the participation of his in-laws. Then Wu engaged two professional matchmakers: a man, Zhou Heyou (40), and a woman, Chen Fengzhu (50), who worked as a team.

The matchmakers' first act was to confirm in person that the woman and her natal family had really given their consent. As Zhou later testified,

I went to ask Chang Shi and her grandmother Wu Shi about it, and they both confirmed that they were willing. Only then did we open negotiations with Xiao Qinbei, who offered a brideprice of 52 taels. On the 20th, Xiao Qinbei paid 25 taels in advance, and Wu Rongliang drew up a marriage contract. At that time his wife's younger brother, Zhang Kongjian, was present and he wrote his mark on the contract, and Wu Rongliang gave him 5 taels of silver. It was agreed that the rest of the brideprice would be paid on the 22nd at the Wu lineage's ancestral temple, and that time a day would be chosen for [Chang Shi] to go to [Xiao Qinbei's] home and consummate the marriage (guo qin).41

Chang Shi's uncle also witnessed the contract on behalf of the natal family. Negotiations later fell through, however, because her brother Chang Kongjian suddenly demanded a larger share of the brideprice. The matchmakers had been promised an unknown fee to be paid after the transaction, but they were never paid.42

We find a final example of a conscientious matchmaker in a 1749 case from Huairan County, Zhili. Zhang Xingzi and his mother, Zhang Cui Shi, decided to sell his wife, Liu Shi, because they were poor and the marriage was unhappy. (Zhang was serving as a soldier in Zhangjiakou and was seldom at home.) So Zhang Cui Shi asked one Hou Xian, who "has long made matches for people," to seek a buyer on their behalf. As he later testified, Hou at first hesitated to arrange the marriage of a "wife of a living husband" (huoren qi), but since the seller's mother and maternal uncle "were both willing to *zhuhun*, I decided it must be all right." Hou Xian already knew of a potential buyer: he had recently been approached by a peasant named Di Huaixi, who was trying to find a wife for his friend of his, a sinicized Mongol known as Zhao Qiling. Zhang Cui Shi gave the matchmaker a "divorce contract" (*xiu shu*) that her son had written, and Hou took this to show Di and Zhao. Zhao agreed to pay a brideprice of 8 taels of silver.

Before finalizing the sale, however, the matchmaker made a point of visiting Liu Shi's cousin Gao Liding to seek his approval as representative of her natal family (her own parents were dead and she had no brothers). But since Gao was Liu Shi's cousin on her mother's side, he did not dare to authorize her sale; instead, Gao
took Hou Xian to see Liu Shi's paternal uncle Liu Zhaoji, who was her closest senior relative on her father's side. Liu Zhaoji gave his approval, saying that "under the circumstances, it would be best for her to remarry in order to avoid suffering." With the blessing of Liu Shi's uncle, Hou proceeded to finalize the sale. The full brideprice went to the seller and his mother; the matchmaker acted for free, and the natal relatives asked for nothing.22

**Exploitation by Unscrupulous Matchmakers**

Not all matchmakers were sympathetic friends or honorable members of the community. Some were professionals, and they stand out in the case records for profit-seeking and downright exploitative behavior.

In an 1820 case from Ba County, an impoverished man named Wu Gui decided to sell his wife, and he asked his landlord, Zeng Gui, for help; Zeng in turn introduced Wu to a woman in Chongqing named Chen Li Shi who made a living as a matchmaker. Chen Li Shi agreed to help in exchange for Wu Gui's promise in writing to demand no more than 6000 cash, to grant her complete discretion over the negotiations, and to shield her from any trouble that might subsequently arise. The practical import of these terms was that the matchmaker could keep anything over 6000 cash as her commission. Indeed, as Chen Li Shi later testified, "four days later, I arranged for Chen Qifa to take Wu Gui's wife as his wife, for a brideprice of 10,000 cash. Wu Gui received 6000 cash, and the remaining 4000 cash served as the matchmaker fee."

This case is an example of how a man trying to sell his wife might become vulnerable to exploitation, especially if abstracted from his own community (cases involving exploitation by unscrupulous matchmakers often involve peasants who have come to town, as seen here). A matchmaking commission of 40 percent was outrageously high, compared with the great majority of cases in my sample. But this case is by no means unique. In an 1827 case from Ba County, one Yang Huaxian came down with a "crippling illness" and fell into poverty; he decided to sell his wife, Da Shi, so that they could "survive." He engaged a pair of professional matchmakers in Chongqing, Feng Liang Shi and his son, Feng Er, who negotiated to sell Da Shi to a man from Hejiang County as wife, for a brideprice of 18,000 cash. Out of the brideprice, Yang Huaxian received only 6000 cash, with the remaining 12,000 being kept by the matchmakers as their commission. As in the previous example, the seller had accepted the matchmakers' advance guarantee of 8000 cash, not realizing that they planned to negotiate a far higher price and pocket the difference.24

An 1887 case from Nanbu County illustrates a different sort of exploitation by a matchmaker, who in this case was a stereotypically thuggish yamen runner acting in collusion with an innkeeper. A young peasant named Xiang Dengping (18) was detained by county runners in connection with the arrest of his father for theft. He and his wife, Zhang Shi, were taken to the county seat and lodged at an inn near the yamen, where they were required to stay (at their own expense) until summoned by the magistrate. The innkeeper was an intimate of the runners, and he regularly provided lodgings for people summoned to court or released under guarantee, no doubt in exchange for paying kickbacks to the yamen staff. Over the next few months, the couple ran up an inn bill of seventeen strings of cash, and when they were finally told that the court no longer needed them (without ever having been summoned to testify), the innkeeper refused to let them leave until they had paid their bill. By this time, Xiang's father had been transferred to the prefectural seat for retrial, and the couple had no money left.

At this point Zhao Quan, the runner in charge of young Xiang's case, intervened by offering to act as matchmaker and sell Zhang Shi in order to clear the debt. Under great pressure, Xiang reluctantly agreed to accept twenty strings of cash for his wife—that sum would pay his bill and leave a little extra for travel expenses so he could return home. Zhao then arranged to sell Xiang's wife to one Song Ronggao for a brideprice of thirty-six strings of cash, which Song paid to Zhao. Zhao then paid off the couple's bill at the inn, gave Xiang three strings of cash, and kept the remaining sixteen strings for himself as his matchmaker's commission.

Xiang later filed charges accusing the yamen runners and the innkeeper of forcing him to sell his wife and then stealing his brideprice. In testimony, Zhao Quan claimed that he had simply been trying to help Xiang, but the magistrate was having none of it. He saw the seller and his wife as patsies who had been fleeced by predatory runners in collusion with the innkeeper. He ordered Zhao Quan beaten and dismissed, and also made him pay Xiang the sixteen strings of cash he had appropriated. The magistrate did order Xiang slapped for "selling a divorce" but also returned Zhang Shi to him. Buyer Song Ronggao was not punished, aside from losing the entire brideprice along with the woman.25

"Taking a Look"

Many of the steps in arranging a sale were designed to minimize risk. In the same vein, it was common for a buyer to insist on seeing the woman himself, and this act of looking played a crucial role in closing a deal.26 (The practice was common in widow remarriage as well.)27 It is not always clear exactly what happened in such encounters, but testimony emphasizes the visual aspect: "to look" (kan), "to take a clear look" (kan ming), "to take a look for purpose of marriage" (kan qin), and so on. Thus, in the 1819 case from Jiu County, Shengjing, cited above, the prospective buyer visited the seller's home with the matchmaker and "saw Guo Shi's face". Pleased with what he saw, he agreed to his husband's terms.28 But in 1837 case from Dind Independent Department, Zhiyi, a deal fell through because the prospective buyer did not like what he saw.29
What were buyers trying to see, when they "looked" at these women? All the evidence suggests that a woman's age, as an index of her likely fertility, was by far the most important factor in determining her desirability for prospective buyers. In contrast, whether a woman was beautiful seems to have been irrelevant in all but a very few transactions. The few references to beauty appear in just two contexts: the market for concubines and the market for prostitutes, both of which are found at the high end of the price scale in wife sales. There was a clear sense that an unusually attractive woman might fetch a high price because of this specialized demand. In a 1743 case from Wuwei Department, Anhui, a man persuaded several people to help arrange the sale of his wife by telling them that, because she was very attractive, they "should be able to sell her as a concubine for 60 to 70 taels" and promising them a share. In the end, however, they found no one willing to pay that much, and the seller ended up accepting a mere 25 taels from a single peasant who wanted a wife.49

Occasionally, men bought women ostensibly to serve as wives but in fact with the intent of either pimping them or reselling them into prostitution, and these women are invariably described as young and attractive. An example is a sale that took place in Gu'an County, Zhejiang, in 1860. This woman was sold ostensibly to be the buyer's wife, but he had other plans for her, in which her looks did play a role: "I saw that Jia Ernai was young and beautiful (shao ai), and realized I could make a lot of money by making her sell illicit sex." After paying her husband a "body price" of 300 strings of "capital cash" (jing qian)—the equivalent of 150 strings of standard cash—he took her to the more lucrative market of Beijing to pimp her, and he did succeed in making a lot of money. This case is an example of the high-end scenario in which a pimp paid a high price for a young, attractive woman to serve as a prostitute.45 Similar examples can be found elsewhere in China. In an 1873 case from Bai County, a yamen runner decided to sell his wife because of poverty and asked two female matchmakers to help. They saw that his wife was "young and beautiful" and agreed, planning to take her downstream to Fuzhou and sell her into prostitution. The wife was willing to be sold, but when she learned what the matchmakers had in mind, she ran away and filed charges.46

I have no evidence of beauty (or, for that matter, ugliness) playing any role in the broad mainstream of wife sales, in which buyers were men of modest means looking to acquire a relatively inexpensive wife, as opposed to a concubine or prostitute. Even in the examples cited above, testimony paired a woman's looks with her age in a formulaic way ("shao ai" means "young and attractive"), suggesting that beauty (or its lack) was defined in terms of age and significant primarily as a reflection of age. Instead, the most common reasons for buying a wife were the ones cited by a Sichuan peasant in 1796: "to manage the household and try for a son" (shijia qiu zi). Therefore, a woman's fertility and health were paramount considerations—and her age, as a likely correlate of fertility, played a major role in whether a man would buy her and how much he would pay. The late thirties appear to have served as a rough marker of the end of a woman's reproductive years: 40 sui (i.e., 38 or 39 years old) is often mentioned as an upper limit. Arthur Wolf calculates that the mean age of last birth among Chinese women in pre-modern times was 38 years old (i.e., 39 or 40 sui), and many peasant women stopped menstruating even earlier, in their early or mid-thirties.47

Thus, in a 1754 case from Youxi County, Fujian, the buyer testified approvingly about a woman's relative youth. The woman in question was just 35 sui (33 or 34 years old), but his specific word choice is significant: "I saw that Wang Shi wasn't yet 40 sui, so I agreed to buy her."48 In contrast, in a 1757 case from Pingyao County, Shanxi, the buyer was willing to pay only the "low price" of 20 taels for a woman of 37 sui because "I saw that she was already pretty old."49 As these comments suggest, a woman's actual number of years mattered less than a buyer's subjective appraisal of how young, healthy, and fertile she appeared.

Older women might be hard to sell. In an 1808 case from Heyang County, Sichuan, the would-be seller had difficulty finding a buyer for his 41-sui wife: "Everyone thought Zhou Shi was too old, and nobody would accept her in marriage."50 In an 1805 case from Yuexi Subprefecture, Sichuan, a destitute husband hoping to sell his 48-sui wife in order to secure her survival managed to do so only by accepting a purely token brideprice of 1000 cash.51 When older women did sell, special considerations played a role. In a 1760 case from Dunchang County, Shanxi, a wife of 45 sui fetched the respectable price of 28 taels because of her excellent record of fertility: she had borne her first husband five surviving sons, and her buyer hoped she could still bear him a son as well (evidently she looked young and vigorous enough to persuade him that this was possible).52 In contrast, in an 1819 case from Huoshan County, Anhui, a woman of 47 sui managed to sell (albeit for what was termed a "very low price") only because the buyer needed help caring for his elderly parents; for this man, procreation was secondary.53

Failure to "take a look" could lead to unpleasant surprises. In a 1747 case from Jian'nan County, Fujian, peasant Fan Aichi offered to sell his wife, Miao Shi, for just 6 taels, and the matchmaker had no trouble finding a buyer named Wei Guangchun (a peasant who, at 37 sui, had never married). But Wei neglected to visit Miao Shi, and when she was delivered to his home he discovered that she was desperately ill with tuberculosis. He tried to force her husband to take her back, provoking a homicidal brawl.54

THE WIFE SALE CONTRACT

Once the terms had been agreed, the matchmaker(s) would host a meeting to draw up the contract and exchange it for the brideprice. The woman herself was not usually present at this meeting, but once the exchange had been made, the matchmaker would schedule her delivery to the buyer's home.55
Anthropologist Myron Cohen has pointed out that contracts from Qing-dynasty Taiwan documenting "marriages deviating from the ideal" resemble contracts for the sale of land or other property far more than they do regular marriage contracts. The reason, he argues, is that "ritualization" is absent in such alliances and so "the particular interests of the parties to a marriage cannot be satisfied on the basis of the assumptions and expectations expressed and confirmed through the prestiged (sic) marriage ritual." Therefore, the terms had to be spelled out concretely and in great detail. Cohen cites the example of uxorilocal marriage, which was legal but stigmatized.64

Cohen's observation is certainly correct. But the parallel between contracts for land sales and wife sales is so exact, as if one served as template for the other, that it suggests a specific connection between land and wives in the male peasant imagination.

The Land Sale Contract as Template for Wife Sale Contracts

The basic structure and language of contracts for land sales were uniform throughout prerevolutionary China.65 The phrases quoted here come from eighteenth- and nineteenth-century contracts from Shanxi that are in the author's private collection, but they are typical of such documents found all over the country. A land sale contract is always written in the voice of the seller and bears his or her mark (a cross or "x" for men, sometimes a circle for women). It begins with the phrases "Zhang San (i.e., the name of the seller) hereby establishes this sale contract" (li mai qi ren Zhang San) and "the situation is as follows" (qing yin, or simply yin). Next comes an explanation that economic hardship has forced the seller to resort to the regrettable measure of selling ancestral land. Sometimes this explanation is perfunctory, such as "I have difficulty" or "I have no food," but often it is more specific, such as "the harvest failed, so we have nothing to live on." The apparent premise was that for a peasant to sell land was an undesirable and perhaps shameful measure to be taken only reluctantly. (Similar explanations appear in contracts for widow remarriage, uxorilocal marriage, the sale of children, and even household division, because all of these transactions violated normative ideals to some degree.) Such language reinforced the feeling that a peasant compelled to sell his land was the loser in an inherently unequal transaction.

Next comes a statement that the seller has agreed through mediators and before witnesses to sell a given piece of land (its dimensions and location are recorded) to the named buyer, for what all have agreed is a fair market price (the amount is stated precisely). A contract for absolute sale (jue mai or si mai) then states that the sale price has been paid in full: for example, "on this day, silver and land have been openly exchanged, the full amount has been paid and nothing more is lacking." or "the money has been paid in full and I have received it in person, nothing more is owed." The aim of this language is to preempt future demands for more money, and most wife sale contracts contain nearly identical language. There often follows an explicit statement that the transaction is voluntary, without deceit or coercion, such as "in this transaction both parties are acting of their own free will, and there has been no pressure or coercion or anything else of that sort." Next comes the seller's guarantee against future trouble: for example, "if anyone should challenge or obstruct this sale then the seller will take full responsibility by himself." This last phrase—"the seller will take full responsibility by himself" (mai zhu yi mian chengduang)—is especially common. Land sale contracts often guarantee against interference by members of the seller's lineage (who would have had a right to first refusal when the land was put on sale), and in wife sale contracts, similar language guarantees that the seller (and sometimes the matchmaker) will protect the buyer from interference by either the seller's family or the woman's natal family. Finally, every land sale contract closes with some version of the following boilerplate: "fearing that spoken words alone are not reliable, I hereby establish this sale contract to serve as proof" (kong kou wu ping, li ci mai qi wei zheng). The same language is found in almost all wife sale contracts. There follows the date, the name and mark of the seller, and the names of mediators and witnesses.

Examples of Wife Sale Contracts

Details vary, but land sale contracts all follow this format, as do wife sale contracts. Some wife sale contracts are short and straightforward; others are more elaborate, occasionally exhibiting some literary pretension. The terms used to refer to such documents vary: some are euphemisms, such as "marriage contract" (hun shu), "divorce contract" (xiu shu), and "remarriage contract" (gaifung qi), whereas others are explicit, such as "wife sale contract" (mai qi qi). But all can be identified as contracts for wife sale because they name the buyer and specify the sum he paid for the woman.

The following two examples, both transcribed in xingke tifen, are typical of basic, minimalist contracts for wife sales. The first, dated 1750, is from Jiayang County, Shandong, on the north China plain:

I, Wang Zhiun, hereby establish this sale contract (mai qi). The situation is as follows: Because I can no longer get by, I have asked matchmakers Luo Yong, Wang Shibao, and Jiang De'an to negotiate an agreement to sell my wife Jiang Shu to [widower] Wang Gongli as his replacement wife (qi qi), for an agreed price of 10,000 cash. This amount has been paid face-to-face, and I have willingly accepted it, without any coercion whatsoever, and therefore I establish this sale contract for [Wang Gongli] to keep as proof.

Done, on Qianlong 15.3.36, by Wang Zhun, who establishes this sale contract [mark].

Matchmakers: Luo Yong, Wang Shibao, and Jiang De'an
Witnesses: Village Head (xing) Xun Xe'nan and Rural Agent (xiangyue) Yang Xiren.
Both buyer and seller in this case were peasants. An interesting feature of this contract is that three village notables (including two rural agents) are listed as witnesses and "verifier" of the contract; moreover, the matchmakers included members of both the seller's and the wife's families (the Wangs and the Jiangs).

The second example, dated 1767, is from Nanhu County, Jiangsu, near Shanghai:

I, Gu Shi, hereby establish this contract to sell my wife (mai qi qi). The situation is as follows: My household is poor and we cannot survive, so now I am willing to sell my wife, Su Shi, to Chi Chao to be his wife. I have received 4000 70% cash, and now Su Shi will follow him into his household and join him in marriage. Both of us are acting of our free will, and we will never go back on our word (yung wu yi yen). Fearing there will be no proof, I hereby establish this contract as proof.

This contract to sell my wife is established on Qianlong 31.12.26 by Gu Shi [mark] Witnessed by Su Chuangqian (mark), Zhang Daguans (mark)

This contract was actually written by the seller, who had somehow managed to acquire some literacy, even though at the time of sale he was a homeless laborer; the buyer was a peasant who at the age of 52 sui had never married. The witnesses were the woman's father and the seller's employer, who also acted as matchmaker. Like so many wife sales, this one took place just before the New Year, when debts fell due.

Both of these contracts are short and relatively free of boilerplate, but both follow the basic format of a land sale contract and contain the common features found in wife sale contracts throughout China during the Qing and Republican eras: the contract is written in the voice of the seller; he begins with a tale of hardship in order to justify the unfortunate necessity of wife sale; he gives the name of the buyer and the amount of brideprice agreed by the parties; he confirms that this sum has been paid in full, and that he has received it in person; and, finally, he affirms that he is acting voluntarily and provides this contract to the buyer as proof. In the Nanhu County example, the seller further promises never to go back on his word, and such promises are another common feature of wife sale contracts. Each concludes with the seller's name and mark, along with names and marks of matchmaker(s), witnesses, and (if applicable) the scribe. Nearly all the wife sale contracts I have seen bear a cross or other personal mark after the seller's name, as well as his handprint and sometimes his footprint.

The following is a longer, more detailed specimen from Ba County, dated 1808:

I, Deng Zongqin, hereby establish this contract for voluntarily marrying off my wife (ziyuan jia qi). In years past I took Zhou Shi as my wife, and we were matched in childhood. But now the two of us no longer wish to stay together, because the harvest has failed and it is difficult to survive. Having no other choice, her family and mine have discussed the situation and decided that the two of us should separate in order to survive. We have invited Luo Gu to act as matchmaker, and he has negotiated for me to marry off Zhou Shi, who herself is perfectly willing (zi xianggan qing-yuan), to Wu Rongzhong as wife. Through the matchmaker, Mr. Wu has agreed to pay a brideprice of exactly 8000 cash. On this day, Mr. Wu has paid that amount in full, and I, Deng Zongqin, have received it with my own hands; nothing more is owed me. Since I have authorized this marriage, Mr. Wu is now entitled to take Zhou Shi as his wife. No one from the Deng family or Zhou Shi's natal family, regardless of whether they are now present or not, or whether they are old or young, nor any other relative of either lineage, may say anything different or otherwise interfere. The three families (i.e., Deng, Zhou, and Wu) are perfectly willing to agree, and there has been no coercion or deceit of any kind. Fearing that spoken words alone are not reliable, I hereby establish this contract voluntarily authorizing my wife to marry, for Wu Rongzhong to keep forever as proof.

This contract portrays the decision as undertaken by husband and wife together, in consultation with both their families. Here we see the tension inherent in these transactions between woman as agent and woman as commodity (to be explored in Chapter 7). In addition, the seller guarantees that no one from either family will interfere. The contract is dated Jiaqing 11.12.15 (just before the New Year) and bears Deng Zongqin's mark (a cross), followed by names of the matchmaker, scribe, and five other witnesses, along with Deng's left handprint and left footprint. His hand was cupped to leave a blank space on the paper inside the palm, in which are written the characters "perfectly willing" (xianggan). The contract was folded in half along its vertical axis after the text was dry but the hand and footprints were still wet, so that they transferred to the right half of the document. In other words, the document was given to the buyer immediately after the hand- and footprints were applied, thus being the final act in the transaction after the money had been handed over. The magistrature later canceled this contract by drawing a circle through its text in red ink.

A fourth example, from Zhanghua County, Taiwan, dated 1891, is more elaborate than the other three, but it exhibits the same basic features:

I, Huang Ji, of Gouwei Village, Banzian Bao, in Zhanghua County, hereby establish this contract to sell my wife (mai fu zi). In the past, I went through a matchmaker to take Xiao Quenqi as wife, and now she has reached the age of 16 sui; without bearing any children. My wife and I quarrel night and day over the most trivial things, without any resolution. The reason is that we are very poor and have trouble getting our daily food. Now, since I am short on money to cover my expenses, I am voluntarily willing to marry Xiao Quenqi off to another man. I have engaged matchmakers to sell her in marriage to Zhou Hao, of Quanzhousi Village, located in the same Bao, to be his wife. With the matchmaker present, and in accordance with current market
prices (yi shi zhi), we have negotiated a wife-sale brideprice of exactly 30 large silver yuen, and this amount has been paid in full in the matchmaker's presence. Since Xiao Queniang is sold to Zhou Hao as wife on this auspicious day, the two of them will be husband and wife forever, to bear sons and grandsons, all of whom will belong to Zhou Hao (ri hou sheng zi chuan sun xi Zhou Hao zhi wu), and will have no connection whatsoever to Huang Ji, who may not dispute this agreement or cause any other trouble or complication. After this sale, Huang Ji will have no connection with Xiao Queniang. There is no question about Xiao Queniang's prior status or about the exchange taking place today or any other obstacle. In case of trouble, Huang Ji will step forward to take full responsibility, without involving Zhou Hao in any way. This agreement is completely voluntary for both parties, and neither will have any change of heart. Now, in order to have evidence of this agreement, I hereby establish this wife-sale contract and give it to Zhou Hao to keep as proof.

Note: on this day brideprice of exactly 30 large yuen of silver mentioned in this wife sale contract has been paid in full in the matchmakers' presence.

The contract closes with the names of three matchmakers (one of them the seller's brother) and the scribe, along with their marks, and the name and mark of seller Huang Ji (the scribe has an elaborate huaya signature, the others each have a circle with a dot inside). It is dated Guangxu 16.12—again, just before the New Year.46

This Taiwan contract is refreshingly free of euphemism, with its repeated use of the verb "sell" (mai) and its reference to "current market prices" (which closely mirrors the language used in many land sale contracts). The statement that sons and grandsons born in the future will belong to the buyer, if translated literally, actually says that they will be his "things"—wa—a term that usually refers to material objects. The contract is also striking for its frank account of marital discord exacerbated by poverty, which suggests that this wife wanted to leave her husband at least as badly as he wanted to sell her; this account strongly resonates with the testimony found in many legal cases.

These four contracts represent the north China plain, the Yangzi Delta, Sichuan, and Taiwan, and they span nearly a century and a half. Their details vary, but they follow a common pattern, and in their basic features and some of their specific wording they closely resemble each other. They (and dozens of other examples) show that wife sale contracts were part of the uniform vernacular contract culture found throughout China Proper before the revolution. This uniformity underscores the fact that wife sale was not an isolated or particularly exceptional phenomenon but rather a widespread, routine transaction governed by well-known customary norms and rules.

**Drafting the Contract**

As these examples show, a wife sale contract had to be written in the voice of the husband and narrated in the first person in order to demonstrate his consent to the transaction. Ideally, the seller would actually write the contract himself. Several cases record that the seller copied a draft written beforehand by a scribe, underscoring the symbolic importance of the seller's own hand. But, given the ubiquitous illiteracy among the poor, it was usual for a literate acquaintance or a hired scribe to write the contract, which would be formalized by the seller's mark and handprint.48

Most contracts are written in the clear hand of a scribe, who is identified by name after the list of witnesses' names. But examples written by the sellers themselves do survive: written in a childish, untutored hand, these documents are full of errors (characters are written incorrectly or replaced by homonyms of different meaning), and can be difficult to puzzle out. In an 1867 contract from Baodi County, for example, the seller has written "mei" (meaning "plain") for "hui" ("regret") and has substituted "mu" ("mother," but which resembles the character "mei" meaning "every") for "mei" ("matchmaker"); the text contains other errors, and the whole document is written in an uncertain scrawl, suggesting the effort of a marginally literate person to write down words being dictated, or perhaps to copy a model text.

Regardless of who actually set brush to paper, it was absolutely critical that the seller himself apply his personal mark to the document in order to approve and actualize the agreement. This mark would be a cross or "x" under the seller's name, almost always supplemented by his inked handprint and sometimes his footprint as well. These personal marks of the seller constituted the crucial element of a wife sale contract, and if necessary they carried contractual force even in the absence of written text. For example, in a 1740 case from Qishui County, Hubei, both seller (a migrant laborer) and buyer (a peasant) were illiterate, and no matchmaker or scribe was available, so they negotiated directly, and in lieu of a proper contract, the seller gave the buyer "a piece of paper with a handprint and a footprint." This case is by no means unique.47

The application of the husband's handprint to contracts for marital separation (and, more generally, of the seller's handprint to contracts for the sale of persons) has a long history in China, dating back to the Song dynasty and perhaps earlier.48 A number of Ming sources document this practice. For example, during the Jiajing reign (1522–66), a "statute applied by analogy" clarified the procedure for a valid divorce:

If husband and wife do not get along and are willing to divorce, they shall be allowed to do so. The divorce contract must be written by the husband himself, and must bear his handprint with his signature or mark written in the gaps between the fingers. A family member or the original matchmaker may write the contract for him only if he cannot write.49

Some Qing wife sale contracts bear similar iconography: between the fingers of the handprint or within the blank space created by cupping the palm of the hand, one
finds such phrases as “voluntary and acting of my free will” (xinggan qingyuan). Another Ming example appears in a collection of cases published in 1692 by the official Su Maozhang. In this case, a wife sale was followed by attempted extortion and the filing of false charges against the buyer by the seller. Su notes that a contract bearing the plaintiff’s handprint proved that he had sold his wife voluntarily. The handprint on a wife sale contract had nothing to do with the modern forensic purpose of using fingerprints to identify an individual. The handprints are usually heavily inked and solid black, so they could not have been used for this purpose anyway, and in some variations one finds an outline of the hand with writing inside, instead of an actual print. Rather, the preparation of the contract constituted a public ritual before witnesses named in the contract. This ritual climaxed with the physical act of placing the handprint, an act that embodied the husband’s voluntary agreement to the sale. According to Tai Yen-hui, “the palm would be completely opened to show that the husband would not reconsider and try to reclaim his wife.” The power of this ritual is attested by the vivid appearance of such documents: one feels intensely the presence of the man who, by affixing his dripping inked hand to paper, made his wife’s sale final.

An 1825 case from Huan County, Gansu, illustrates the ritual significance of the handprint in sealing a wife sale. In this case, peasant Chang Erhu (26) found himself entrapped into selling his wife, Li Shi. Chang had already divided his own deceased father’s household with three brothers, and he was very poor. Li Shi’s father, Li Chengfang, who was very fond of her, worried about Chang’s ability to support her (in Chang’s words, “Li Chengfang resented that my poverty made his daughter suffer, and he wanted to marry her off to someone else”). Li often asked Chang Erhu to divorce her and “return” (tui) her to her natal family, but Chang refused. Finally, when Li Shi came back to her natal home for a visit, her father kept her there, and when, after a month, Chang came to fetch her, Li Chengfang would not let her leave.

In the meantime, Li had engaged a matchmaker who arranged for a mutual acquaintance from a neighboring village, Guan Dapeng (59) to buy Li Shi as a new wife for his son (whose first wife had recently died). Guan (who was unaware that Chang Erhu had not consented to sell his wife) agreed to pay 6 taels of silver, which would constitute an exact refund of the brideprice Chang had originally paid for Li Shi when he married her. After a couple more weeks, Chang came again, and Li Chengfang made him agree to meet at the home of his brother-in-law Wang Keyi (the husband of Chengfang’s younger sister) to talk things over—separately, Guan had been told to be there at the same time to pay the brideprice and watch the marriage contract be drawn up.

Thus, when Chang Erhu arrived at Wang Keyi’s home, his father-in-law was waiting for him, along with the matchmaker and prospective buyer Guan Dapeng. For the first time, Chang was informed that his wife had been promised to another man; the brideprice Chang had originally paid for Li Shi would be refunded in full, but he had no choice in the matter. Chang reacted to his father-in-law’s announcement with shock and anger. Li Chengfang (who had prepared brush, ink, and paper) ordered Chang to write out a “wife sale contract” (mai qi wengqi) confirming the stated terms, but Chang claimed that he could not do so because he was illiterate, so Li wrote it for him. Once the contract was written, Li ordered his son-in-law to add his handprint and footprint to the document. Everyone present understood this to be the crucial moment, on which the success of the transaction depended—and Chang refused. Li began cursing him and tried to strike him. A fight ensued, in which Chang ended up stabbing his father-in-law to death.

The failure of Li Chengfang’s fait accompli reveals the assumptions customarily framing a wife sale. Despite his arrangements, success required the husband’s handprint; without it, no one would accept a contract as valid, and the transaction could not proceed.

If, after selling his wife, a man filed false charges against her buyer in an attempt to extort more money, the buyer might call his bluff by presenting the handprint contract in court. The contract constituted evidence of the crime of wife-selling, to be sure, but it also proved that the seller had acted voluntarily and therefore was equally culpable. A seller might try to preempt this defense by explaining away his handprint on the contract. Thus, in an 1825 case from Ba County, Li Dazhi filed charges against the Qi brothers, Youdong (who had acted as matchmaker) and Youliang (the buyer), accusing them of tricking him and forcing him to sell his wife. According to Li’s indignant plaint, the Qi brothers had gotten him drunk and taken advantage of his illiteracy and naïveté by inking his hand and pressing it onto a piece of paper without explaining what they were doing. Only later, after sobering up, did Li realize that he had unwittingly sold his wife. That was Li’s story—but the magistrate was not impressed.

Once the seller had affixed his handprint, he would give the contract to the buyer along with the woman, in exchange for her brideprice. Some contracts describe this exchange explicitly: a specimen from Nanbu County dated 1866 contains the following statement: “Here the husband has clearly placed his footprint and handprint. With his left hand he delivers the woman, while with his right hand he receives the money.” The contract would stay in the possession of the buyer as his title deed to the woman (sometimes referred to as her “body contract,” shen qi). In this respect, too, wife sale contracts resembled land sale contracts, which functioned as title deeds to the sold land.

Many cases illustrate how seriously people viewed this function of wife sale contracts. For example, in a Ba County case from 1821, the woman’s new husband became so weary of the seller’s demands for more money that he convened a meeting where, before witnesses, he destroyed the contract and then returned the woman to her first husband without demanding a refund. This destruction
symbolized the second husband’s renunciation of the woman, which eight witnesses confirmed in an affidavit that he kept in place of the contract.78

If a sold wife was unhappy with her new husband, she might try to destroy the contract that documented his claim to her. In a 1754 case from Jinyun County, Zhejiang, Ge Shi burned her sale contract and then confronted her buyer with this fait accompli, demanding that she be allowed to leave him and return home. She threatened that, if he tried to stop her, she would file charges against him for “breaking up her marriage in order to steal a wife who already has a husband.”79 In other cases, women who ran away from their buyers first stole and destroyed their contracts, apparently on the assumption that without such documents these men could not force them to return.80

In an 1862 case, an unhappy wife filed charges at the Ba County yamen to stop her husband from selling her; as soon as the transaction was complete, she had managed to steal the contract and run away to the yamen, where she presented it in evidence.81

Finally, a number of cases record dramatic scenes in which someone intervened at the last moment to stop a sale by seizing and tearing up a contract that had just been drafted. Predictably, this maneuver would provoke uproar.82

A Summary Example

The following case from Sha County, Fujian, memorialized in 1774, brings together many of the themes of this chapter. In this case, a man’s two attempts to sell his wife both failed, due to his failure to secure the approval of both families and the consequent refusal of the prospective buyers to finalize the transactions. Problems related to contracts also played a role, especially in the failure of the second attempt.

Peasant Chen Dequan (57) was orphaned at an early age and raised by his uncle Chen Qiwu, who provided him with a much younger adopted daughter-in-law, Lin Shi (23), for his wife. The couple had no children. Lin Shi later described her husband as a man who “liked to eat but was too lazy to work, and didn’t take care of our household.” The couple often went hungry and lacked proper clothing and other necessities. Finally, Dequan’s uncle Qiwu intervened; he could not support the couple himself, so he told Lin Shi’s older brother Lin Maoqing (the senior member of her natal family) to take her home for the time being. From then on Lin Shi lived with her brother, although Dequan often visited, staying for a few days each time.

Five months later, just before the New Year (in the early spring of 1772), Dequan decided that he should sell his wife. A barber acted as matchmaker, negotiating a deal whereby peasant Zheng Huashi (64) would buy Lin Shi as a wife for his son, Hongxu (29) (the case record does not give the brideprice). The Zhengs made a down payment of 2000 cash in exchange for a contract, with the understanding that Lin Shi would join the Zheng household at the New Year in exchange for the balance owed. Before taking that final step, however, Zheng Huashi insisted that the matchmaker secure the blessing of Dequan’s uncle, Chen Qiwu. But Qiwu did not approve, and instead he threatened to file charges against the Zhengs for “plotting to take a married woman in marriage” (mou qu sheng qin). When they heard this threat, the Zhengs canceled the deal. Unfortunately, Dequan had already spent their down payment, so the Zhengs retained the contract for security, saying they would surrender it only after getting a refund. According to Zheng Huashi, “That Chen Dequan was lazy and irresponsible and really poor, and even though I asked him many times to repay my down payment, he never gave me a single coin.”

Despite his uncle’s opposition, Dequan remained determined to sell his wife. Two months later, he managed to secure a second buyer. Peasant Liu Baolang had asked matchmaker Su Yulong to find a wife for his son Liu Tianfu (32), who had not yet married, and Su had heard that Chen Dequan wanted to sell his wife. The Lüs agreed to buy Lin Shi for a brideprice of 40 taels, and a meeting was scheduled to make the final exchange. Dequan’s literacy was marginal, so he asked an acquaintance named Wang Weifan, who was a military licentiate (wusheng), to write out a draft contract stating the agreed terms (which Dequan related orally), and then Dequan painstakingly “copied this draft in his own hand to draw up the formal contract.” He then took this formal copy to the meeting where he would add his mark and handprint.

At the meeting, however, Liu Baolang refused to proceed. He had learned that Dequan had previously promised his wife to the Zheng family, and that the Zhengs still had a contract proving their claim to her. (Dequan and matchmaker Su Yulong had neglected to inform the Lüs of these facts.) Liu Baolang insisted that Dequan and the matchmaker retrieve the old contract from the Zhengs in order to ensure that the previous transaction had really been canceled. Also, when the new contract that Dequan had prepared was read out, Liu Baolang complained that no representative of Lin Shi’s natal family was listed as witness or guarantor, and instead of letting Dequan place his mark and handprint on it, he tore it up. Dequan assured him that Lin Shi’s brother Lin Maoqing approved the sale, but Liu would not take his word for it, and he demanded that a new contract be drawn up with Lin Maoqing as witness. Only after these conditions were met would Liu family discuss the matter further.

Shortly thereafter, Su and Dequan visited Lin Maoqing at his home and explained the situation. Su proposed that the other two accompany him to ask the Zhengs for the original marriage contract, but Dequan explained that the Zhengs would relinquish the contract only in exchange for a refund of their down payment, and he told Su to pay 2000 cash from the Liu family so that they could “redeem” the marriage contract from the Zhengs. Su replied that since Liu Baolang no longer trusted him or Dequan, he was unlikely to agree to pay 2000 cash in advance unless Lin Maoqing would go along and personally guarantee the money
(demonstrating his approval of his sister's sale). By this time, however, Lin Maoqing was thoroughly disgusted with his brother-in-law—"you already cheated the Zheng family out of 2000 cash, and now you are trying to cheat the Lü family too!"—and he refused to help. Dequan became very angry, and the two men got in a fight, which ended when Maoqing beat Dequan to death.80

This case illustrates several key points. First, one sees the importance of securing the approval of both the seller's family and the woman's natal family in advance of a wife sale. Chen Dequan twice attempted to sell his wife (and he did so locally, so word got around), but he acted behind the back of his uncle, who had provided him with a wife in the first place. His uncle's threat to file charges compelled the Zheng family to cancel the first sale, and, had Lü Baolong known of it, he certainly would have canceled the second sale, even in the absence of other concerns. Although Lin Maoqing did not try to prevent his sister's sale, he never agreed to play an active role, and when pressed to do so he refused. The lack of a guarantee from the natal family helped scuttle the second sale. In addition, all of these negotiations had taken place without Lin Shī's knowledge—Dequan was waiting until the last minute to tell his wife of his plan to sell her, and if she had refused to cooperate, it is unlikely that the sale would have succeeded, since she was living under her brother's protection.

Second, one sees the multifaceted significance of the contract and of the meeting at which the final exchange would take place. The Zheng family's retention of the first contract posed an insurmountable obstacle to the second sale, because everyone understood the contract to be a title deed to the sold wife. The special effort by Dequan to cook up a second contract from a rough draft demonstrates the importance of having it written by the seller himself if at all possible. But this document had no standing until it had been finalized at the face-to-face meeting with the buyer, matchmaker, and witnesses, when Dequan would make his mark and handprint in exchange for the brideprice. Instead, the buyer tore it up, because (even though he was illiterate) he wanted the natal family's approval in writing. This obsession with getting the contract absolutely correct did not relate to that document's standing in court. Rather, it was geared toward ensuring that the transaction was honest and above-board, in order to prevent future trouble.

THE PARADOX OF THE WIFE SALE CONTRACT

To conclude this chapter, let us note the apparent paradox of the wife-sale contract. In late imperial China, most contracts (for land sales, business deals, debt, etc.) were designed to be presented in court, if need be, in order to enforce the transactions they documented.81 In contrast, a wife sale contract documented a crime, and the only reason we have so many originals to study is that magistrates often confiscated them in the course of prosecution. In my sample of local cases involving illegal wife sales that went to formal judgment, magistrates canceled two-thirds of these transactions, and, in most of those cases, one or more of the parties ended up with a beating (see Chapter 11). Under the circumstances, it was risky to present a wife sale contract in court.

This fact raises the deceptively simple questions of what such a contract was really for, and how it was to be enforced. In this connection, I will make three points, all of which anticipate material covered in detail in later chapters.

First, a contract for an open wife sale was specifically designed to minimize the risk of any dispute ending up in court. As we have seen, a basic function of such a contract was to document the consent of the seller: It was written in his voice, ideally in his own hand, and confirmed before witnesses with his handprint. An equally important function was to ensure what we might call the "informed consent" of the buyer—that is, to make sure he knew that he was buying "the wife of a living husband" and that he and the seller had a clear understanding, without any deceit or coercion. Such documents often record that the seller, the buyer, the wife herself, and their respective families had all agreed to the transaction, and the seller would guarantee against interference from any quarter. The list of matchmaker(s), witnesses, and guarantors (sometimes including local notables) reinforced this point: if any dispute were to arise, the parties should consult the people on this list. The purpose was to preempt any misunderstanding that might lead to trouble and cause it to become an object of official scrutiny. Such contracts were designed not to "stand up in court" but rather to avoid ending up in court at all.82

That was the first line of defense—to ensure that any dispute would be mediated without resort to the courts. But most people knew that wife sales were illegal, and they also knew that such cases did on occasion end up in court. Often because sellers would file false charges against buyers in an effort to extort supplementary payments. Hence, the second line of defense was to protect the buyer against any accusation of forcing the husband to sell his wife, or of kidnapping or raping her, or of any other heinous capital crimes. If worse came to worst and the parties did end up in court, at least the buyer could prove the seller's complicity and culpability. In other words, a basic reason for having the contract written in the voice of the seller and confirmed with his handprint was to make it difficult for him to frame and blackmail the buyer later on.

The third point—and perhaps the most paradoxical of all—is that about a third of illegal wife sales that were subject to formal court judgment ended up being ratified by magistrates, who allowed the second marriage to stand. Generally speaking, it is axiomatic that courts cannot enforce a contract made for an illegal purpose,83 but, in these Qing cases, magistrates did precisely that. In these case files, we do not find the original contracts, because they were retained by the buyers: once a magistrate had ruled in this manner, the wife sale contract became, in
effect, a legitimate marriage contract. Such retroactive legitimization resolved the paradox of the wife sale contract.

How, then, was "legality" defined in Qing judicial practice? In these cases, "legality" as defined by a magistrate's judgment contradicted and overruled "legality" as defined by the Qing code. In routine cases involving "minor matters," Qing magistrates clearly had the authority and discretion to prioritize considerations other than codified law. (We shall examine this theme in Chapter 11.) Of course, two-thirds of the marriages resulting from wife sales did indeed end up being canceled, so the odds weighed heavily against a buyer who dared to take his contract to court. But we cannot rule out the possibility that some buyers were aware of the one-in-three chance that their marriages would be ratified.

Analysis of the Prices in Wife Sales

*Beat your wife, curse your wife, and if you run out of money then sell your wife (da lao po ma lao po, shou nei wu qian mai lao po).*  
—*Proverb from Hangzhou, late eighteenth century*  

How were prices in wife sales determined, and how much were they worth? I have collected dozens of wife sale prices from Qing legal cases, but their meaning is seldom transparent, and it can be difficult to determine their real value in local context. This chapter attempts to make sense of these prices and, in the process, to illuminate the economic logic of wife sales in comparison to the broader spectrum of marriage practices in late imperial China.

To estimate the real value of wife sale prices, I begin by comparing them to the prices of other basic commodities (such as agricultural labor, grain, and draft animals), both in the aggregate and in several focused case studies. Such comparison establishes a basic and important fact: with few exceptions, these transactions really were sales, which involved very considerable sums of money given the standard of living of most of the people involved. At the same time, it is clear that wife sale constituted a relatively inexpensive way to acquire a wife. Probably the main factor depressing the prices in wife sales is that, in most cases, the seller had to accept the first offer he received.

One finds a wide range of prices, especially in places of socioeconomic complexity like Ba County, with the highest prices being denominated in silver taels. In contrast, prices in a simpler and more typical locale like Nanbu County clustered in the mid-range and were usually denominated in cash (the typical medium of exchange between peasants). An analysis of the extreme ends of the price scale in Ba County reveals two very different kinds of logic that framed decisions and determined prices. Both extremes differ from the broad mid-range of prices found in most wife sales. In addition, since children often accompanied their mother into her new household, the terms of custody were a major factor in determining prices.
In this chapter’s final section, I use a few exceptional references to dowry to illuminate, by contrast, the economic logic of wife sales as a subset of the wider spectrum of “brideprice-heavy” marriage practices that prevailed among the poor. Most of the practices in this wider spectrum can also be seen as sale of one sort or another (and sometimes were explicitly labeled as such), because the price paid for a wife far outweighed the value of any goods she brought with her. As a rule, dowry was not a factor in wife sales, because the wives being sold had not brought dowry from their natal families into their first marriages; in effect, their parents had sold them. Major marriage with dowry was the normative ideal and a status symbol that advertised the morality and prosperity of its practitioners, who were unlikely to end up in the dire straits that usually triggered wife sales. As a corollary, it seems to have been taken for granted that, if a man had not bought his wife from her parents in the first place, then he had no right to sell her either. In other words, if marital separation occurred, its terms reflected the terms of the couple’s original marriage, and in the unlikely event that a major marriage with dowry did end in divorce, that separation would not likely take the form of a wife sale. But all the evidence suggests that the vast majority of marital separations took the form of wife sales (direct or indirect) and were motivated by poverty. In these transactions, as in the original marriages that preceded them, dowry played no role whatsoever.

AN OVERVIEW OF PRICES IN OPEN WIFE SALES

As a first approximation, let us survey the known prices and compare them broadly to what we know of other prices. Readers can find detailed price information in Appendix C; here I summarize the highlights.

I have many wife sale prices from both xingke tiben and local court cases. These two samples should be considered separately, because the xingke tiben come from all provinces of China Proper, whereas the local cases are concentrated samples from particular places (the vast majority from Ba and Nanguo counties in Sichuan). A limitation of both samples is that they are scattered over long periods of time, during which commodity prices, exchange rates (between silver and coin), and local socioeconomic conditions framing the traffic in women all presumably changed. For all of these reasons, it would seem unwise to use the aggregate data to draw any very precise quantitative conclusions.

Here we focus on the immediate cost of open, direct wife sales (i.e., not including fraudulent sales or compensated divorces, both of which are covered in Chapter 8): these prices represent the entire sum spent by the buyer at the time of the transaction, including the brideprice itself plus any fees paid to matchmakers, scribe, or other parties. I do not include any supplementary payments that may have been paid after the sale was finalized. Some prices are expressed in taels (silver being the usual medium of payment for large sums) and others in cash (the usual medium for smaller sums).

In xingke tiben from the Qianlong through early Daoguang eras, the average wife sale price in taels is 20.3, and the average price in cash is 13,700. We can get a sense of the real value of these prices by comparing them to annual wages paid to agricultural laborers found in xingke tiben from the same period: most were paid in coin and fell in the range of 3,000 to 7,000 cash; wages paid in silver averaged about 5 to 7 taels. In sum, the average price of a wife sale found in xingke tiben would have paid roughly two to four years’ wages for an agricultural laborer (see Appendix C.1).

We can compare wife sale prices in Ba County to the prices of oxen and unhusked grain (see Appendix C.2). In terms of real value, wife sale prices in Ba County are broadly comparable to those found in xingke tiben—details vary, but we find the same order of magnitude. The average price in wife sales paid in cash (8500 cash) approximated the average price paid in cash for cattle (including water buffaloes and common oxen of varying quality). In fact, the single highest price listed for cattle in Ba County was 27,400 cash, paid in 1792 for a large common oxen (huang niu) bull, which was probably so valuable because it could be used for stud. This amount is just under my highest price (in cash) in a Qianlong-era wife sale in Ba County, 28,000 cash, paid in 1780 by a minor degree holder for a young woman to serve as his concubine. But if one considers prices paid in taels (which include high-end sales of young women to serve as concubines), the price changes: the average price in a wife sale, 24.5 taels, is just over four times the average price for cattle, 6 taels. In sum, the prices paid in wife sales might have bought anywhere from one to four head of cattle. To keep these figures in perspective, one must remember that, as draft animals, cattle were major capital investments and would rarely be slaughtered for food.

In Ba County, the average price of unhusked rice paid in taels was 1.8 taels per shi; the average cash price was 1750 cash per shi. In eighteenth-century China, according to one estimate, "average annual per capita grain consumption (including children and adults) seems to have averaged around 2.5 shi of husked grain, or 5 shi unhusked." This estimate does not distinguish by region or social class, and no doubt the poor consumed less. An average of about three shi of unhusked grain was necessary for basic subsistence, so 3-5 shi unhusked (i.e., 1.5-2.5 husked) probably represents the actual range of annual per capita consumption among the peasantry in normal times. On this basis, we can estimate that, in a normal year, the average wife sale price in Ba County would have bought roughly one to four years’ rice supply for one person, or up to one year’s supply for a single household. In a famine year, when the price of rice might rise by 500 percent or more, it would have bought far less.

To reiterate, these data permit only the broadest of estimates. The main conclusion to draw from the discussion so far is that wife sale prices usually constituted
substantial sums of money for the people involved; the equivalent of two or three years' wages or food supply, or a couple head of cattle. Nevertheless, one can imagine such prices being within reach of a man of modest means, if he could save up over a number of years.

THE REAL VALUE OF WIFE SALE PRICES: CASE STUDIES

Given the difficulty of standardizing prices across any very wide geographic or temporal scale, it would be ideal to have concrete examples of what a given wife was worth in terms of some other commodity at a given time and place. Fortunately, in a small number of intriguing cases we find such evidence, which enables us to determine with some precision the purchasing power of a given price.

Livestock and Coffins

A few cases provide equivalent values in terms of livestock or coffins. Aside from land or a wife, a draft animal was the largest capital investment a male peasant would be likely to make (and not every peasant had one). In order to buy a wife, therefore, some men sold draft animals or simply used them to pay in kind. The reason coffins appear in some cases is that one motive for wife sale—a particularly laudable one, in terms of Confucian values—was to raise enough money to buy a good coffin for one's parent or grandparent. As a result, these cases tell us how much was worth when exchanged for draft animals or coffins. Several examples follow below.

In a 1/36 case from Xuyong Independent Subprefecture, Sichuan, a brideprice of 20 taels was paid in the form of 13 taels of silver and a horse valued at 7 taels. The matchmaker's fee was 0.5 tael, which the buyer paid separately in kind with a bolt of cloth. The woman in this case was 32 sui and had borne two surviving sons, but her obvious value was offset by the contractual stipulation that the buyer must raise her two sons for several years and then return them to their father's lineage (I discuss such arrangements below). This relatively young wife of proven fertility cost her buyer roughly the equivalent of three horses; without her sons, she would have cost even more.1

In a 1754 case from Anlu County, Hubei, a peasant sold his ox for 6500 cash to raise part of the money to buy a woman and her little daughter. The total price was 30,500 cash, approximately double the average wife sale price found in my Qianlong-era xingke tiben. This relatively high price reflected the fact that the deal included the woman's daughter, but also, it should be noted, this was a fraudulent sale, in that the buyer believed that the woman was a widow. This transaction cost the buyer roughly the equivalent of five head of cattle. We can assume that he

would have paid considerably less had he known that he was buying "the wife of a living husband."3

Similarly, in a 1757 case from Sui Department, Hubei, a brideprice of 18,000 cash was paid in kind, in the form of a horse worth 11,000 cash and an ox stated to be worth 7000 cash. (The ox later sold for only 4500 cash, so the man who sold his wife may have been cheated.) One of the protagonists in this case separately spent 9500 cash to buy a nice coffin for her dead husband. In other words, this wife cost a horse and an ox, or slightly less than the equivalent of two coffins.4

In a 1755 case from Shanghai County, Jiangsu, a peasant who sold his wife for 24 taels used 8 taels out of the brideprice to buy coffins for his paternal grandparents. At a rate of 4 taels per coffin, this wife was worth six coffins.5 In a similar case the following year, from Xiangtan County, Hunan, a peasant sold his wife for 12 taels mainly in order to buy a coffin for his father, who had recently died. We do not know the price of this coffin, but presumably it cost less than 12 taels—her brideprice was probably worth two or three coffins, depending on quality.6

Obviously, the price of livestock can vary widely (a racehorse costs more than a nag), and the same is true of coffins. But the relative costs of draft animals and wives in these concrete examples are broadly consistent with the other price data. More generally, these examples underscore the fact that wife sales involved sums comparable to other major investments, like draft animals and coffins. Indeed, given the mutual convertibility of wives, draft animals, and coffins, one can imagine them as parallel columns in a ledger, between which peasants made choices and allocated resources accordingly.

The Value of a Woman's Labor

In a complicated case from rural Shangrao County, Jiangxi, prosecuted in 1748, we learn the prices of a number of different things. In this case, a peasant sold his 24-sui wife because of poverty, for a brideprice of 24 taels. For some time prior to the sale, the woman's prospective buyer had been paying her father-in-law a stipend of 300 cash per month to help buy food, in exchange for being allowed to sleep with her. Not long after the sale, the buyer's aunt sewed a pair of cloth shoes and sold them for 150 cash; this woman's husband then used 60 cash to buy wine and get drunk. Thus, in a single case we have prices for a 24-sui wife, a monthly food allowance, a monthly supply of sex, a pair of shoes, and a drinking binge.7

These data give us a sense of the relative cash value of this wife—as well as an unusual glimpse of the cash value of women's labor (both handicraft production and sex) and its potential contribution to household income.8 Let us assume hypothetically, for the sake of discussion, that one-third of the sale price of the shoes was profit. At that rate, according to the evidence internal to this case, the profit on one pair of shoes (30 cash) would have bought almost enough alcohol to
get a man drunk. If we estimate this woman's brideprice of 24 taels to be worth 18,000 cash (at an exchange rate of 750 cash per tael, which is about right for the 1740s), then it would have taken 360 pairs of shoes to pay for her brideprice. In other words, if she sold two pairs of shoes per week, she could have paid off her entire brideprice in less than four years. If the woman’s own household grew the cotton, spun the yarn, or wove the cloth used to make the shoes, then the rate of profit might conceivably have been higher. Alternatively, if her profit margin were smaller, or if she sold fewer shoes, then it would have taken much longer to pay off her brideprice—but eventually she could have done so, as long as she remained healthy and productive.

These estimates are entirely speculative, but they illustrate several important points. The brideprice paid for this woman was, in real terms, a significant sum for the people involved. But women's commercially marketed handicrafts could add a significant margin to household income. This case also confirms what we have already seen in the context of polyandry: that a woman's sexual labor could contribute vital income and might even support her household's entire subsistence. The 200 cash per month paid by the prospective buyer for sexual access would add up to an annual stipend of 3600 cash, comparable to the average annual wage for agricultural labor.

In other words, the brideprice spent to buy a wife was by no means an economic loss, at least not in the long run. Rather, it was an investment that could be recovered and might even turn a profit, as long as the wife remained healthy and could work. Most buyers in wife-selling cases sought “to establish a household” (chengjia)—they wanted wives for sex and reproduction, but no doubt they also saw women as producers and understood the economic benefits of this investment.

**Brideprice as an Object of Struggle**

We gain further insight into the real value of the wife sale prices from cases involving struggle over the money after it had been paid. The typical poor peasant, by definition, would rarely encounter a large lump sum like the brideprice paid in a wife sale. On the contrary, his normal condition was indebtedness that waxed and waned over the course of the annual agricultural cycle. There were not many ways for peasants to raise such a sum; selling land, livestock, children, or a wife were the principal means of doing so, and these were all more or less drastic measures, not to be undertaken lightly.

When a man sold his wife, he would almost always be paid in money—and these payments could be physically bulky and conspicuous. Most payments took the form of cash (qian), the familiar round coin with a square hole in the center, which came in “strings” of up to one thousand coins each, and a woman's brideprice might cost several thousand or even several tens of thousand cash. The latter sums would be too heavy and awkward for one man to carry in a single load, and a number of legal cases note that buyers had to enlist friends to help deliver the brideprice, or that its delivery required more than one trip. Once the seller had received this money, its secure storage might prove difficult, because of its bulk but also because it would attract envious attention.

Under the circumstances, it is not surprising that this money might become an object of struggle. If we look at xingke tiben in which wife sales were completed, we find that one third came to court because of homicidal violence provoked by disputes over brideprice that had been paid (not including disputes over supplementary payments). These disputes played out in a few basic scenarios. In one, the seller would entrust his matchmaker (usually a relative or close friend) to receive the money on his behalf, but then the matchmaker would keep or spend a substantial part of it for his own use, without permission. In a second scenario, the seller would store what was left of the brideprice (after settling debts and immediate expenses) in some supposedly secure place, but a family member or friend in the know would use the money without permission. In a third, a family member or friend would borrow all or part of the brideprice but fail to repay the loan. Sellers’ older brothers figure prominently in such cases, no doubt because their seniority made it hard to refuse them.

A simple example will illustrate this pattern. In an 1820 case from Dazhu County, Sichuan, peasant Luo Nianyao (29) sold his wife in marriage for a brideprice of 16,000 cash; the main reason for this sale was the woman's unhappiness, and Nianyao was hoping to use her brideprice to take a new wife in her place. But, after he sold her, his older brother Nianzhao (with whom he had not yet divided their father's household) insisted on borrowing the entire brideprice, promising to repay it later so that Nianyao could remarry. (The case record does not say how Nianzhao spent the money.) But whenever Nianyao broached the subject, his older brother became abusive, scolding and beating him. Finally, after three years, Nianyao arranged to take a new wife, but still his brother failed to repay him. Nianyao managed to borrow enough money to pay his new wife's brideprice (amount unknown, but presumably about 16,000 cash), and he took her in marriage. But these loans would fall due at the New Year, and so in the eleventh lunar month, with growing anxiety, Nianyao proposed to Nianzhao that they sell some family land in order to repay his creditors. Evidently, land was the only family asset available that was of comparable value to the brideprice, a fact that underscores its significance. But Nianzhao refused permission to sell the land, provoking a violent quarrel in which Nianyao ended up killing his brother.

When a man sold his wife, his relatives, friends, and neighbors might perceive her brideprice as a windfall that offered all sorts of tempting opportunities. The common denominator among these scenarios is the temptation posed by this large lump sum.
A RELATIVELY INEXPENSIVE WAY TO MARRY

As we have seen, the prices in most wife sales represented significant sums for the people concerned. Nevertheless, buying another man's wife in an open sale was considered a relatively inexpensive way to acquire a wife, and that was the source of its appeal to the typical buyer, a peasant who had never married or whose first wife had died. As one observer wrote in 1925, "where there is a scarcity of women a sale can be usually effected even in these modern days, and it is considered a cheap way of getting a wife by the poorer classes."

Occasionally, the testimony in legal case records makes this point explicit. In a 1756 case from Wenshui County, Shantung, for example, a matchmaker approached a peasant Wu Youzhang with an opportunity to buy the wife and infant son of another peasant named Wang Xi. Wu Youzhang was a single tenant farmer who had never married, and he was eager to get a wife if he could. The matchmaker urged Wu to make an offer, reminding him that this kind of marriage "would cost less money than getting a wife some other way," and Wu agreed. As he later testified, "in the past, I could never afford to take a wife (qu bu qi furen). I realized that buying Wang Xi's wife would be less expensive than other options, and on top of that she would bring a child with her. So I agreed, and I told the matchmaker to offer Wang Xi 2 taels."

By "getting a wife some other way," the matchmaker presumably meant marrying a widow or acquiring someone's virgin daughter through a marriage with bridewealth (i.e., buying her from her parents). Apparently either way would have cost more than the amount Wu spent to buy Wang Xi's wife, which both Wu and the matchmaker agreed was a bargain.

We find similar testimony in a 1750 case from Liancheng County, Fujian, in which peasant Li Zhanlian sold his wife, Huang Shi, because of adultery. Her buyer was a peasant named Zhang Xueqiu, whose first wife had died without issue. Zhang was an orphan who would be raised by his widowed aunt. Although he was ritual heir to his father and uncle both, he had no wife nor son, and this caused him and his aunt great anxiety. But even though he wished to remarry, he had been unable to do so. His chance came when he heard that Li was asking "only" 30 taels for his wife: according to Zhang's testimony, "when Li Zhanlian offered to sell his wife for 30 taels of silver, my aunt raised 30 taels of silver by selling some land," and they used that amount to buy Huang Shi to be Zhang's wife.

Thirty taels is a higher price than the average open sale price paid in taels found in my sample of Qianlong-era xinge tiben. Moreover, the sale of land in order to buy a wife suggests the need for a major capital investment. But in this local context, evidently, 30 taels was a "cheap body price": cheaper than other ways of getting a wife, and cheap enough to enable a poor widower to remarry. Zhang and his aunt had been weighing the cost of marriage for quite a while, but only with the sale of Li's wife did they feel able to afford it. Perhaps the shortage of wives in this particular community was especially acute (which would explain both the woman's relatively high price and Zhang's utter lack of concern about stigma in buying an adulteress in open sale). This case reminds us that, in the eighteenth century, most markets were highly local, sex ratios varied widely, and the real value of a given sum in one time and place could be very different than in another time and place.

The "Fire Sale" Logic of Most Wife Sales

What made open wife sales a relatively inexpensive way to marry? Every price represented a compromise between the seller's degree of desperation, his hope for a good price, and the local demand for wives. Demand, in turn, depended both on the relative availability of marriageable women and on a given woman's desirability according to the criteria that mattered to potential buyers. In most sales, however, the husband trying to sell his wife had no choice but to accept the first offer he received. For this reason, sellers often had to settle for considerably less than they thought their wives were really worth.

In a representative example from Ningdu Independent Department, Jiangxi, a landless peasant named Xie Bisheng sold his wife, Rao Shi. Their household had two little children and an elderly father to care for, plus Xie had contracted some sort of neurological or mental illness (feng bing) that made it difficult for him to hold down his job as an agricultural laborer. The decision to sell Rao Shi was made just after the New Year, in the spring of 1759. The first offer Xie received was "only" 28,000 cash. We do not know exactly how much this sum was worth in real terms at this time and place, but Xie rejected it out of hand. After a month had passed, however, no better offer had come along, and the family was running out of food. Xie found he had no choice but to accept the "low" offer of 28,000 cash.

Like Xie Bisheng, most sellers had little bargaining power and had to accept whatever was offered. The feeling of having been taken advantage of provoked bitter resentment; it also reinforced the widespread assumption that sellers were the losers in wife sales and that buyers benefited at their expense. Such feeling certainly helped fuel subsequent demands for supplementary payments: when sellers demanded more money, they usually expressed indignation at having been underpaid.

We see these forces at work in a 1756 case from Shilou County, Shantung, in which peasant Nan Huazhao arranged to sell his wife, Wei Shi, to a widower named Wang Peigang. As usual, the motive was poverty—Nan and Wei Shi were very poor, and they often went short of food. Wei Shi complained bitterly of their poverty and pestered her husband until he finally agreed that they should "separate in order to survive" (gezi tao sheng). The transaction included Wang's promise to raise the couple's infant son for five years before returning him to his father. Nan received
second husband died, and as a widow she remarried for a brideprice of 21,000 cash (which she used to clear her second husband's debts), becoming her third husband's concubine.  

In each case, the same woman fetched a far higher brideprice as a widow than when she was offered in open sale as "the wife of a living husband," confirming the popular view that buying another man's wife in an open transaction was a relatively inexpensive way to marry.

THE EXTREME ENDS OF THE PRICE SCALE

Averages are misleading in this context, because wife sale prices ranged from very small to very large amounts of money, and the standard of deviation was high, reflecting the fact that these were usually isolated transactions rather than part of a generalized, unified market. (For example, prices denominated in taels in Ba County average 24.5 taels, but they range from as low as 2 taels to as high as 120—see Appendix C.2.) At the extreme ends of the price scale, we find different logics and criteria than in the broad mid-range that accounts for the great majority of transactions.

The Low End of the Market

At the bottom of the price scale, we find that desperation might force men to accept very low prices indeed. A dramatic example is a 1762 case from Linyou County, Shanaxi, in which Li Liangde sold his wife, Yang Shi. Li and his brother were landless agricultural laborers who had migrated from Fengxiang County some years before, in search of employment. In the late winter of 1761–62, in the last month of the lunar year, Li Liangde and his wife ran out of food, and they abandoned their home to beg in nearby villages. Li finally arranged to sell Yang Shi to another peasant, who was also quite poor, for just 1700 cash. (The couple had no children that we know of.) Then Liangde wandered off, and it is not clear what happened to him afterward.

When Liangde's younger brother Liangru heard what had happened, he was outraged—not so much that Liangde had sold his wife but that he had gotten so little for her: "I thought to myself, how is it possible that a woman could be worth only a thousand and some cash?" Liangru's outrage may have been exacerbated by the fact that Liangde, as the oldest, had been the only brother to have married.

Liangru could not find his brother, so he went to the buyer's home, taking along three cousins (all of them landless laborers) for muscle, and demanded more money: "You illegally bought a married woman of my family (ni si mai wo jia huoren qi), and you paid only a thousand and some cash. You need to pay us a few taels more!" Rebuffed, Liangru and his cousins tried to lead away a horse and two donkeys belonging to the buyer's uncle (their idea of a fair price for Yang Shi). But
this maneuver provoked a brawl in which Liangru ended up killing one of the buyer's cousins.42

A similar scenario unfolded in a Ba County case but ended with a negotiated settlement instead of violence. In the spring of 1823, peasant Wang Chaoyuan sold his wife, Feng Shi, because of poverty, for a brideprice of just 1500 cash. A few weeks later, however, Wang and his father Wang Longyong approached the buyer, Li Wenyu, and demanded more money. Wang Longyong explained that his son had acted foolishly and without permission, and that 1500 cash was a ridiculously low price. Unless Li Wenyu agreed to pay a much larger sum, Longyong would take him to court. In the end, Li agreed to make a supplementary payment of 11,200 cash—more than seven times the original price—in exchange for Longyong and Chaoyuan's written pledge to cause him no further trouble. The Wang family's maneuver may have been disingenuous, with the initial low price being designed to secure a buyer who would later be an easy target for extortion. To be sure, 1500 cash was a low enough price to provoke genuine indignation, but, in the end, the Wangs got a good deal, because the total of 12,700 cash that Li Wenyu ended up paying was well over the average wife sale price in Ba County. At any rate, the outcome suggests that even Li Wenyu recognized that 1500 cash was far from fair.43

Famine provided the context for some very low prices, because emergency sales of wives and children glutted the market, even as grain prices soared.44 For example, in the fall of 1751, the harvest failed in Dongyang County, Zhejiang; by winter, peasant Wang Yongsheng and his family had run out of food. Joining other famine refugees, Wang and his wife, Ge Shi, hit the road and walked to Jinyun County (about seventy-five kilometers to the south), carrying their baby daughter and begging in order to survive.45 But they were unable to obtain enough food, the family began to starve, and Wang fell seriously ill. As a witness later recalled: "there really was no way for them to survive." Finally, just after the New Year, Wang arranged to sell his wife and daughter to one Shi Yiren, a peasant in Jinyun County whose own wife had died. A fellow famine refugee acted as matchmaker (for free), and Shi paid Wang a brideprice of just 2 taels. After the sale, Wang managed to walk home to Dongyang County, but just a few weeks later he died.

Two taels (the equivalent of about 1500 cash at that time) was a low price, especially considering that it included the little girl as well as the wife. To put this sum in rough perspective: in Ba County during the Qianlong era, one shi of unhusked rice (about three or four months of subsistence for one person) in normal times cost about 1100 cash; but, in a famine, the price could spike to seven or eight times that much. Under the circumstances, Wang's 2 taels may have bought no more than a few weeks' worth of food. He did, however, secure the immediate survival of his wife and child, and that was probably his main goal in selling them.46

We find an even lower sale price in a highly unusual Ba County case from 1827, in which peasant Zhang Er sold his young wife, Zhu Shi (who was about 20 su), because of poverty. She had been an adopted daughter-in-law, and their marriage had been consummated for less than two years when the sale took place. Zhang had come down with an unspecified illness, and the couple ran out of resources: Zhang's father was dead, his mother had remarried, and he had no brothers or other family who could help. As he later explained, "I was sick for a long time and had no money for medical treatment, and we had no way to supply our daily food. My wife was suffering from hunger and couldn't take it. Since I couldn't support her, I just couldn't bear to let her suffer anymore (xingli buren)."

So, with Zhu Shi's uncle acting as matchmaker, Zhang arranged to sell her in marriage to one Liu Gui for a purely token price of 200 cash, the lowest wife sale price in my entire sample of cases from all sources. In Daoguang-era Ba County, 200 cash amounted to just three or four days' wages for casual short-term agricultural labor—nowhere near enough money to solve Zhang's problems.47 In Zhang's view (shared by the matchmaker and the buyer), this paltry sum did not really count as a brideprice at all, but simply as "tea and sweets money" (chexiaoqian)—that is, a small gratuity. He had acted out of pity for his wife, not self-interest: his goal in letting her remarry was "to release her, so she could find a way to survive" (fang ta shenghu). By asking for so little money, he hoped to speed up the transaction, and perhaps to improve Zhu Shi's chances of good treatment in her new household (since she would not have been "bought in").48

The High End of the Market

The high end of the price scale represented a very different kind of market, operating according to a very different logic. The typical seller at the high end was not in such a desperate lurry, and high prices were the result of protracted negotiations and competition from rival bids. These often took place in urban settings (such as Chongqing) and involved longer distances than usual. Therefore, although the sellers in high-end cases were usually poor, we find a fair number in which the impetus to sell came not from poverty per se but from marital incompatibility.

In most wife sales, a woman's looks seem to have been irrelevant, the main criteria considered by typical buyers being a woman's age, record of childbearing, and health, as indices of her likely fecundity and ability to work. In contrast, the women in high-end transactions tended to be younger and (apparently) more physically attractive than most.

Most of the highest prices in my sample were paid by men who bought other men's wives for use as concubines. Not every price paid for a concubine was high, but most of the really high prices in the entire sample were for women who would become concubines. Only a relatively prosperous man could contemplate acquiring a second woman, so it is not surprising that buyers of concubines in my sample include examination candidates, students at state schools, and holders of minor civil and military degrees by purchase, as well as military officers, merchants,
shopkeepers, and one yamen clerk. These men already had wives who had failed to bear children, and the stated reason they wanted concubines was to get sons. (Often they justified themselves by claiming that their parents had ordered them to acquire concubines in order to secure their posterity.) In other words, these were not the typical buyers found in the mid-range majority of sales.

We see an extreme example of this pattern in an 1863 case from Ba County, in which a Chongqing merchant agreed to pay a whopping 150 taels for a teenage girl whom he sought to make his concubine. (Note that I do not include this price in Appendix C.2 because the transaction fell through.) The basic bridewealth was to be 100 taels, but in addition the merchant agreed to pay two matchmakers a total fee of 30 taels. The girl in question was just 15 or 16 years old (17 sui), and it is clear from the case record that she was exceptionally attractive. Her first husband (who was twice her age) decided to sell her because she was unhappy and had repeatedly run away from home; according to her, she was unhappy because he had tried to force her into prostitution. The case came to court because the buyer wanted to make sure of his standing, so he and the woman's husband petitioned the magistrate for permission to proceed with the transaction. In an emphatic rescript, the magistrate pointed out that "the crimes of buying and selling a divorce are explicitly prohibited by law," and he denied their petition. After learning the magistrate's response, the buyer canceled the deal.

To put this sum in perspective, 150 taels is five times the average wife sale price in taels in my sample of Ba County cases; it is about twenty times the average annual wage in taels for agricultural labor in the early nineteenth century. One hundred and thirty taels approximates the gross annual rental income of a modest landlord, and that sum would have purchased a jiaosheng ("Student of the Imperial Academy") degree, which in the nineteenth century cost just over 100 taels. In other words, the men who could afford the high-end prices in our sample were indeed far better off than most. Their wealth could not compare, however, to that of the upper gentry, whose finances operated on an entirely different scale. For example, Chung-li Chang estimates the average annual income (from both official and unofficial sources) of a county magistrate in the Qing dynasty as 30,000 taels, and that of a governor or governor-general as six times that sum. But men from that rarefied social stratum presumably would not have stooped to buy another man's wife, however attractive she might be—and if they had, they would have managed to stay out of court.

High-end wife sales like this one suggest comparison with the high end of the slave trade in the antebellum United States: the "fancy trade" in beautiful, light-skinned girls and women bought for sexual exploitation. As Walter Johnson observes, in the New Orleans slave market the prices paid for such females "occasionally reached three hundred percent of the median prices paid in a given year" for slaves. Most slaves were purchased for economic exploitation. But "fancy" slaves were luxury goods, and the extraordinary prices paid for them represented ostentatious displays of wealth and power all the more potent for their flirtation with the boundaries of scandal. "For slave buyers, the bodies of light-skinned women and little girls embodied sexual desire and the luxury of being able to pay for its fulfillment." A similar logic informed at least some wife sales in China.

A variation of the high-end sale occurred when an attractive young woman was sold to a pimp who, while ostensibly taking her as his wife or concubine, in fact planned to put her to work as a prostitute. Another variation was when an infatuated customer bought a woman who was being pimped in this manner, to be his own concubine. These transactions, too, could involve very large sums of money; they represent just one of a number of areas of intersection between the market for wives and the market for sex. In 1871, physician Edward Henderson estimated the average price paid by brothel keepers in Shanghai for "a good-looking girl of from sixteen to twenty" to be two hundred silver dollars (even more if she could sing), but he also had personal knowledge of two wealthy men who had paid up to ten times that sum to buy unusually desirable women out of brothels to serve as their concubines. "Many rich Chinamen regard the payments of these large sums as public proofs of their superior wealth, and will shew (sic) wives so obtained with pride, boasting of the money they have cost."

The legal archives provide a number of examples of such high-end transactions. In a Ba County case from 1858, the Chongqing pimp Su Haishan sold his twenty-something concubine, Wang Shi, whom he was using as a prostitute, to one of her customers for a body price of more than 50 taels. This customer wanted to make Wang Shi his own concubine. Su Haishan had originally bought her for 35 taels from her first husband, Liu Xingfa. Liu was a migrant laborer from He Department (located about eighty kilometers north of Chongqing on the Jialing River), who had sold her because of poverty in the late winter of 1857, just before the New Year.

We find an even more dramatic example in an "immediate examination" case from Beijing prosecuted by the Board of Punishment in 1906, near the end of the dynasty. This case involved a teenage girl from Datong County, Shaxi, who had circulated through a number of transactions and relationships over a period of six years before coming to official attention. She is described in the case record as very beautiful. Back in Shaxi, her widowed mother, Gao Zhang Shi, had sold her at the age of 13 sui to a man named Yang for 35 strings of cash, to serve as his concubine. (Note that 13 sui—i.e., 11 or 12 years old—was well under the average age of marriage for females, which came shortly after menarche at around 17 or 18 years old.) When she turned 14 sui, Yang began sleeping with her. After a year, however, Yang decided to divorce her back to her mother, because his attention to the concubine made his main wife extremely unhappy (in protest, she refused to wash or groom herself, and she often cursed and beat the girl).
This divorce—an example of "compensated divorce" (see Chapter 8)—proved highly profitable for all concerned, except the girl herself. After she turned 16 sui, Gao Zhang Shi arranged to remarry her as wife to one Wang Chaoxian (a trader from Zhangjiakou, Zhili) for a brideprice of 90 taels. Out of this sum, Gao Zhang Shi paid 60 taels to Yang as compensation for the divorce, and she kept 30 for herself. Wang then took his new wife to Beijing, where he immediately resold her to one Bai Yichen as concubine for the astonishing body price of 240 taels. (This is the highest price in my entire sample of wife sales from all sources.) It had been Wang's plan all along to resell the girl at a profit, and it had taken him less than a month to do so. His actions indicate an acute awareness of comparative prices: 90 taels was no doubt a great deal of money in Shanxi, but Wang knew that such a girl would fetch a far higher price in Beijing. Datong, Zhangjiakou, and Beijing were closely linked on one of the main trading routes used by Shanxi merchants, so it makes sense that Wang would have been familiar with all three places and would have had the opportunity to acquire this kind of knowledge about comparative prices.58

Bai gave his new concubine the work name "Little Cicada" (Xiaochan), and, with the help of a partner, he pimped her over the next three years at brothels in Beijing and Tianjin. When she realized what was happening, she protested and made a scene, but the two men whipped her into submission. When she was 19 sui, she managed to get word of her situation to her brother, who tracked her down in Beijing and filed charges with the Board of Punishment. The pimps were arrested and punished, and she was returned to her mother. We do not know what happened to "Little Cicada" after that, but it is safe to assume that her mother simply sold her in marriage yet another time.59

This story presents one of the most blatant examples of exploitation to be found in the context of wife selling. This girl circulated through multiple transactions between various people who sought to exploit her for sex and profit, showing that, in the right market conditions, an attractive young woman constituted a highly liquid asset. Her case illustrates several ways in which a woman could be sold: ordinary "marriage as sale" by her mother (to be Yang's concubine, and later to be Wang's wife); compensated divorce; open wife sale (by Wang to Bai); and finally prostitution (i.e., retail sale of sexual labor). Another interesting feature of the case is the dramatic increase in her market value as she matured and was transferred from small town Shanxi to the imperial capital: 35 strings of cash, 60 taels, 90 taels, and finally 240 taels. This last price was a big-city price paid by a pimp who expected to turn a handsome profit.

The Broad Mid-Range of Prices in Nanbu County

In my sample of wife sales from Nanbu County, Sichuan, we find neither the very high prices nor the very low prices occasionally found in xingke tiben and in cases from Ba County. For Nanbu County, I have forty-one prices for open wife sales denominated in cash, the average being 14,000 cash (see Appendix C.4). Only one sale in my entire Nanbu County sample, dating to 1884, was paid in taels: that price was 30 taels. These prices are in the same range as those found in Ba County and in xingke tiben (if one takes into account both tael and cash prices), so the commodity prices from those sources may provide a sense of real value.

The lack of extreme prices, either high or low, and the fact that all but one price was denominated in cash, would seem to reflect Nanbu County's relative lack of social and economic complexity. The contrast with Ba County is particularly clear. Ba County included both rural hinterland and the booming port city of Chongqing, which experienced explosive population growth over the course of the dynasty. Chongqing's status as prefectural seat made it a center for official education and civil examinations, and its strategic location at the confluence of the Jialing and Yangzi rivers also made it a major focus of military logistics as well as civilian commerce. For all of these reasons, Ba County attracted large numbers of civil and military officials, their staff, gentry (and aspiring gentry), and merchants big and small—in other words, the very kinds of men who appear in the role of buyer in high-end wife sales. As a crucial node in a riverine network of transportation, Chongqing attracted people of all social classes—including the destitute rural migrants who might accept extremely low prices in wife sales.

Whereas Ba County stood out for its social and economic complexity, Nanbu County was a relative backwater, and therefore a fairly typical place. In the Nanbu price sample we find, stripped of extremes, the broad mid-range of prices that seem to have characterized most wife sales in other places as well.60

THE IMPACT OF CHILD CUSTODY ON BRIDEPRISE

When wives were sold, their children often accompanied them into new marriages. The basic reason is that sellers could not afford to support them or were otherwise incapable of providing proper care—as in the case of nursing infants, for example, who always accompanied their mothers.

Outright Sale of Children

Sometimes children were sold outright, along with their mother. If the seller were in a position to bargain, he would demand a higher total price than if he had sold the woman by herself. An 1868 case from Ba County illustrates the outright sale of a son along with his mother for a high brideprice. Zhou Xintai had been married to Peng Shi for six years, and they had an infant son; Zhou's elderly mother also lived with them. The family was very poor, and when Zhou fell ill and went blind, they ended up surviving on charity from relatives. Zhou, his mother, and Peng Shi agreed that their least bad option was for Zhou to sell Peng Shi and the baby, "to let them have a way to survive."
Through a matchmaker, Zhou arranged to sell them to a Chongqing man named Li Jingxiu (50), who was a yamen clerk. Li Jingxiu wanted to take Peng Shi as concubine and to adopt the baby boy as heir (sizhi) because his own wife had no issue; as he later explained, "I had no son, so I bought one." The contract makes explicit the baby's permanent transfer to Li's household: "My nursing son will follow his mother into the marriage and will become heir to Jingxiu's lineage branch." The total brideprice was 50 taels, about double the average price in taels found in Ba County.

About a month after the sale, however, the baby died of smallpox. When Zhou heard this news, he and a cousin approached Li Jingxiu and demanded an additional 50 taels in compensation for the baby's death. This demand suggests that the Zhou family may not have considered the baby's transfer to be so absolute after all, regardless of what the contract said. In response, Li filed charges against Zhou, accusing him of extortion.53

Temporary Transfer of Children

It was more common, however, to arrange the temporary transfer of children, to be raised by their mother and her new husband for a stipulated period of time before returning to their own father. This sort of arrangement was common in widow remarriage as well, the idea being that children so transferred would keep their own surname and eventually return to their father's lineage. By thus protecting her dead husband's line of descent, a widow might mitigate the betrayal that remarriage implied; indeed, some widows justified remarriage as the only realistic way to support their children and thereby secure the interests of the dead husband.54

In wife sales, the temporary transfer of children represented a compromise between the seller's desire to secure his own line of descent and his inability to support them himself. The particular terms varied: in one case, a wife was pregnant when sold, and the buyer agreed to let her keep her baby (if (it survived) for two years and then hand it over to the seller (but this requirement applied only if the infant were male);55 in a couple of cases, a baby was to be kept with its mother until weaned; in many cases, buyers agreed to support sellers' children for a period of five or six years; and in others, buyers simply promised to raise the children until they had "grown up," without specifying a time period. In every instance, if the seller wanted a guarantee that his children would keep their surname and eventually return to his custody, he had to defray the expense of child support by lowering the brideprice for the wife sale, or by allowing the buyer to retain some portion of the nominal price. Such compensation constituted a significant proportion of the brideprice—often as much as one-third or half of the woman's full price if she were sold alone.

A 1754 case from Fujian illustrates how the cost of child support might be factored into the calculation of brideprice. Shi Shimu (41) and his wife, Wang Shi (35), were landless peasants from Yongchun Independent Department who migrated to Youxi County with their 8-sui son, Ashi. Shi was unable to find enough work to support his family, and they were surviving by begging and sheltering at temples. By summer, the couple decided that this situation could not continue, so Shi negotiated to sell Wang Shi to Lin Shengzhi, a poor peasant of 39 sui who had never married and lived alone.

Shi Shimu agreed to accept a low brideprice of 6 taels on condition that the couple's son would accompany Wang Shi to be raised in Lin's household for several years, after which he would return to his father. Shi Shimu wrote the contract himself. There was a delay, however, because Lin did not have enough money on hand to close the deal, and, after a couple of weeks, Shi decided to change the terms. He canceled the provision giving temporary custody of his son to Lin, and he raised the brideprice to 10 taels. Lin agreed to these changes, so Shi destroyed the original contract and wrote a new one. A temple curate witnessed the contract, but in fact Shi and Lin simply negotiated the terms face to face.

The case record does not say exactly how long the couple's son was to stay in the Lin household under the terms of the first contract. But, clearly, the initial brideprice was set artificially low in order to compensate the buyer for the expense of raising the boy. In this case, we can assign an exact figure to that compensation—4 taels—because that is the amount added to the brideprice when Shi decided that his son would not follow his mother into Lin's household after all.56

We find similar calculations in many other cases from across China. In an 1843 case from Ba County, Liu Hongwan (27) sold his wife, Mou Shi, because of poverty, to one Mu Shuzhai, who was proprietor of a little paper shop in Chongqing. The couple had a daughter and a son, and, in exchange for a low brideprice of 5000 cash, Mu agreed that "Mou Shi would bring her son to raise in my household." No provision was made for the daughter, suggesting that Liu planned to sell her separately. The crude, barely literate wife sale contract, which survives in the case file, includes this stipulation: "Mou Shi will bring with her a son Liu Nian, who will follow his mother until he grows up. If Liu Nian falls ill with smallpox fever, then that is not the fault of the Mu family, and the Liu family may not complain."

After finalizing the transaction, however, Mu suddenly balked, and he refused to take the boy: "When I thought about how poor I was, I decided to deny that I had promised to let her bring her son into my household." But Liu Hongwan could not afford to support his son either, so he demanded that Mu either take the boy as agreed or pay an additional 5000 cash for the woman's brideprice. When Mu refused to pay, Liu's widowed mother filed charges at the county yamen, accusing Mu and Mou Shi's natal family of forcing her son to sell his wife and cheating him out of his money.57

As in the previous case, it is obvious that the seller had agreed to an artificially low brideprice—apparently just half of what he believed his wife was worth—in
order to compensate the buyer for raising their son. In the seller’s eyes, the buyer’s refusal to take in the boy required a refund of that compensation, which constituted the balance of the woman’s full price.

A case from Duchang County, Jiangxi, highlights the cost of child support from a different angle. In 1780, when poverty and illness forced Bao Nianshi to sell his wife, Xiang Shi, he negotiated for his three small sons to accompany her into her new marriage temporarily. The case record does not specify exactly how long they were to stay with their mother, but the arrangement was intended to last for several years at least. The buyer, Wu Lingyou, agreed to a nominal brideprice of 28 taels, but he was allowed to retain 10 taels to cover the expense of raising the boys, so in fact he paid only 18 taels.

In this case, unusually, buyer and seller lived in the same village, not far from each other. The three boys would often visit their father and spend the night, and soon they were spending more time at their father’s home than at their mother’s. Finally, Bao told Wu that, under the circumstances, he was willing to take his sons back, but he asked Wu to remit the 10 taels retained for child support. Wu refused to pay, stating that it was not his fault that the boys wanted to return to their father, and no matter what they did, the original terms of the contract should hold. Bao had no choice but to return his sons to their mother, because without the 10 taels, he simply could not afford to keep them.

Something similar occurred in a 1736 case from Xuyong Independent Department, Sichuan. When illness and poverty compelled peasant Zhao Ying (36) to sell his wife to a more prosperous fellow villager named Chen Wenzhang as concubine, the contract provided that Chen would raise Zhao’s two sons to adulthood while allowing them to keep their father’s surname and remain in his lineage. The brideprice of 20 taels was calculated to take this provision into account. But the two boys missed their father very much, and after a short time they returned to his household. Then Zhao asked Chen to compensate him for “child support expenses” and often visited with the boys to press this demand. Chen finally asked the matchmaker from the original sale to negotiate a new contract, in which Chen agreed to pay Zhao Ying an additional 6 taels. In return, Zhao promised to sever contact with Chen and his ex-wife.

Sometimes a seller’s effort to arrange child support could be a deal breaker. In a 1736 case from Taiyuan County, Shanxi, peasant Chen San was leaning toward paying a brideprice of 6 taels for the wife of peasant Li Tong, but then Li added the condition that Chen must raise Li’s three children. Six taels seems like a low price, but the added burden of three children (whom Chen would eventually have to return to Li) made the proposal untenable for Chen. Li Tong was unwilling to sell his wife without provision for his children, and, as a result, the deal fell through.

Efforts to reclaim children after the stipulated period sometimes provoked further disputes over money. We see this scenario in a case from 1796. Li Huallang (32) and his wife, Wang Shi (25), were landless peasants from Yibin County, Sichuan, who had migrated to Yongshan County, Yunnan, in search of a livelihood. Li tried to make a living by hunting, with little success. Finally, they negotiated to sell Wang Shi to a local man named Yang Gui (31) for a brideprice of 5 taels. The parties agreed that the couple’s infant son of 1 sui should accompany his mother until weaned.

After a year, Li decided that his son should be old enough to be weaned, and he visited Yang Gui’s home to take custody of the boy. To Li’s surprise, Yang demanded money: “I’ve supported your son for a year. How can you expect to take him away just like that, for free?” Li retorted that the original agreement did not provide for any extra compensation and refused to pay; indignant, he grabbed Yang and dragged him into the street, intending to take him to the authorities. The two men fought, and Li ended up killing Yang.

The xingke tibet reporting this case does not include a transcription of the contract, so we cannot determine exactly what terms were agreed in the original negotiations. But 5 taels would seem to be a very low price for a 25-sui woman of proven fertility, and Li clearly believed that he owed her buyer nothing. Yang’s demand for compensation may have been a clumsy attempt to keep the boy.

Occasionally, care for an elderly dependent would be subsidized in the same manner seen here for children. In a fraudulent sale transacted in 1745 in Houchi County, Anhui, peasant Li Si (47) sold his wife, Shao Shi (33), because of poverty. No children were involved, but a condition for Shao Shi’s cooperation was that her elderly mother, Xu Shi, accompany her into the new marriage. The buyer, who believed he was taking a widow in marriage, accepted these terms, but to compensate for Xu Shi’s support, and with Li Si’s agreement, he retained 5 taels out of the nominal brideprice of 22 taels.

In widow remarriage, too, if the first husband’s children were to retain his surname and some day return to his lineage, the cost of their care would have to be covered one way or another. In Anhui, for example, when a widow took children into her new marriage, the in-laws from her first marriage would have to provide her new husband with a separate written contract guaranteeing to cover the cost of child support. Provision of this “contract for providing meals” was the condition for allowing her to retain her father’s surname.

WAS DOWRY A FACTOR IN WIFE SALES?

Given that some Chinese brides took dowry into their marriages, it is worth asking whether dowry played any role in wife sales. Did these women have dowry from their natal families that they had brought into their original marriages, and then took with them into their new households when sold? If so, did the brideprice paid by the buyer represent compensation for assets that the wife was removing from...
her first husband's household (instead of money paid for her person)? Also, did sold wives themselves receive all or part of the brideprice paid for them? (In normative major marriage with dowry, the nominal brideprice was often used by the natal family to buy goods for dowry and in this way would return with the bride to her husband's family.) In other words, were the transactions I am calling "wife sales" actually something other than sales of persons?

To summarize, dowry was not a factor in wife sales, with only rare exceptions. These exceptions are worth exploring, however, for the indirect way they illuminate the economic logic of wife sales—which were, in fact, sales of persons.

**Evidence in Contracts**

In my entire sample of central and local legal cases from Qing archives, I have 125 contracts for wife sales of one kind or another, and only one mentions dowry having been brought into the original marriage by the wife. But this 1849 contract from Ba County documents something other than a standard wife sale. This "contract for marrying off my wife, in obedience to my mother's orders" is unique in several respects. (The case file contains no other documents, so we know little about its context.) Like a wife sale contract, it is written in the name of the husband, Ma Mingzhou. According to the text, Ma has been married to Zhou Shi for seven years, but because she "was not raised properly," she has turned out to be a bad wife; her own father has reproved her several times, to no avail. Since Zhou Shi will not reform, Ma's mother has ordered Ma to "marry her off to a different household," and he has arranged through matchmaker Xie Zongwen to marry her to one Shi Guli, who lives nearby, as wife. In exchange for his wife, Ma has received an unspecified quantity of cloth from Shi Guli. The contract then states: "The Zhou family's original dowry will be transferred in its entirety to the Shi family." There follow the usual guarantees that Ma is acting of his own volition and will not change his mind, and that if any trouble develops it will be Ma's responsibility. The contract closes by listing Ma's maternal uncle as a guarantor, along with five witnesses.

Superficially, this transaction resembles an ordinary wife sale, and confiscation of the contract (which explains its survival in the archive) shows that it was ruled illegal (no doubt because the first husband negotiated to marry his wife directly to the second husband without first divorcing her back to her natal family). Nevertheless, this contract is unique in my sample both for mentioning a previous dowry and for specifying that compensation has been paid in kind (rather than money), without giving the cash value of either; these features alert us that this transaction was no ordinary sale. In fact, it should probably not be considered a sale at all.

We do not know the contents or value of the original dowry, but since it was still available after seven years to be transferred to Zhou Shi's new husband, we can assume that it consisted of clothing or other durable goods, rather than consumables such as food. Nor do we know the value of the cloth that Shi gave Ma in lieu of brideprice. But poverty was not the motive for this exchange, and it is highly unlikely that Ma gained a profit. Indeed, the contract uses the term "shuil" (literally "gift of water"), which refers to gifts in kind—as opposed to the usual "caishu" ("gift of money") or "shenji" ("body price"), both of which refer to money—reinforces the implication that this transaction should not be seen as a sale. The cloth Ma received may have represented compensation for some amount his family originally paid Zhang Shi's family in brideprice or contributed to their conjugal fund (i.e., indirect dowry), but, if that were the case, then the contract would probably say so. It seems more likely that the cloth had merely token value. Be that as it may, as far as Qing law was concerned, the direct transfer of the woman from one husband to the next, in exchange for any form of compensation, would have marked this transaction as the crime of "selling a divorce."

The fact that this woman had brought a dowry into her first marriage and would take it with her into her second marks her as a woman who could not really be sold; it also marks the second transaction as something other than a real sale. By contrast, the absence of any mention of dowry in any other wife sale contract in my sample suggests that those women had been married without it, and therefore could be sold. (One caveat: truly desperate people, such as famine refugees, could not afford to quibble. Under those circumstances, a wife would have to be sold simply for the sake of survival, regardless of whether she had originally come with dowry.)

We do not know why this case ended up in court, but one clue is that the contract does not bear the name of anyone from Zhou Shi's natal family as witness (despite the reference to the woman's father reprimanding her). Therefore, it seems likely that the natal family was not consulted in the transaction and later filed charges in protest.

**Evidence in Legal Cases**

Not counting the Ba County contract discussed above, I have found only one wife-selling case in the archives (out of a total sample of 611 cases) that records dowry having been brought by the wife into her original marriage. This reference to dowry appears in an 1802 case from Linshui County, Sichuan, in which peasant Jiang Penwan (39) sold his wife, Huang Shi (39), for a low brideprice of 3000 cash to be the second wife of widower Gan Yulin. The couple had been very poor and the decision was mutual: Jiang told Huang Shi that she should "remarry" (gaiji) so that they could "both secure a livelihood by going their separate ways," and she agreed. The transaction was negotiated in a straightforward manner, apparently without acrimony.

Six days later, however, Huang Shi returned to her first husband's home with a demand. As Jiang later recalled, "Huang Shi said that when she first married me,
her natal family had contributed clothing and accessories as dowry, but now that she had remarried, there were only two worn-out pieces of clothing left, and she refused to give her the bridewealth money so she could make clothing. Jiang was angered by her demand and beat her up; she later died of her injuries.

Significantly, Huang Shi made this demand on her own initiative, not her new husband’s: she visited Jiang’s home without telling Gan Yulin, who found out only after her death that she had demanded her bridewealth from Jiang. While we do not have a transcript of the sale contract, there is no evidence that the terms in any way diverged from the normal form of wife sales, in which the buyer paid cash in exchange for woman and contract. We do not know the exact terms of Huang Shi’s first marriage either, but it seems clear that she saw the dowry she brought into it as her own property, which she had the right to take into her new marriage and, if it had been used up, then she had the right to compensation from her first husband. Evidently she believed her dowry to have been worth at least the 3000 cash for which Jiang sold her. Put another way, Huang Shi’s demand amounted to an assertion that since Jiang had not bought her from her parents in the first place (because she had brought dowry), he had no right to sell her either, and so her bridewealth belonged to her as compensation for her original dowry. But that principle had not been considered when the wife sale was negotiated, and clearly Jiang did not accept her point of view.87

We find an attitude similar to Huang Shi’s in another Sichuan case, this one from Jiajiang County and dated 1777, in which Xu Luyou and his father, Xu De-ying, sold Luyou’s wife, Nie Shi, in a fraudulent transaction for 15 taels. Nie Shi had been 20 sui at the time of her first marriage, and there is no evidence that she came with a dowry. The witnesses agreed, however, that Nie Shi’s natal family had received no bridewealth from the groom’s family, either; in other words, her parents did not sell her. This marriage seems to have been an example of what Hill Gates calls “no exchange” (i.e., neither bridewealth nor dowry).88 Nie Shi’s subsequent sale by her husband took place after just one year of marriage, right after the New Year. The exact motive for her sale is not clear: her husband and parents-in-law claimed that she was “disobedient,” but she and her natal family insisted that she “never did anything wrong.” The sale’s timing implies a need to pay debts.

Her in-laws did not bother to consult her natal family, and, when the Nies found out that she had been married off, they were outraged. A gang of nine Nie family men and their friends tracked her down and brought her back to her natal home (her brother, who had been told she was a widow, did not resist). But when Nie Shi informed them that the Xu family had sold her for a bridewealth of 15 taels, the Nie family men “became even angrier.” They proceeded to the Xu family’s home, planning to “beat them and make a scene in order to vent our anger,” after which they would take Xu Luyou and his father to the yamen for prosecution. They forced their way into the Xu family home, beat up both men (one of whom died), smashed things, and stole clothing and bedding.89

The key feature of this case is the natal family’s indignation at Nie Shi’s sale, which stemmed in large part from the fact that they had not sold her in the first place. In other words, her natal family felt strongly that her in-laws had no right to sell her for bridewealth because they had paid no bridewealth for her when she married into their family. This linking of bridewealth in wife sale to the original bridewealth paid for a woman reflects the logic of compensated divorce, in which the compensation paid to the first husband was often explicitly calculated as a refund of all or part of the bridewealth he had paid the natal family to marry her in the first place (see Chapter 8). As a corollary, lack of bridewealth seems to have implied lack of entitlement to such compensation.89

Cases in which a Share of Bridewealth Was Set Aside for the Wife

In a handful of cases, part of the bridewealth was set aside for the wife herself. What is the significance of this practice?

Such provision was rare: I find just nine examples in my entire sample of more than 650 wife-selling cases from all sources (six in xingke tibon, two in cases from Baodi County, and one in an “immediate examination” case from Beijing). Five cases involved open sales, and four involved fraudulent sales (see Table 3). Since set-asides of this sort were so rare, it would seem unwise to attribute much significance to them. It is notable, however, that in every case for which we have this information, the stated purpose of the wife’s share was to pay for clothing (either to buy material to make clothes or to redeem clothing she had pawned). None of the case records call this money “dowry,” nor do any mention that dowry was taken into the women’s first marriages. But given the frequent use of cloth and clothing (often made by the bride herself) by rural people as a modest dowry, it is possible that these payments represent compensation to the women for clothing they had brought into their first marriages.89 It is also possible that the payments were made simply to secure the women’s cooperation.

As Table 3 shows, the wife’s share ranged anywhere from 2 percent to 32 percent of the total bridewealth, and the circumstances of these payments also varied dramatically. Sometimes the woman was paid directly, after the transaction had been finalized. In both the 1823 case from Baodi County and the 1884 one from Beijing, when each wife was about to depart for her new household, the seller himself gave a portion of the bridewealth directly to her. These payments in these two cases were substantial, amounting to 21 percent and 20 percent, respectively, of the total bridewealth.89 In neither case had such payment been stipulated by contract, but it seems likely that the wives had been promised these amounts by the women or cooperated. In the 1823 case, we know from testimony that the wife had bitterly resented her husband’s plan to sell her and agreed only reluctantly. The same logic may explain the wives’ shares in the four fraudulent sales, which could not have succeeded without their complicity. In the fraudulent sale that took place in
TABLE 3  Sales in Which a Share of Brideprice Was Set Aside for the Wife

<table>
<thead>
<tr>
<th>Date</th>
<th>Place</th>
<th>Total brideprice</th>
<th>Wife’s share</th>
<th>Percentage</th>
<th>Stated purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1748</td>
<td>Shangrao Cty, Jiangxi</td>
<td>24 taels</td>
<td>4 taels*</td>
<td>17%</td>
<td>to make clothes</td>
</tr>
<tr>
<td>1759</td>
<td>Ninggu Ind. Dept., Jiangxi</td>
<td>28,000 cash</td>
<td>9000 cash*</td>
<td>32%</td>
<td>to make clothes</td>
</tr>
<tr>
<td>1823</td>
<td>Baodi Cty</td>
<td>70 strings &quot;east cash&quot;***</td>
<td>15 strings**</td>
<td>21%</td>
<td>to make clothes</td>
</tr>
<tr>
<td>1866</td>
<td>Baodi Cty</td>
<td>90 strings &quot;east cash&quot;***</td>
<td>3 strings</td>
<td>3.3%</td>
<td>no comment</td>
</tr>
<tr>
<td>1894</td>
<td>Beijing</td>
<td>80 strings &quot;east cash&quot;***</td>
<td>16 strings**</td>
<td>20%</td>
<td>to redeem pawned clothes</td>
</tr>
</tbody>
</table>

FRAUDULENT SALES

<table>
<thead>
<tr>
<th>Date</th>
<th>Place</th>
<th>Total brideprice</th>
<th>Wife’s share</th>
<th>Percentage</th>
<th>Stated purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>1738</td>
<td>Guangxi Cty, Hubei</td>
<td>28 taels</td>
<td>1 tael*</td>
<td>3.5%</td>
<td>to make clothes</td>
</tr>
<tr>
<td>1754</td>
<td>Xiangyang Cty, Hubei</td>
<td>30,000 cash</td>
<td>3500 cash</td>
<td>12%</td>
<td>to make clothes</td>
</tr>
<tr>
<td>1755</td>
<td>Shangrao Cty, Jiangsu</td>
<td>24 taels</td>
<td>2 taels**</td>
<td>8%</td>
<td>to make clothes</td>
</tr>
<tr>
<td></td>
<td>(same woman sold twice)</td>
<td></td>
<td>16 taels</td>
<td>0.3 tael**</td>
<td>no comment</td>
</tr>
<tr>
<td>1757</td>
<td>Shidai Cty, Anhui</td>
<td>18 strings cash</td>
<td>2 strings**</td>
<td>11%</td>
<td>to make clothes</td>
</tr>
</tbody>
</table>

* Buyer retains this amount from sale price, ostensibly for the woman.
** This amount is paid directly to the woman by seller or matchmaker after sale is finalized.
*** "East cash" (dong qian) or "small cash" (xin qian) was one of several non-standard forms circulating in the nineteenth century; it converted to standard cash at a rate of about 1000:1, so 70 strings would have been worth 70 standard cash (assuming that one string = 1000 cash). See King, 1965: 60-62.

Shidai County, Anhui, in 1757, the woman made a point of demanding two strings of cash from the matchmaker before she joined her new husband. If she had made a scene, the transaction would have fallen through, so it is not surprising that the matchmaker agreed to pay her before delivering the balance of the money to the seller.79

In at least three of these cases, however, the woman did not actually receive any payment. Instead, the contract stipulated that the buyer would retain a portion of the brideprice to pay for her clothing in practice, he would pay the seller that much less. In the 1748 example from Shangrao County, the nominal brideprice was 24 taels, of which the buyer retained 10 taels. Of the latter amount, 4 taels were designated for the woman's clothes and 6 were for child support (because she had brought her son by the seller into the new marriage to raise temporarily). But the woman later testified that she had received no money herself and that the buyer never spent any on her behalf.80 In the 1759 case from Ninggu Independent Department, the nominal brideprice was 28,000 cash, but the buyer actually paid the seller only 19,000, retaining the balance ostensibly for the wife's clothes. But there is no evidence that she received any money.79

Occasionally the natal family of a sold wife received a share of her brideprice too. But such payments were also rare, and there is no evidence that they represented compensation for dowry that had been brought into the first marriage. Instead, when the natal family was paid, the purpose was to secure their cooperation.

Dispute Settlements that Mandated Dowry

Two unusual cases from Ba County shed light on the specific meaning of dowry as marking the opposite of sale. In each case, the settlement—one mediated privately and approved by the magistrate, the other imposed by court judgment—incorporated payment of dowry for the woman to take into a new marriage, as a means of countering the stigma of what had happened to her and ensuring her a fresh start.

In the first case, from 1864, Zhou Zongli suddenly married off his wife, Lai Xingyu, after three years of unhappy marriage. This transaction does not appear to have been a wife sale. According to Zhou and his father, Xingyu was disobedient and had "failed to keep the way of a wife" (bu shou fudao), although the Lai family denied these accusations and held her to be blameless. Zhou's father had felt sufficiently upset by the couple's discord that he forced his son and daughter-in-law to move out and live separately. Zhou Zongli blamed Xingyu for this humiliating breach with his father, and in response he married her off to a carpenter named Hu Er as wife.

Zhou Zongli had not bothered to consult either his own family or hers before taking this action, and when the Lai family found out what he had done, they fetched Xingyu back to her natal home and threatened legal action. Mediators negotiated a settlement whereby, in exchange for avoiding prosecution, the Zhou family agreed to cancel Xingyu's marriage to Hu, yield all claim to her, and pay the Lai family 18,000 cash to finance a dowry for her to remarry respectfully to someone else. The money was paid over before witnesses, and the settlement documented in a written contract, with one copy for each family; the Zhou family's copy survives in the case file. This settlement did not satisfy Xingyu's uncle, however. They vented their anger by attempting to trash the home of Zhou Zongli's father, provoking a brawl, and for this reason, it was the Zhou family in the end that filed charges.

In judgment, the magistrate ordered both families to abide by the terms of the mediated settlement. In addition, he ordered Xingyu's grandfather (the head of her natal household) slapped for failing to restrain his sons from violence.
A key question in this case is whether Hu Er paid any brideprice to Zhou Zhongli for Xingu. In his plaint, Xingu's grandfather accused Zongli of receiving 20,000 cash for her, thereby portraying the transaction unambiguously as an illegal wife sale, in order to cast Zongli in as negative a light as possible. But Zongli denied receiving any payment, and in the formal court hearing no witness mentioned a brideprice or even used the word "sell" (mai) to refer to this transaction. Moreover, poverty was not Zongli's motive to get rid of his wife, and the settlement makes it obvious that the Zhou family was not poor—for all, they had been willing to yield the woman and pay 18,000 cash in order to avoid going to court. It appears that Zongli told the truth: he simply gave his wife to Hu Er for free.

Of course, to dispose of her in this manner (instead of returning her to her natal family) was a profound, calculated insult, and that is what so angered her family. (Note that, since Xingfu had actually entered Hu Er's household, people would assume that she had had sex with him.) The purpose of the 18,000 cash dowry was to compensate for this insult and to provide Xingfu with an honorable fresh start in a third marriage—that is, to help overcome whatever stigma might attach to her for having been discarded so unceremoniously, which might obstruct her natal family's effort to find her a new marriage.

For a husband to pay compensation when divorcing his wife was the opposite of what usually happened. Typically, divorce required a woman's natal family to pay compensation to her husband, the amount often calculated as a refund of the brideprice he had originally paid. For Zhou Zongli to finance a dowry for Xingfu's remarriage implies that, at the very least, he had not bought her from her parents, and she may even have brought some dowry with her when she married him. But the contract for the mediated settlement does not designate the 18,000 cash a refund of previous dowry. Instead, it is portrayed as an indemnity to the La family for the insult to their daughter, to persuade them not to press charges.75

In the second case of mandated dowry, which dates from 1852, peasant Lai Rongfa sold his wife, Cao Shi (an adopted daughter-in-law who was just 16 sui), because of poverty for a brideprice of 6000 cash. The buyer was Wu Fangji, a man of more than 50 sui whose 40-something wife had no issue, and who ("on my father's orders") sought to take a concubine to continue his family line. The transaction itself concluded amicably, but, although Cao Shi seems not to have minded leaving her first husband, she was very unhappy with her second, and after a couple of weeks she ran away to the home of her maternal uncle Hu Zaiying (who was her closest living natal relative). Hu then filed charges against Lai Rongfa and Wu Fangji at the Ba County court.

The magistrate ruled the transaction to be an illegal wife sale, and he imposed an unusual and creative settlement. Since Cao Shi was unhappy with the new marriage, he returned her to her natal family, in the person of her uncle, and ordered the latter to arrange a proper new marriage for her. Her first husband Lai Rongfa could not refund the brideprice he had received (having spent it already), so the magistrate ordered him beaten, along with the two matchmakers (friends of Lai's who had acted for free). The magistrate then ordered Cao Shi's uncle Hu Zaiying to compensate Wu for the brideprice in La's place—the logic seeming to be that, since Hu got the woman, he should pay the price. But in return for not being beaten (as mandated by statute), Wu "volunteered" to pay the entire sum back to Hu Zaiying, so that Hu could buy eight bolts of cloth as dowry for his niece's new marriage. This odd transaction—Hu refunding the buyer's money, and then getting it right back—took place in court under the magistrate's supervision. In the affidavit (jiezhuang) that concludes the case file, Hu Zaiying pledged to marry Cao Shi off properly with a dowry of eight bolts of cloth, and he confirmed that he was "not permitted to accept any brideprice money" for her.

Of course, this magistrate assumed that the default mode of marriage for these people was sale, and his judgment underscores the fundamental similarity between (illegal) wife sale by a woman's husband, and (legal, if stigmatized) marriage sale by a woman's natal family. In this context, the mandated provision of dowry stands out as an extraordinary act of grace that reversed the usual economic logic of marriage. The magistrate's ingenious alchemy converted the illegal brideprice from the wife sale into a dowry, guaranteeing that, the next time Cao Shi married, at least she would not be sold.

The way the magistrate guaranteed that outcome implies a cynical appraisal of the motives of Cao Shi's uncle, who came to court posing as her protector—but who obviously stood to profit by taking custody of her, if he had a chance to sell her off in marriage. In effect, the magistrate called his bluff: if Hu was really so concerned about his niece's welfare, then he should prove it by putting up the money for her dowry.76

THE ECONOMIC LOGIC OF WIFE SALES

This chapter has documented several significant aspects of wife sales in Qing dynasty China. Most important, almost all of these transactions really were sales, in which buyers paid considerable sums of money: on average the rough equivalent of at least two or three years' survival grain or agricultural wages, or two or three draft animals. Nevertheless, wife sales provided a relatively inexpensive means of acquiring a wife, because several factors tended to reduce prices: stigma and illegality depressed prices, to be sure, but more important were the inherent risks in marrying a woman whose first husband was still alive, along with the desperation that forced most sellers to accept the first offer received. Very different sorts of logic framed the extreme ends of the price scale: the low end took the "fire sale" logic of most wife sales to its farthest degree, whereas the high end was a luxury market for concubines and prostitutes not unlike the notorious "fancy
trade" in American slavery. Finally, since children often accompanied sold wives into their new households, the terms of custody and the cost of child support had a major effect on prices.

Major marriage with dowry was the opposite of sale: it was the normative ideal that conferred honor on the bride and her natal family, a status symbol associated with prosperity. Like other status symbols, I submit, its utility derived from the fact that it was out of reach for the poor majority. Dowry served to proclaim that "we are moral enough—and rich enough—not to sell our daughters." Among the poor majority—certainly among the kind of people usually involved in wife sales—a dowry of real value was a rare exception. In this milieu, it appears that most marriages constituted sales of some kind: brideprice-heavy marriage, the sale of daughters to become concubines, widow remarriage, compensated divorce, and direct wife sale were all variations on a theme. The exceptional references to dowry described in the final section of the chapter illuminate by contrast the economic logic of wife sales. They underscore the fundamental similarity between wife sales and other forms of marriage that also constituted sales of some kind.

Negotiations between Men over Wife Sales

SELLING WIVES AND THEN DEMANDING SUPPLEMENTARY PAYMENTS IS STRICTLY PROHIBITED (yan jin mai qiao jia):

... Here in Jiangxi this is customary practice. It happens when shameless husbands and wives are pressed by poverty. The wife will mercilessly nag her husband, casually abandoning all regard for him; and the husband will ignore propriety, thinking only of the money he can get by selling her... Then, as soon as they have cast aside their marriage, the first husband will seize on pretexts to extort supplementary payments (jie daan suo qiao) from the new husband. If the first husband gets even slightly less than he demands, he will file false charges of "illicit sexual relations" or "abduction" against the new husband, thereby disturbing and encumbering the courts. There is simply no end to false charges of this kind! Such evil customs (exi) make one's hair stand on end in outrage!

—FROM A PUBLIC PROCLAMATION ISSUED IN THE EARLY QIANLONG ERA BY THE PROVINCIAL JUDGE OF JIANXI!

The focus of this chapter is the negotiations between men that framed wife sales. These negotiations occurred in two phases. The first, which preceded the transaction, involved measures to reassure prospective buyers by minimizing their risk of being subjected to extortion or ending up in court. First-phase negotiations had the character of self-fulfilling prophecy, however, because many sales were followed by a second phase of negotiations prompted by the seller's demands for more money. The measures taken in the first phase aimed to prevent the second from taking place, but often they failed.

There was widespread awareness that most wife sales were illegal and that the parties to these transactions risked punishment if they ended up in court. All negotiations proceeded in the context of this knowledge, which influenced calculations on both sides: to borrow Robert Mnoekin and Lewis Kornhauser's famous metaphor, the parties bargained "in the shadow of the law." Indeed, when such
Once a wife sale had been concluded, the tables turned. Now it was the buyer who was vulnerable, because he had made a major investment to acquire a wife—usually his first—in hope of setting up a household and having sons. Many of these men had saved for years in order to marry for the first time, and if they lost both wife and investment, would they ever get another chance to marry? Under the circumstances, it is not surprising that buyers would try to appease sellers with at least one supplementary payment.

STRATEGIES TO MINIMIZE RISK AND PERSUADE THE BUYER

Awareness that Wife Sales Were Criminal

Anecdotal evidence throughout the case records shows that many people knew that wife selling was against the law. Sometimes, family members or friends would warn men who were negotiating a wife sale about the illegality of that transaction. In a 1797 case from Pingcheng County, Fujian, a friend warned Xu Yilong that “it’s against the law to ‘sell a divorce for money’ (de cai mai xiu shi fan jin de shi), so, despite his poverty, Xu decided not to sell his wife and broke off negotiations. In an 1803 case from Lianyang County, Gansu, Chen Luyi told his father that he had bought another man’s wife; as his father later testified, “I knew that ‘buying or selling a divorce’ is against the law (mai xiu mai xiu shi fanfa de shi), so I scolded my son. But since the deal was done, there was nothing I could do about it.” In an 1810 case from Tongjiang County, Sichuan, Yang Zongyou was planning “to buy the divorce” of another man’s wife, but his older cousin Yang Zongzheng tried to dissuade him by warning that “to take a wife who already has a husband in marriage is against the law” (qu you fu zhi fu you wei li jin). As these examples show, many people even knew the legal term “to buy or sell a divorce” (mai xiu mai xiu). Magistrates consistently responded to plaintiffs about the illegality of this practice. Such rescripts would be posted publicly at the yamen, and they may have had a propaganda effect that reached beyond the individuals involved in a given case. Some local officials also issued proclamations to publicize the prohibition of wife selling and related practices. An example is the epigraph that opens this chapter.

Given the close resemblance between illegal wife sale and the many other variations of marriage that also might be considered sales, some people must have been honestly confused about what was permitted by law. On occasion, an indigent buyer would respond to false accusations by arguing, “I took her in marriage properly and openly through a matchmaker” (ming mei zeng qu)—by which he meant that no coercion or deception had been involved and the brideprice had been paid in full. Nevertheless, the burden of evidence suggests that most people
negotiating wife sales understood that what they were doing was against the law, even if they did not necessarily believe it to be wrong.

How did this knowledge affect the negotiations that preceded a sale? For buyers, the risk of prosecution and the risk of extortion were closely linked, because it was the criminalization of wife sales that gave sellers much of their leverage. What measures were taken to allay buyers' fears? We have already seen that wife sale contracts were designed to prevent misunderstanding, to shield the buyer from trouble, and to ensure that any dispute would be resolved through mediation and without resort to the courts. Two other strategies to reassure a skittish buyer (or matchmaker) were the use of "request certificates" (qing zi) and petitioning the magistrate for permission to undertake a sale.

"Request Certificates"

Buyers were not only the participants in wife sales who feared trouble. Matchmakers, too, would be vulnerable if a wife sale ended up in court; they had absolutely nothing to gain and also might lose whatever fees they had been paid, in addition to risking a beating. This vulnerability meant that matchmakers, as well, might fear extortion and the threat of false charges. (It also gave them a strong incentive to mediate out-of-court settlements to any disputes that might arise.) Therefore, if a matchmaker was not personally close to the seller, it was normal to demand that the seller provide a "request certificate," or a written statement requesting and authorizing the matchmaker to act on his behalf. Sometimes a more elaborate term was used, such as "contract to prevent future trouble forever" (yang du houhuan wenyu) or "contract requesting and recognizing a matchmaker, and pledging never to change my mind or stir up trouble" (qing ren meihe heng duhuan yang bu fanhui zi shi wenyu). Usually the matchmaker would keep this document after the sale concluded, because its purpose was to protect him or her against an accusation of acting against the wishes of the woman's husband. It seems that professional matchmakers always demanded such certificates before agreeing to act (in wife sales and in arranging widow remarriage), but many people who provided this service more casually did so, as well.

In many court cases, matchmakers testified that they had agreed to represent the seller only after being given such documents. In a 1765 case from Ba County, Peng Desheng testified that "Jiang Xuejun asked me to act as matchmaker in order to sell off his wife in marriage. I was afraid to get involved, but he wrote out a request certificate for me. Only then did I agree to act as matchmaker for him."

The reason so many original request certificates can be found in the archives is that matchmakers who found themselves in court would submit them in self-defense. A request certificate put the onus for the transaction on the seller himself.

Here is a typical request certificate, which was used in a wife sale in Ba County in the early spring of 1858, just after the New Year:

I, Chen Wannian, of this county, hereby establish this request certificate. In the past, our two families relied on a matchmaker for me to take Cao Shi as wife. Against my expectations, we have suffered hardship, with too many mouths to feed, and have fallen into poverty. Having no other choice, my wife and I discussed the situation, and we have repeatedly entreated the matchmaker Chen Hai to find a household to which I can marry off my wife. We must separate in order to survive, and it does not matter whether she marries nearby or far away. In the future, I, Chen Wannian, may not go back on my word, and if I change my mind and cause trouble, the matchmaker may take this certificate to the authorities, and I shall willingly admit my crime without complaint. I hereby establish this request certificate and give it to the matchmaker to keep as proof.

Witnesses: Chi Xingnian, Wang Deye
Scribe: Chen Hexing
Done, on Xianfeng 7:14, by Chen Wannian [mark]

This text explicitly authorizes the matchmaker to present the request certificate in court to prove that the seller himself was responsible for the sale, which is exactly what the matchmaker in this case ended up doing.

In several respects, request certificates resemble wife sale contracts: both are written in the voice of the seller, and sometimes in his own hand; both explain the reason for the wife sale and guarantee no future trouble. In addition, request certificates always emphasize that it was the seller who approached the matchmaker and did so of his own free will. But a request certificate provided to a matchmaker usually would not name the buyer or give the brideprice, because they were not yet known.

An 1828 case from Ba County illustrates a variation on this use of the request certificate. A blacksmith named Chen Youfu decided to sell his wife (he had fallen ill, exacerbating their poverty, and she was very unhappy), so he engaged a married couple who offered matchmaking services; the husband was a waiter in a tavern, an ideal position for hearing news and making contacts. On their instructions, Chen prepared a request certificate and delivered it to them along with his wife, who would stay with the matchmakers until they found a buyer. But the matchmakers failed to find a buyer immediately, and Chen became nervous that his in-laws would find out what he was doing and cause trouble, so he changed his mind. The matchmakers released his wife to him only after he promised to pay them 600 cash to cover her room and board, but he could come up with only 300 cash, and they refused to return his request certificate until he paid the full sum. This dispute provoked a fight, and the parties ended up in court.

If one function of a request certificate was to protect the matchmaker, another was to allay the anxiety of a prospective buyer by proving that the husband had agreed to sell his wife and that this matchmaker had been authorized to represent him. For this reason, it was not unusual for a matchmaker to obtain a request
Petitions for Permission to Sell a Wife

Another strategy to minimize risk was to ask the magistrate for permission. Such petitions took the form of requests to "cun an"—literally, "to file for reference"—or to create an official record of something at the yamen. People might petition to cun an for various reasons, but the basic purpose was to create a record consisting of the petition and the magistrate's rescript, which could be consulted in case of need. A magistrate's agreement to create an official record indicated his approval. Such a petition was usually prompted by the buyer's fear that either the seller might attempt extortion or the woman's natal family might object. The buyer himself might submit such a petition, but in most of my examples the seller did so in order to persuade the buyer to agree to the sale. A magistrate's agreement to create such a record meant that the buyer need not fear going to court if necessary and thus protected him against extortion.

In an 1836 case from Nanpu County, we find a magistrate approving a request for permission to sell a wife. This case concerned a young man named Liu Guodong, whom various parties described as mentally deficient and incapable of supporting his wife, Yang Shi. The couple had initially been supported by Liu's father, Liu Dashun, but after Dashun died their difficulties worsened dramatically. Liu's widowed mother, Liu Sun Shi, and other elders of the Liu family finally concluded that the situation was untenable and decided to sell Yang Shi in marriage. She and her father agreed.

Two members of the Liu lineage who acted as matchmakers identified a young widower named Huang Wan'guo (22) as a likely buyer. But Huang was anxious about marrying a "wife with a living husband," so Liu Sun Shi agreed to submit a petition explaining that her son's "illness" and poverty made it necessary for her to marry off her daughter-in-law to someone else, and asking permission to "create an official record" to that effect. The magistrate responded: "If Liu Sun Shi [feels that she must] marry off her daughter-in-law Yang Shi because of her son's illness, then she may do as she pleases." After seeing this rescript, Huang agreed to buy Yang Shi for a brideprice of 16,000 cash.

The wife sale contract (of which an official transcript exists on file) is drawn up in the names of husband Liu Guodong, his mother Liu Sun Shi, and his two paternal uncles, and witnessed by three other men of the Liu lineage. The contract records the act of petitioning the magistrate: "Representatives of the Liu and Yang families entered the city and petitioned for permission for [Yang Shi] to remarry to someone else, so there is an official record that can be checked if necessary; only then did Wan'guo agree to the marriage." Moreover, at the very end of the contract there is a transcription of the magistrate's rescript granting permission.

Later, this case came to court because the two uncles whose names appear on the contract demanded supplementary payments from the buyer; and when he
refused to pay (feeling protected by the magistrate's rescript), they filed charges accusing him of abducting Yang Shi. In self-defense, Huang Wanguo explained all that had happened, referred the magistrate to the "official record" on file, and submitted the wife sale contract as supporting evidence. The case file is incomplete, but the fact that the contract was transcribed for the record (instead of being confiscated) indicates that the second marriage was ratified in conformity with the magistrate's rescript granting permission.23

This example of a magistrate approving a petition for permission to sell a wife is unique in my case sample. The unusual circumstances would seem to explain this magistrate's attitude, in particular the fact that the petition came from the husband's mother, backed by her brothers-in-law, who portrayed him not only as poor but also as disabled. Magistrates usually rejected petitions "to create a formal record" for wife sales, and such petitions might backfire badly on those who submitted them. Magistrates would react with harsh rhetoric, citing the criminality of "buying or selling a divorce" and threatening dire consequences.

We find a typical example in the following case. Yan Zongpin (33) was a runner at the yamen of Jiangbei Subprefecture, located directly north of Chongqing on the opposite bank of the Jialing River (which served as the northern boundary of Ba County). Yan and his wife, Qiu Shi, were very poor, and they had no children; they lived with Yan's mother. In early 1875, in the last month of the lunar year, Qiu Shi managed to cross the river and make her way to the Ba County yamen, where she filed an oral complaint that her husband and mother-in-law wanted to sell her to two female matchmakers, who planned to take her "downriver" and resell her into prostitution (the matchmakers testified that, since Qiu Shi was "young and attractive," she would be a good candidate for that work). At trial, however, Yan testified that he had been away on official duties and his mother had made these arrangements without his knowledge. The magistrate opted to return Qiu Shi to Yan, forbidding any further abuse of her, while ordering the two matchmakers slapped; no one else was punished.

But within a month, just after the New Year, Yan was back at the Ba County yamen, where he submitted a petition asking permission to "create an official record" so that he could sell his wife in marriage. His previous testimony notwithstanding, this petition candidly admits that he had tried to sell her once before, because "I am desperately poor and simply cannot support her." This time, he explains, he is trying to do things properly: first he discussed the situation with his wife and secured her consent; then he engaged a new set of matchmakers to negotiate her sale to a man named Yang Zehong, and Qiu Shi "happily approves" of the match. Yang has already paid Yan in exchange for a "contract bearing my hand and foot prints." But now the buyer "fears that later on I will go back on our agreement and make excuses to extort and cause trouble, and he is unwilling to proceed without official permission"—hence Yan's petition.

The rescript on Yan's petition illustrates how magistrates usually reacted to such requests: "Both selling and buying divorce are strictly prohibited! (mai xiu mai xiu da gan li jin). Do not brazenly request permission to create an official record for such a purpose!" The case file ends there. A 1753 case from He Department, Sichuan, shows that a petition to "create an official record" might be prompted by knowledge both that wife sale was illegal and that magistrates sometimes approved wife sales anyway. In this case, Yuan Ren (a migrant from Guangxi who earned a living making wine) had arranged to buy Zhou Shi from her husband, Wen Shaoliang (the couple were destitute migrant laborers from Guizhou). But Yuan's cousin Fan Pinshen stopped him with the following warning: "This woman is a wife with a living husband, so you can't take her in marriage unless you petition the local magistrate and get official permission to do so." Yuan Ren insisted that Wen and the matchmaker accompany him to the departmental yamen, where they filed a petition "to create an official record" for the proposed wife sale. But the magistrate happened to be out of town, and Yuan finally canceled the transaction and returned home.

Some petitioners anticipated a negative reaction, so, when petitioning to create an official record in order to allay buyers' fears, they tried to disguise the facts in order to forestall an outright rejection. I have several examples of such disingenuous petitions. A typical one comes from Nanbu County, dated 1869. The file begins with a petition from one Hong Zhengwen explaining that he is both poor and chronically ill; that his wife, Zhu Shi, is unhappy, disobedient, and refuses to remain married to him; and that both families have concluded it would be best for the couple to separate and "to let her go on her own way" if Hong recovers his health, he may choose to take another wife, and now he wants "to create an official record" in order to prevent her or her natal family from causing trouble in the future. But Hong makes no mention of any compensation for divorcing his wife, let alone the possibility that he might just sell Zhu Shi himself.

The magistrate's rescript is brief and to the point: "Since you both are willing to separate (liang yuan huiyi), then you should rely on your two families and the matchmaker and witnesses from your marriage to make appropriate arrangements. It is not necessary to create an official record asking permission." Here, the magistrate is citing the accepted standard for divorce under Qing law (see Chapter 9).

The next document in the file is a plaint from the same Hong Zhengwen, filed two months later, in which his given name is written with different characters and he is listed as having a different age than in his previous petition—these discrepancies apparently represent a clumsy attempt to prevent the yamen staff from linking him with the man who had asked permission to create an official record about his divorce plans. In this new plaint, Hong claims that his wife's natal family, a matchmaker, and a thug named Wang Dejing had conspired to kidnap his wife and sell her to Wang in marriage, all behind Hong's back, and that when he discovered
their nefarious deed and protested, they had beaten him up to deter him from doing anything about it.

Unfortunately for Hong, he was immediately identified as the earlier petitioner, and the magistrate's rescript is severe: "If in fact you have sold a divorce and are now practicing extortion, then you will be severely punished without mercy!"

There follows a series of plaints from the buyer's father, the woman's father, and various natal relatives of hers, all agreeing that Hong had voluntarily sold his wife to Wang Dejin for fourteen strings of cash, and that he had already extorted a further 2000 cash from Wang in exchange for a written pledge never to cause trouble again. Hong had then filed false charges in an attempt to pressure Wang to pay him even more. The magistrate's response: "To sell a divorce because of illness, and then attempt extortion, is an extremely disgusting sort of evil practice!"

The file is incomplete, but it does contain the original wife sale contract bearing the prints of Hong's left hand and right foot, so at least we can be sure that it was confiscated and the transaction canceled.

These petitions show that petitioners understood wife sale to be illegal but also that magistrates occasionally permitted such transactions—why else would these people think it worthwhile to seek permission? In addition, such petitions reveal a strong and widespread belief that a wife sale motivated by poverty, transacted through a matchmaker without deceit or coercion, was reasonable and should be permitted. These are the elements consistently emphasized by such petitions, which are often accompanied by contracts submitted as supporting evidence that stress the same points. From this standpoint, a wife sale was no more shameful than widower remarriage—which, after all, usually involved a very similar transaction.

This alternative perspective emerges in a remarkable 1853 case from Ba County, in which litigants had the audacity to contest the magistrate's reading of the law. In this case, peasant Chen Youqian filed a candid petition to create an official record of his purchase of Liang Shi, the wife of beggar Yang Zongpan, along with their little daughter. Chen's reason for reporting this transaction was the usual buyer's fear of future trouble: he wanted to create an official record so that "if Yang Zongpan or Liang Shi's natal family collude to harm me, there will be a record on file to serve as evidence."

There is no hint in Chen's petition that he understood wife sale to be illegal, but the magistrate was quick to enlighten him: "Selling and buying a divorce are both strictly prohibited by law!" Liang Shi's father, Liang Zongzhi, and her first husband, Yang Zongpan, were summoned to testify. But these men begged the magistrate to reconsider. Liang Zongzhi explained that Yang had failed to support his family and that Liang Shi, out of desperation and hunger, had often returned to her natal home; in the end, Liang had persuaded Yang to sell his wife and daughter so that they could escape their hopeless situation. Yang, for his part, explained that he had sold

his wife and daughter so that all three could "survive by fleeing our separate ways." He even credited her new husband, Chen, for helping pay for his medical care in addition to paying Liang Shi's brideprice. (Chen's charity is a good example of a buyer's sympathy for the seller as the loser in a wife sale.) Yang went so far as to challenge the magistrate's rescript on the criminality of "selling a divorce": "The fact is, I sold my wife in marriage because I had no means to support her, so my selling her has nothing to do with the law against 'selling a divorce.'" In conclusion, both Liang and Yang urged the magistrate to "consider the facts" and refrain from interfering.

The case file ends there, leaving us ignorant of how these people ultimately fared. But, clearly, they believed that they had done the right thing, regardless of what the magistrate might say about the law. Their argument articulated an understanding of right and wrong independent of legally codified norms.

# Negotiations over Supplementary Payments

The single most common reason a wife sale ended up in court was that the seller (or occasionally a member of his family) would demand more money from the buyer after the sale was complete—often months and occasionally even years later. These scenarios account for 43 percent of the routine cases in my sample from local archives. Demands for supplementary payments also figure prominently in the disputes that provoked homicidal violence in my sample of xingke tian. In making such demands, it was common for the seller to threaten to file charges, and sometimes he would actually do so. Sellers seldom intended to pursue their lawsuits all the way to formal judgment—rather, they hoped to intimidate buyers into paying them off. But a buyer wearied by incessant demands might call the seller's bluff by filing a counter-plaint with the wife sale contract attached.

In fact, it is clear that buyers would often make at least one supplementary payment. Given the risk involved in going to court, plus the cost of litigation, it was far safer and possibly cheaper simply to give the seller some more money. These supplementary payments could be substantial, as shown in Tables 4 and 5.

Table 4 shows forty-four examples from the local court records. In each of these cases, we know that the buyer made at least one supplementary payment prior to litigation, and in seven of them, at least two payments were made (the largest number of documented payments in a single case being four). In at least thirteen cases, such payments equaled or exceeded the original brideprice. (Note that, thus far, we have focused on open, direct wife sales, but as these tables show, sellers would demand supplementary payments after compensated divorces and fraudulent sales as well.) Buyers made these payments mainly to avoid litigation but also—in at least some cases—out of a grudging sense of obligation to help the sellers, who were usually far worse off than they; one senses on the part of these
Table 4: Supplementary Payments: Examples from Local Cases (One Payment Unless Noted)

<table>
<thead>
<tr>
<th>Year</th>
<th>County</th>
<th>Bridal Price</th>
<th>Type of Transaction</th>
<th>Total Supplementary Payment(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1808</td>
<td>Ba</td>
<td>5 taels</td>
<td>open sale</td>
<td>1000 cash</td>
</tr>
<tr>
<td>1813</td>
<td>Ba</td>
<td>1500 cash</td>
<td>open sale</td>
<td>11,200 cash</td>
</tr>
<tr>
<td>1815</td>
<td>Ba</td>
<td>unclear</td>
<td>open sale</td>
<td>1000 cash</td>
</tr>
<tr>
<td>1818</td>
<td>Ba</td>
<td>20 taels</td>
<td>open sale</td>
<td>24 taels</td>
</tr>
<tr>
<td>1819</td>
<td>Ba</td>
<td>5400 cash</td>
<td>comp. divorce</td>
<td>400 cash</td>
</tr>
<tr>
<td>1824</td>
<td>Nanbu</td>
<td>4000 cash</td>
<td>open sale</td>
<td>4000 cash</td>
</tr>
<tr>
<td>1826</td>
<td>Ba</td>
<td>2000 cash</td>
<td>comp. divorce</td>
<td>2000 cash</td>
</tr>
<tr>
<td>1833</td>
<td>Na</td>
<td>4000 cash</td>
<td>fraudulent sale</td>
<td>4000 cash</td>
</tr>
<tr>
<td>1836</td>
<td>Na</td>
<td>12 strings cash</td>
<td>open sale</td>
<td>2000 cash</td>
</tr>
<tr>
<td>1841</td>
<td>Ba</td>
<td>30 taels</td>
<td>fraudulent sale</td>
<td>3000 cash</td>
</tr>
<tr>
<td>1843</td>
<td>Ba</td>
<td>100 taels</td>
<td>comp. divorce</td>
<td>120 taels (2 payments*)</td>
</tr>
<tr>
<td>1849</td>
<td>Ba</td>
<td>10 taels</td>
<td>comp. divorce</td>
<td>15 taels*</td>
</tr>
<tr>
<td>1851</td>
<td>Ba</td>
<td>8000 cash</td>
<td>fraudulent sale</td>
<td>8000 cash</td>
</tr>
<tr>
<td>1851</td>
<td>Ba</td>
<td>unclear</td>
<td>comp. divorce</td>
<td>26 taels (4 payments)</td>
</tr>
<tr>
<td>1852</td>
<td>Ba</td>
<td>5000 cash</td>
<td>open sale</td>
<td>2000 cash</td>
</tr>
<tr>
<td>1853</td>
<td>Ba</td>
<td>3 strings cash</td>
<td>open sale</td>
<td>4 strings cash</td>
</tr>
<tr>
<td>1853</td>
<td>Ba</td>
<td>unclear</td>
<td>open sale</td>
<td>coffin for mother-in-law</td>
</tr>
<tr>
<td>1854</td>
<td>Ba</td>
<td>4000 cash</td>
<td>open sale</td>
<td>1300 cash</td>
</tr>
<tr>
<td>1854</td>
<td>Ba</td>
<td>unclear</td>
<td>open sale</td>
<td>unclear</td>
</tr>
<tr>
<td>1857</td>
<td>Ba</td>
<td>5000 cash</td>
<td>open sale</td>
<td>1600 cash (2 payments)</td>
</tr>
<tr>
<td>1857</td>
<td>Ba</td>
<td>5000 cash</td>
<td>open sale</td>
<td>2000 cash</td>
</tr>
<tr>
<td>1858</td>
<td>Ba</td>
<td>20,000 cash</td>
<td>open sale</td>
<td>20,000 cash</td>
</tr>
<tr>
<td>1859</td>
<td>Na</td>
<td>10 strings cash</td>
<td>open sale</td>
<td>2200 cash (2 payments)</td>
</tr>
<tr>
<td>1860</td>
<td>Na</td>
<td>2000 cash</td>
<td>fraudulent sale</td>
<td>2000 cash</td>
</tr>
<tr>
<td>1862</td>
<td>Na</td>
<td>unclear</td>
<td>fraudulent sale</td>
<td>5 strings cash</td>
</tr>
<tr>
<td>1862</td>
<td>Na</td>
<td>11 strings cash</td>
<td>open sale</td>
<td>11 strings cash</td>
</tr>
<tr>
<td>1865</td>
<td>Na</td>
<td>4 strings cash</td>
<td>open sale</td>
<td>2500 cash</td>
</tr>
<tr>
<td>1865</td>
<td>Na</td>
<td>11 strings cash</td>
<td>open sale</td>
<td>4400 cash</td>
</tr>
<tr>
<td>1865</td>
<td>Na</td>
<td>2000 cash</td>
<td>open sale</td>
<td>6900 cash</td>
</tr>
<tr>
<td>1867</td>
<td>Ba</td>
<td>20 taels</td>
<td>comp. divorce</td>
<td>12 taels</td>
</tr>
<tr>
<td>1868</td>
<td>Ba</td>
<td>70 strings east cash</td>
<td>open sale</td>
<td>5 strings east cash + jacket</td>
</tr>
<tr>
<td>1868</td>
<td>Ba</td>
<td>7 strings cash</td>
<td>open sale</td>
<td>1600 cash</td>
</tr>
<tr>
<td>1869</td>
<td>Na</td>
<td>6000 cash</td>
<td>open sale</td>
<td>1600 cash</td>
</tr>
<tr>
<td>1869</td>
<td>Na</td>
<td>16 strings cash</td>
<td>open sale</td>
<td>2000 cash</td>
</tr>
<tr>
<td>1869</td>
<td>Na</td>
<td>unclear</td>
<td>open sale</td>
<td>unclear</td>
</tr>
<tr>
<td>1870</td>
<td>Na</td>
<td>11 strings cash</td>
<td>open sale</td>
<td>4000 cash</td>
</tr>
<tr>
<td>1872</td>
<td>Na</td>
<td>10,400 cash</td>
<td>fraudulent sale</td>
<td>2500 cash</td>
</tr>
<tr>
<td>1872</td>
<td>Na</td>
<td>12 strings cash</td>
<td>fraudulent sale</td>
<td>30 strings cash</td>
</tr>
<tr>
<td>1878</td>
<td>Na</td>
<td>14 strings cash</td>
<td>open sale</td>
<td>6 strings cash</td>
</tr>
<tr>
<td>1881</td>
<td>Na</td>
<td>6 strings cash</td>
<td>fraudulent sale</td>
<td>12 strings cash; 3200 cash</td>
</tr>
<tr>
<td>1889</td>
<td>Na</td>
<td>10,000 cash</td>
<td>fraudulent sale</td>
<td>16,000 cash</td>
</tr>
<tr>
<td>1900</td>
<td>Ba</td>
<td>30 taels</td>
<td>fraudulent sale</td>
<td>30 taels + 3 strings cash</td>
</tr>
<tr>
<td>1910</td>
<td>Na</td>
<td>15 strings cash</td>
<td>fraudulent sale</td>
<td>24 strings cash; 10 strings cash (2 payments)</td>
</tr>
</tbody>
</table>

*  exclusion paid by natal family; ** by new husband

Table 5: Supplementary Payments: Examples from xingke tiben

<table>
<thead>
<tr>
<th>Year</th>
<th>Province</th>
<th>Bridal Price</th>
<th>Type of Transaction</th>
<th>Total Supplementary Payment(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1755</td>
<td>Jiangdu</td>
<td>28.4 taels</td>
<td>open sale</td>
<td>amount unclear</td>
</tr>
<tr>
<td>1768</td>
<td>Jiangdu</td>
<td>4000 70% cash</td>
<td>open sale</td>
<td>1 tael; 2 items of clothing to be paid*</td>
</tr>
<tr>
<td>1786</td>
<td>Shandong</td>
<td>14,000 small cash</td>
<td>open sale</td>
<td>12,000 small cash</td>
</tr>
<tr>
<td>1798</td>
<td>Zhejiang</td>
<td>13,000 cash</td>
<td>open sale</td>
<td>2000 cash</td>
</tr>
<tr>
<td>1804</td>
<td>Sichuan</td>
<td>13.5 taels</td>
<td>open sale</td>
<td>14 taels</td>
</tr>
<tr>
<td>1805</td>
<td>Zhejiang</td>
<td>30,000 cash</td>
<td>fraudulent sale</td>
<td>amount unclear</td>
</tr>
<tr>
<td>1813</td>
<td>Gansu</td>
<td>52 taels</td>
<td>fraudulent sale</td>
<td>1200 cash; 800 cash*</td>
</tr>
</tbody>
</table>

* Two separate payments

buyers a combination of annoyance, exasperation, and pity. In each of these cases, however, the seller subsequently asked for even more money and was rebuffed, at which point he filed charges against the buyer, or the buyer filed charges against him instead.

Table 5 shows seven examples from xingke tiben, all involving homicide, in which we know that the buyer made at least one supplementary payment before the seller's further demands provoked a violent confrontation. This smaller sample from six provinces tells the same story as the three-county sample of local cases: the relative values of supplementary payments and bridaprices are similar, with at least one payment exceeding the original bridaprice; and in two cases we know that the buyer made two separate payments. It seems safe to conclude that for the seller to demand such payments (and for the buyer to pay at least one) constituted a fairly routine feature of wife sales.

Land Sales in the Peasant Economy

Cases that came to court because of demands for supplementary payments reveal a remarkably close parallel between male peasants' attitudes toward wives and their attitudes toward land. To understand the perspective of a man who sold his wife, it is necessary to have a firm grasp of how land sales worked in the peasant economy.

In theory, land sales were either conditional—the default form of sale—or absolute.29 In a conditional sale (dian mai, also known as "live sale," huo mai), the sale price was less than the land's full market value, and the seller retained the right to "redeem" (shu, sianhu, huihu) the land by refunding that sum within a fixed period of time, at which point the buyer was required by law and custom to return the land to the seller. But if the seller failed to redeem the land (a frequent outcome, given that peasants often sold land out of desperation and found it difficult to redeem it), then, in principle, the buyer could convert a conditional sale into an
absolute sale by making one final payment (zhao tie) that would cover the difference between the original sale price and the land's current market value. Given the long-term secular rise in land prices, however, the more time passed the more expensive this would be, so converting a conditional sale to an absolute one by paying the zhao tie was often not to the buyer's advantage or within his means. In short, many land sales resulted in an ambiguous situation—with the land not redeemed, but the transaction not converted to absolute sale—that might continue indefinitely.

As long as the buyer did not pay the final zhao tie, the seller was entitled to redeem his land. But if the seller could not afford to do so, it was common to demand a series of smaller "supplementary payments" (zhao jia) instead, sometimes long after the sale had occurred; the seller might threaten to redeem the land (at original sale price) unless the buyer made the supplementary payment. Buyers usually agreed, because the more time went by, the bigger the gap between the original price and the current market value. The timing of demands for supplementary payments correlated with the rise of land values, which sellers felt entitled to share. The Qing state repeatedly attempted to limit supplementary payments to a single, final zhao tie, but such attempts failed, and conditional sellers continued to demand and receive multiple supplementary payments through the end of the Republican era. (The persistence of this practice in defiance of the state shows that community norms and regulatory mechanisms had a much stronger influence than formal law.) To complicate things further, it was not uncommon for the conditional buyer to rent the land back to its seller, who would continue to cultivate it. In other words, conditional sale enmeshed land in a complex web of claims that limited its alienability, and it created a relationship between seller and buyer in which the seller felt entitled to a continuing stream of income from the land while retaining the option of redeeming it.

In theory, land transferred by absolute sale (jue mai or du mai, also known as a "dead sale," si mai) was not redeemable, and after paying the agreed price the buyer owed nothing more. In practice, however, it was not uncommon even after an ostensibly absolute sale for the seller to demand supplementary payments and to act as if it had in fact been conditional. Qing lawmakers tried to eliminate ambiguity by ordering that any transaction for which the contract did not explicitly state "absolute sale" be considered conditional by default. This policy reflected the fact that, in customary practice, the default form of land transfer was indeed conditional sale. It also protected the seller (seen as the weaker party) by placing the burden of proof on the buyer.

Sellers and their descendants might demand repeated supplementary payments from buyers and their descendants, sometimes over a period of decades, and also typically claimed a permanent right to redeem the land if they chose to do so. Whereas the seller (and his heirs) felt a continuing sense of connection and entitle-

ment, the buyer (and his heirs) would resent being the object of what felt, as time passed, more and more like extortion. It is not surprising that these negotiations provoked much litigation.

The Parallel between Wives and Land

Peasant land sales are relevant for our inquiry because we find exactly the same vocabulary and a number of analogous practices in wife sales, including the distinction between conditional and absolute sale and the practice of demanding supplementary payments even in ostensibly absolute sales.

Relatively few wife sales were explicitly termed conditional. A typical contract for wife sale follows the format of a contract for an absolute land sale, stating that the brideprice has been paid in full and the seller's relationship with the wife irrevocably severed. Nevertheless, it is obvious that many sellers felt a strong and continuing sense of entitlement vis-à-vis their wives. These men still referred to the women as their wives, even after having sold them—and, very often, the women also continued referring to these men as their husbands. In testimony, it was standard for a man who had sold his wife to identify her by saying (for example), "this Chen Shi is my wife" (zhe Chen Shi shi xiao dao qie)—not "ex-wife," or "the wife I sold," or "the woman who used to be my wife"—regardless of how much time had passed. Terms such as "the wife of a living husband" (huoren qie, shengren qie, or simply sheng qie) or "a wife who already has a husband" (you fu zhi fu), used all over China to refer to a sold wife, reinforce the sense that, in some fundamental way, the seller remained the woman's real husband.

When sellers demanded supplementary payments, their words reflect this sense of entitlement as well as burning resentment at the low prices they had had to accept. In a 1768 case from Nanhui County, Jiangsu, a seller named Gu Shi had already extracted two supplementary payments from his wife's buyer, Chi Chao, when he demanded yet another. Chi scolded Gu for trying to cheat him out of his "hard-earned money": "What makes you think I have so much money to give you?" But Gu cursed him, saying, "I sold my wife to you—do you really think she's worth only that handful of taels you paid, and that you owe me nothing more?" (nandao zhi zhidu zhe jiang xingzi, bu gai zao xie qian mei). In a 1794 case from Gushi County, Henan, Quan Yuyao demanded a supplementary payment in the following terms: "When I sold my wife to you, all I got for her was 5000 cash. Now I've got nothing left and can't get by, so you should give me a few thousand cash more to live on." In an 1813 case from Renshou County, Sichuan, the seller had had to accept a mere 1000 cash to close the deal, but he had no intention of settling for such a small sum; just four days later, he visited the buyer, who later testified: "He said that the brideprice he had previously agreed to was too small, and demanded that I give him an additional 2000 cash, only then would he leave us alone. He said that if I refused he would take his wife back."
advantage of and benefited from the seller's misfortune. Thus, the buyer would traditionally hold a feast to thank the mediators and witnesses to the sale, whereas the seller was an object of pity and, possibly, scorn.

Practically everything said here about land would apply equally to a wife. Among the peasantry, social status and economic viability depended above all on family farming, for which a man required both land and a wife; moreover, a man had to have sons to fulfill his duty to ancestors. Land was vital for material maintenance of a patriarchal family; equally, a wife was vital for that family's biological and social reproduction. Moreover, in China full social adulthood came with marriage and reproduction (some might say that this continues to be true). Therefore, a man driven to sell his wife would inspire both pity and contempt—the latter sometimes expressed in organized hazing. Equally, a man who bought "the wife of a living husband" was seen as having benefited from and even taken advantage of his misfortune. This view was expressed in a folk proverb, "haozhuan bu qu huoren qi": a real man—that is, a man of honor, of conscience—does not take in marriage the wife of another man who is still living.29

The parallel between land and a wife is expressed in other proverbs, such as, "if you have money, don't take in marriage a living man's wife; if you want land, don't choose roadside land" (you qian bu qu huo ren qi, yao di bu yao shun dao de). The reasoning here seems to be that buying a wife with a living husband was risky, and so was buying roadside land (because crops would be vulnerable to damage and theft). Variations include, "if you buy land, don't buy land by a river; if you take a wife, don't take in marriage a living man's wife" (mai di bu mai he wan di, qu qi bu qu huo ren qi) and "if you have money, don't farm land with no tax grain quota; if you have money, don't take in marriage a living man's wife" (you qian bu zong bu liang di, you qian bu qu huo ren qi). The reference to "land by a river" reflects the fact that, in southern China, waterways rather than roads were often the main thoroughfares. In the latter variation, the reasoning seems to be that wives with living husbands and land with no tax grain quota are both seemingly cheap deals with suspicious strings attached.30

In many parts of China, folk beliefs about the polluting effects of marital separation also reflect the parallel between wives and land. In Hunan, according to a Republican-era survey of customs, "when a woman with a living husband marries out...it is necessary both to write the contract and to have the woman mount the sedan chair at the roadside or the toilets [i.e., away from the home and agricultural fields], because it is said that no plants will grow where those things are done."31 A proverb from Fujian held that "divorcing a wife will ruin your land, and there's nothing you can do about it for the rest of your life" (xiu qi hui di, dao luo bu ji).32 Similar sayings can be found in Taiwan: "No grass will grow for three years on the land where a wife is divorced"; "No grass will grow for three years on the land where a divorce contract is written"; and "If the ink used to write a divorce

As the last example illustrates, many husbands seem to have assumed that they retained the option of redeeming or simply taking back their sold wives at some later date, even though those sales had supposedly been absolute and final. Sometimes, for example, a husband would persuade his wife to cooperate with a sale by promising to redeem her once he had saved up enough money to refund her brideweprice. Or, after the sale had been transacted, he might inform her that he intended to redeem her as soon as he was able (although not every wife expressed enthusiasm at the prospect). As one seller later testified (in an 1802 case from Dayi County, Hunan): "It seemed really difficult to let go of our mutual feeling and relationship (qingren nan she), so I told my wife that I had sold her temporarily only because of poverty, and in the future, after I have saved enough money, I would redeem her and get her back."33 In other cases, if a wife's natal family was outraged at her sale, the husband would promise to redeem her, as long as they helped defray the cost of doing so.34 There are also cases in which sellers demanded supplementary payments and, when rebuffed, threatened to take their wives back—such men believed that, unless satisfied, they could simply cancel a wife sale without refunding the original brideweprice.35 These examples blur the boundary between absolute and conditional sales, showing that many a husband assumed that his claim to his wife had not been severed by the act of selling her, regardless of what her buyer might think. Buyers would complain of "extortion" and "blackmail" (suo, eeza), but in land disputes they complained in exactly the same way.

What was the shared logic between sales of wives and of land? The logic framing peasant land sales was what Philip Huang has called "a precommercial ideal of permanence in landholding," an ideal that reflected, among other things, all the labor the seller and his family had put into the land prior to the sale. It was this logic that held sold land to be permanently redeemable and empowered sellers to demand repeated supplementary payments. The conditional nature of most land sales extended survival credit to poor peasants who had sold land while securing further income and an indefinite opportunity to recover their land.36

In the poor peasant economy, land carried a meaning and value very different from those associated with commodities in a capitalist economy. As Huang explains, land was much more than just a piece of property to be bought and sold. It was more even than the source of a man's livelihood. It was the very basis for his sense of dignity, and for his status in the village community. It was what separated him from the sorry lot of the homeless who were forced to drift from place to place, and it embodied the very continuity of his patrilineal ancestry and descent, concretized in the family gravesite. Sales of land could thus be acts of profound symbolic meaning for the seller.
contract is spilled on grass, the grass will wither and die." The common theme is that destruction of a household's biological fertility (through loss of the wife) would endanger the fertility of its land, through a kind of sympathetic magic.

Of course, there are significant differences between a wife and a parcel of land (aside from the obvious fact that land is an inanimate object whereas even a sold wife could exercise some agency). Land is immovable, so buyers for land were sought locally, and kin and immediate neighbors enjoyed the customary "right of first purchase." In wife sales, however, as in conventional marriage, village exogamy seems to have been the rule, and the rare exceptions found in the case records suggest that selling a wife within one's own village was a recipe for trouble. Another clear difference is that land properly maintained will retain its value indefinitely—hence the opportunity for a seller's heirs to redeem sold land or demand supplementary payments from the buyer's heirs even decades after a sale.44 In contrast, women are mortal, of course, and their fertility has an even shorter life. Thus, after wife sales, most demands for supplementary payments were made within one year of the sale, often within just a few weeks. A corollary is that a land sale contract retained its use as title deed as long as the land was not resold; for this reason, vast numbers of these documents survive from the Qing dynasty. But a wife sale contract retained value only for the lifetime of the woman and her buyer, so almost none of these documents survive outside local court archives.

These differences notwithstanding, the shared vocabulary and contractual forms of sales for land and wives, and the demands for supplementary payments found in wife-selling cases, evidently reflect an attitude about wives fundamentally similar to peasants' attitude about land. It is as if an asset as vital as land or a wife could not be alienated absolutely, no matter what superficial form a transfer might take; there was a fundamental connection, tied up with status, identity, survival, and morality, that could not be severed by the payment of money.

In other words, to "sell" a wife (or a piece of land) did not sever one's connection to that wife (or land) so much as it initiated a new and ongoing relationship between seller and buyer—a relationship in which the buyer was seen as morally obligated to assist the seller, whose misfortune had benefited him. This imbalance also meant that the buyer had far more to lose by going to court than the seller did, and that is why buyers often agreed to make supplementary payments. This logic of negotiation between men framed wife sales and fueled much of the related litigation.

"Submission Contracts" and the Negotiation of Supplementary Payments

When a buyer agreed to make a supplementary payment, it was standard practice for the seller to provide a "submission contract" (fu yue) or "acknowledgment contract" (ren yue) in exchange. There are many different terms for such documents, but they all share certain features because their purpose was to ensure that the seller would make no further demands for money or otherwise harass the buyer. This purpose is reflected in some of the more elaborate terms for these documents, such as "contract promising never again to demand supplementary payments"; "contract promising that I will never change my mind or attempt further extortion"; and "contract promising that I will never again use the pretext of having sold my wife to attempt extortion."

In this section, we start by examining three cases from Ba County that illustrate how supplementary payments were negotiated and documented. There are dozens of references to submission contracts in both local and central case records, and many original examples survive in the Ba and Nanbu County archives. These documents were part of the relatively uniform vernacular contract culture found throughout China before the revolution. As with wife sale contracts, however, they survive only as a result of being confiscated during prosecution, when a magistrate canceled the second marriage. (If instead the ratified the second marriage, then he would let the buyer retain the contract and any related documents.) For this reason, the following three cases all conclude with harsh judgments that demonstrate the risk of taking a dispute over a wife sale to court. These examples document the process of negotiating supplementary payments, but they also show why the threat to file charges was taken seriously.

An 1854 case provides a classic example of an open sale followed by the extortion of a single supplementary payment. After seven years of marriage, Li Mingzhong (40) and his wife, Zhu Shi, decided to "separate in order to survive," and with his mother's permission Li arranged to sell Zhu Shi to Wan Er, a maker of musical instruments who lived in Chongqing. Two friends served as matchmakers, for free. The wife sale contract is written in the voices of Li and his mother, who acted to zhu kan:

I, Li Yang Shi, and my son Mingzhong hereby establish this handprint contract in which we voluntarily authorize the marrying out (of Mingzhong's wife, Zhu Shi). The situation is as follows: in years past, Mingzhong took Zhu Shi in marriage as his wife, but now the family is poor, we have trouble getting our daily food, we are as impoverished as if washed clean by water (fu ru shui xi). Therefore, mother and son have discussed the situation and voluntarily agreed to ask our neighbors Ma Xinwen and Zhang Xinghun to negotiate to marry Zhu Shi to Wan Er as wife. Relying on the matchmakers, we have agreed in face-to-face discussion on a bridewealth of exactly 4000 cash, and on this day we have received the full amount with our own hands. In the future no one from either natal or affinal families, whether now present or not, may say different or make excuses to cause trouble. Li Mingzhong and his mother will exert all their effort to oppose anyone who tries to do so. This agreement is made voluntarily by both the Li and Wan families, without any deception or coercion. Fearing that words alone are not reliable, we hereby establish this contract authorizing Zhu Shi to marry out in order to serve as proof.
Footprint, handprint, voluntary agreement [the contract bears a left footprint and a left handprint, with these words written inside] 
Neighbors [four men, including scribe] witnessing together

The contract bears the names and marks of Li Yang Shi (a circle) and her son Li Mingzhong (a cross), along with his hand- and footprints. Like other wife sale contracts, it states that the brideprice has been paid in full, the sale is final, and Li and his mother will shield the buyer from trouble.

Six weeks after the sale, however, Li Mingzhong approached Wan Er to demand more money. After mediation by neighbors, Wan agreed to pay him 1300 cash in exchange for the following submission contract:

I, Li Mingzhong, hereby establish this contract of voluntary acknowledgment and submission. The situation is as follows. Some years ago I took Zhu Shi in marriage as my wife. This year she could not earn a living and had no way to feed my family, and it was difficult to continue supporting my wife. Since I had no choice, on the second day of the ninth month, I begged Zhang Yuting to act as matchmaker to marry my wife off to Wan Er. Mr. Wan paid a brideprice of 4600 cash, which I received in my own hands in the presence of the matchmakers, witnesses, and neighbors. I was paid in full and not a single cash was still owed me. But in my foolishness I spent the entire sum, and then because I have no shame, I repeatedly made false accusations and tried to cheat Mr. Wan (zeng xia, die ci wu shi). On the 14th day of the 12th month, Mr. Wan and the collected neighbors threatened to take the wife sale contract and report me to the authorities. Fortunately, Lu Dengziao, Yang Zhonghua, and Liu Yushan intervened as guarantors and persuaded Mr. Wan to give me 1300 cash in order to relieve my difficulty. Now, Li, Yang, and Liu have set the condition that never again may I harass Mr. Wan or stir up trouble. If in the future, I once again act shamelessly to make false accusations and try to cheat Mr. Wan and stir up trouble, then Lu Dengziao, Yang Zhonghua, and Liu Yushan will take this contract to the authorities and report me for prosecution, and I am willing to accept punishment. Now, fearing that people's hearts are not reliable as of old, I hereby establish this contract of my voluntary acknowledgment and submission and give it to Mr. Wan and the guarantors for them to keep as proof.

Relying on neighbors [nine men, including scribe] to witness together

The document bears the name and mark of Li Mingzhong and is dated Xianfeng 2.10.21. Two of the men who had witnessed the wife sale contract played a role in mediating and witnessing this agreement as well.46 Several features of this document stand out and can be found in other submission contracts. It is written (like a wife sale contract) in the voice of the seller and is signed with his mark. The first few lines recapitulate the terms of the sale and confirm that the brideprice has already been paid in full. The next passage uses humiliating language ("In my foolishness...I have no shame...I tried to cheat...") to extend this confession to include lies and extortion; the seller admits that

the buyer would be perfectly justified in turning him in to the authorities. The buyer's decision to withhold prosecution and instead to make a supplementary payment is portrayed as an act of mercy and generosity, reached through the intervention of disinterested and altruistic mediators. The condition is that the seller promise never to repeat his "shameless" behavior. The text closes with confirmation that if the seller breaks his promise, the buyer may take this document to the authorities and turn him in for punishment.

In sum, the submission contract is designed to exonerate the buyer of any wrong, to document the seller's shameful misdeeds, and to humiliate and intimidate him into refraining from future extortion. It was negotiated before a large group of witnesses who were the buyer's neighbors: nine men in all, of whom the three named in the text appear to have been important members of the community. This document records a ritualized public encounter in which the seller had to absolve himself before the buyer and his neighbors in order to secure a supplementary payment. Nevertheless, he did secure that payment—and that, I think, is the key point.

Having been paid off, Li Mingzhong left Wan Er alone for a little over a year. But in 1854, just after the New Year, Li approached Wan again to ask for more money. By this time, Zhu Shi was heavily pregnant with her new husband's child, and news of her pregnancy is probably what prompted Li's new demand.71 This time, however, Wan refused to pay him, so Li filed a plaint at the Ba County yamen accusing him of having had adultery with Zhu Shi and eloping with her, in the process stealing 5400 cash and many items of clothing and jewelry (Li attached an itemized list to his plaint). But Wan refused to yield, instead calling Li's bluff by presenting the wife sale contract and submission contract in court.

Wan would have been better off just paying Li a little more money. The magistrate's harsh judgment—"Both buying and selling a divorce are crimes that deserve punishment!"—illustrates the risks of taking a dispute over a wife sale to court, especially for the buyer. The magistrate canceled both marriages, returned Zhu Shi to her natal family to be remarried (after giving birth), and ordered both Li and Wan beaten and put in the cage for a month (an unusually harsh punishment for a routine wife sale, exceeding the penalty mandated by statute). The only hint of leniency was that the magistrate waived confiscation of the money Li had received.

The second of our three Ba County cases involves an open wife sale followed by two supplementary payments; after being denied a third payment, the seller filed false charges. In the late winter of 1856–57, just before the New Year, Peng Jintang sold his wife, Chen Shi, to Shen Tingyuan. The transaction included the couple's young son Shouxì, who was adopted by Shen. Here is the text of the contract for both Chen Shi's sale and Shouxì's adoption:

I, Peng Jintang, hereby establish this contract to divorce and marry off my wife and to adopt out my son, promising that I will never change my mind or attempt
extortion. The situation is as follows. I took Chen Shih in marriage as my wife, and she bore me a son, Shouxi. But because of poverty I cannot support them, and I have no relatives in my lineage or by marriage on whom we can rely, so we have both voluntarily agreed to separate in order to survive. I have asked Yan Hengtai to act as matchmaker to negotiate an agreement to sell my wife to Shen Tingyuan to be his wife. We have agreed on a brideprice of exactly 5000 cash, which I have received in full. I hereby adopt out my son to follow his mother, and am willing to let Shen Tingyuan change my son's name and raise him as his own, he may not return to my lineage. The future cannot be foreseen, but I may not attempt extortion. No one of either surname, including those now present and those not present, may cause trouble about this agreement. If someone should try to interfere, then I shall take full responsibility and am willing to answer for my crimes. I promise not to let any trouble affect the Shen family. There has been no coercion to force me to divorce and marry off my wife. Fearing that words alone are unreliable, I hereby establish this contract for divorcing and marrying off my wife, and for adopting out my son, combining both transactions in a single document, to serve as proof.

This handwritten serves as proof.

Witnessed by [six men, including scribe] together present.

Done on Xianfeng 6.11.10, by the person who establishes this contract to divorce and marry off my wife, and also to adopt out my son, Peng Jintang [mark], and by the one adopted out, Shouxi [mark].

It is striking that Shouxi's name and mark appear on this document along with his father's, because it appears that he was only a small child.

Note that the opening line of this contract promises that the seller "will never change my mind or attempt extortion," a promise that is repeated later in the text. Another line stands out as especially significant, given what happened later: "The future cannot be foreseen, but I may not attempt extortion." This euphemistic statement pertains to the seller's son, Shouxi: no matter what his fate may be, the seller will not try to exploit it for gain. Similar language in adoption contracts bars the birth parent(s) from taking action against the adoptive parent(s) should the child fall ill or die. The couple also had a little daughter, Chunxiu, but Shen had refused to adopt her. Peng Jintang used the girl as a pretext for demanding his first supplementary payment just a week after the sale had been finalized. Peng sent his father, Peng Yifa, with the little girl to visit Shen and press him to take the girl. When Shen again refused, Yifa demanded more money and made a big scene, threatening to abandon the girl at Shen's home. Finally, Shen summoned the matchmaker and, before witnesses, agreed to pay an additional 1000 cash in exchange for the following document:

I, Peng Yifa, hereby establish this contract to take custody and never again cause trouble, in order to prevent future disaster. The situation is as follows. My second son, Peng Jintang, at first was married to Chen Shih for several years, and they had one son and one daughter. But recently it has been our fate to fall on hard times, so that we have difficulty getting by. At the beginning of this month, we entreated our relative by marriage Yan Hengtai to act as matchmaker, and he arranged to remarry Chen Shih to Shen Tingyuan as wife. At that time, through the matchmaker it was agreed that Shen Tingyuan would pay exactly 5000 cash, which he paid over in full and we received in person with our own hands. It was originally agreed that Jintang's son Shouxi would follow his mother and be adopted by Tingyuan as his son, to carry on his family line. But as far as Jintang's daughter is concerned, Jintang would raise her himself. But a few days ago I, Yifa, took this daughter Chunxiu and delivered her to Tingyuan's house in order to cause trouble. So once again, relying on the matchmaker and witnesses, an agreement was reached whereby they urgently advised Tingyuan to give me another 1000 cash, so that I would agree to take Chunxiu home to raise her ourselves. Having taken custody of her, my son and I promise never again to cause trouble or change our minds. We both agree willingly and of our own accord, without any coercion or deception. Fearing that spoken words alone are unreliable, I, Peng Yifa, specially establish this contract for taking custody. [mark]

Witnessed by [seven men, including matchmaker Yan Hengtai, the scribe, and four of the same men who witnessed the wife sale contract] together present.

The contract bears Peng Yifa's name and mark and is dated Xianfeng 6.11.10. Its language is less humiliating than that found in the previous example, although it does confirm that the Pungs used the child to practice extortion. Once again, we have a crowd of the buyer's friends and neighbors acting as witnesses (seven men in all), including the original matchmaker and four of the men who had witnessed the wife sale contract. Here we see an example of how wife sales were regulated at the community level, and how disputes were resolved through mediation, without resort to the courts.

Shortly thereafter, the son who had been adopted out, Shouxi, suddenly died of an illness. A couple days before the New Year, Peng Jintang visited Shen, made a scene (blaming Shen for his son's death) and demanded more money. After some wrangling, Shen again summoned the matchmaker and witnesses and finally paid Peng 600 cash, in exchange for the following contract of submission:

I, Peng Jintang, hereby establish this contract of submission promising that I will never again cause trouble. The situation is as follows. Last month, I asked Yan Hengtai to act as matchmaker to marry my wife, Chen Shih, to Shen Tingyuan as wife. I received 5000 cash and drew up a marriage contract as proof. Several days later, my father extorted another 1000 cash, and there is another submission contract as proof. Originally my wife and I had one son and one daughter, and when I married off my wife it was agreed that I would raise our daughter myself, but our son would follow his mother and be adopted by Shen Tingyuan, and there is a contract to prove it. But my son was ill, and unexpectedly he died early this month of his illness. When I heard this news, I once again went to Tingyuan's home, taking advantage of the
This submission contract bears Peng Jintang’s name and mark and is dated Xian- feng 6.12.28. It is not clear who Wu Hengzhong was, but he played a key role in persuading Shen to make this payment by guaranteeing Peng’s future good behavior. This document is striking for its rhetorical groveling. Nothing could be clearer than Peng Jintang’s repeated promise not to harass Shen—nevertheless, less than a month later Peng returned to demand more money a third time. This time, however, Shen refused to pay, so Peng filed false charges at the subdistrict yamen. Shen was summoned by yamen runners, but no hearing was held because Peng failed to appear—he had had no intention of actually pursuing the lawsuit—but then Shen called his bluff by filing counter-charges against Peng at the main Ba County yamen, submitting the wife sale contract and both submission contracts in evidence. The magistrate’s runners hunted down Peng and arrested him. The magistrate canceled both marriages and returned the woman to her natal family for remarriage. He ordered Peng to pay for selling his wife, practicing extortion, and filing false charges, but he did allow Peng to keep all of the money he had received. The magistrate reprimanded Shen for buying “a woman who has a living husband” but declined to punish him further.

In the third Ba County case, from 1808, we find that the seller’s demand for a second supplementary payment prompted mediators to force him to back down—at least temporarily. In this case, an impoverished peasant named Lu Yonglin decided to sell his wife, Liu Shi, so that he could clear his debts. The couple had left their village because of poverty and come to Chongqing hoping to rendezvous with a relative and find work. This plan fell through, so they headed for home, stopping at a market town where Lu found temporary work hauling coal in exchange for food. They ran up a bill at the inn where they were staying and had no money, so finally, in desperation, Lu decided to sell his wife. Lu gave a “request certificate” to an acquaintance named Ge Xianlong in order to persuade him to act as matchmaker, and Ge used this document to negotiate Liu Shi’s sale as concubine to Yi Quanwan for a brideprice of 5 taels. The transaction took place just before the New Year.

After paying his debt, however, Lu had no money left to pay his way home, so after a week he approached Yi to demand more money. Yi reluctantly agreed to give Lu an additional 1000 cash, in exchange for the following “acknowledgment contract”:

I Lu Yonglin, hereby establish this contract of acknowledgment. The situation is as follows: Because of poverty we had no means to secure our daily food, so I voluntarily agreed to marry my wife off to Yi Quanwan as concubine, before matchmaker and witnesses. At that time, I drew up a handprint contract to serve as proof, and I received the entire brideprice in full. After that, however, I spent all of the money and I had no money left to pay my travel expenses to return home. So I begged Chen Wenhu and other neighbors of Yi Quanwan’s to persuade him to give me 1000 cash more. From this day forward, I can never again make pretenses to cause further trouble. If I ever say differently, then I acknowledge that the witnesses will take this contract and report me to the authorities for punishment, which I agree to suffer without complaint. Now, because people’s hearts are false and changeable, I hereby establish this contract of acknowledgment and give it to Wenhu to serve as proof.

Witnessed by [six men, including matchmaker Ge Xianlong and scribe]
I could not escape the law, so I begged Hu Dachao and the others to submit this contract of regret and submission on my behalf to the market town headman (chang shou), so that I could avoid punishment and trouble. If I ever again come to this market town and cause the slightest trouble, then the neighbors here will take this contract and report me to the authorities for prosecution, and I will not deny my crimes. Fearing that later on there will be no evidence, I hereby give this contract of regret and submission to the market town headman as proof.

Done, on July 12.3.19, by Lu Yonglin, the person who establishes this contract of regret and submission [mark].

Witnessed by neighbors [at least nine men, including matchmaker Ge Xianlong, Hu Dachao, and two others who also witnessed the previous "acknowledgment certificate," plus one who witnessed the "request certificate" Lu originally gave to Ge] together present.

Once again, note the large group of the buyer's neighbors, as well as the original matchmaker, who acted to impose and witness this agreement. This submission contract did not serve as a receipt, because Lu did not get any money; its purpose, rather, was simply to document Lu's shameless behavior and to deter him from harassing Yi Quanwan anymore.

But instead of going home, Lu raised the stakes by returning to Chongqing and filing charges against Yi and the matchmaker, accusing them of taking advantage of his illiteracy to trick him into selling his wife and "forcing me to put my handprint" on the wife sale contract. If Lu hoped to intimidate Yi into paying him, his gamble backfired, because Yi presented the handprint contract and the two submission contracts in court and reported that he had bought Lu's wife in a voluntary open sale. When Lu Yonglin was hauled into court and confronted with these documents and with the testimony of the other principals to the transaction, he admitted that he had voluntarily sold his wife. The magistrate canceled both marriages and returned Liu Shi to her natal family; he allowed Lu to keep the money but ordered Lu, Yi, matchmaker Ge, and another witness to the sale all beaten.31

Sellers in land sales who received supplementary payments would often prepare submission contracts similar to those used in wife sales (an alternative was to add an amendment to the original sale contract). The parallels between these two documentary forms further underscore the homology between land and wives that we have already discussed. The following example from Taibei County, Taiwan, dated 1878, is written in the name of a widow and her two sons:

I. Li Deng Shi, together with my sons Yushu and Decheng, hereby establish this contract to beg for a supplementary payment (zai ken zhao xi xi). We had land left to us by our husband/father [here the land is enumerated in detail]. All of this land was recorded clearly in the sale contract and in years past we already sold all of it by absolute sale to Chen Yi Yi and Chen Yregon. The contract was written, the price paid in full, and our connection to the land severed, so not a single inch of the land remains in our possession anymore. We would not dare to bring up the topic of supplementary payment in order to cause trouble, but we have recently fallen on hard times and we have no means of getting by and nowhere we can borrow money. Therefore, we have no choice but to ask the middleman to beg Chen Yi Yi and Chen Yregon humbly on our behalf to give us a supplementary payment of 15 large foreign silver dollars. On this same day, we have personally received that amount in full. Henceforth, I and my sons and even my grandparents, no matter how poor or deprived we may be, will absolutely never again dare to beg for further supplementary payments or otherwise cause trouble. Both sides are acting voluntarily of our free will, and neither will have any regrets. Fearing that spoken words alone are not proof, we establish this contract to beg for a supplementary payment and give it to [the Chen brothers] to serve as proof.

The contract is "signed" by the middleman, Li Deng Shi, and her two sons with their marks (in Li Deng Shi's case, a fingerprint).32

In this document, Li Deng Shi and her sons explicitly acknowledge that they had sold their land in an absolute sale and had been paid in full, and that under normal circumstances, they "would not dare" ask the Chen brothers for more money. They certainly had no legal standing to do so: Qing lawmakers never accepted the practice of supplementary payments even in conditional land sales, let alone absolute sales, and they repeatedly tried to suppress it (although without success). But there is no evidence in this document of any extortion or threats, let alone coercion. The crucial point, conveyed by the entire rhetorical posture of the text, is that this widow and her sons are to be pitied because they were forced to sell ancestral land and yet now are penniless, and the Chen brothers, having benefited from their misfortune, bear a moral obligation to help. Their agreement to do so is portrayed as noblesse oblige. Nevertheless, as in wife sales, their charity is conditioned on the petitioners' promise that they will never "dare" to ask for another supplementary payment.

Fears of extortion and legal trouble were certainly an important factor in buyers' willingness to make supplementary payments, but we should not imagine it to be the only one, in wife sales any more than in land sales. The evidence indicates a widespread, if grudging, sympathy for sellers as the pathetic losers in these transactions—a sympathy shared even by many buyers.

An 1813 case from Chongxian County, Gansu, records intriguing testimony about the circumstances in which peasant Zhao Chengdu managed to extract two supplementary payments from Guo Kuan, who had bought Zhao's wife, Xu Shi, the year before. Here is the testimony of Li Xun, a neighbor of Guo's who helped mediate between the two men:

In Jiaqing 1710, a man I didn't recognize came to our village and argued with Guo Kuan, demanding money. A couple of other neighbors and I went over and separated them. On questioning them, we learned that this man was named Zhao Chengdu
and was the former husband of Guo Kuan's wife, Xu Shi. Zhao said that Guo Kuan had bought his wife Xu Shi and taken her away, but now Zhao had no money left, so he wanted Guo Kuan to help him by giving him some more money. Guo Kuan said, "We used a matchmaker and drew up a marriage contract, and I paid 32 taels for her body price to buy her—that body price was a lot of money, but still you come and harass me?" Then Guo Kuan got out the contract and asked us to look at it, to prove that what he said was true.

Upon being confronted with the marriage contract before witnesses, Zhao Chengdu "had nothing more to say." The contract clearly stated that Zhao had been paid in full and was owed nothing more.

But the neighbors who had intervened pitted Zhao and urged Guo not to send him away empty handed: "We urged Guo Kuan to help Zhao Chengdu by giving him 1200 large cash, so he did. After receiving the money, Zhao Chengdu said nothing more and left." Moreover, just one month later, when Zhao came back and demanded another supplementary payment, the neighbors took pity on him once again: "We urged Guo Kuan to give Zhao Chengdu 600 big cash more, and so he did."

Why did Guo's neighbors pressure him to help Zhao, not once but twice? Perhaps they feared the consequences of not paying him; if Zhao were truly desperate, who knew what kind of trouble he might cause? Better to pay him, so he would leave quietly. But one senses more than a little sympathy for Zhao, a famine refugee who had migrated more than 200 kilometers from home, looking for work and begging, before finally being compelled to sell his wife. Certainly, his sold wife Xu Shi felt compassion for him: on Zhao's second visit, when she saw that Guo Kuan had given him only 600 cash, she slipped Zhao another 200 cash behind Guo's back. Moreover, it seems significant that Guo felt obliged to submit to his neighbors' judgment and pay the sums they suggested. This episode illustrates the effect of peer pressure through mediation to enforce community norms.

The Threat to File Charges

When sellers demanded supplementary payments, they often threatened to file charges—and as we have seen, this threat alone might induce buyers to pay. Occasionally, when rebuffed, sellers actually did file charges, although their intent seems to have been to pressure the buyer, rather than to pursue a lawsuit all the way to a formal hearing and judgment. As the three Ba County cases just examined illustrate, however, this tactic could backfire badly. No one involved in a wife sale had anything to gain from submitting a dispute to formal judgment, unless the goal was to cancel the sale. Therefore, I assume that most disputes over supplementary payments never ended up in court but instead were mediated locally in the manner we have seen. The cases that ended up being pursued all the way to formal judgment were especially unusual.

One reason it was risky to file false charges is that in these cases, at least, magistrates usually recognized them to be false. These plaints tend to be sensational and patently incredible. Moreover, they follow a stereotyped pattern, so that after reading a few, one learns what to expect. No doubt any magistrate or legal secretary with a modicum of experience would have recognized such charges for what they were.

Here is a representative sample of skeletal excerpts written by six different magistrates on plaints in which men who had sold wives falsely accused the buyers of adultery, kidnapping, rape, and other crimes. They come from Ba and Nanbu counties and range in date from 1802 to 1878:

It is obvious that first you sold your wife yourself, then you tried to extort more money but failed, and that is the reason you are now filing these false charges! (ming xi zi ji jia mai, shi yin yin suzha bu sui, gu yao shi nie).

It is obvious that you colluded to sell your wife in marriage yourself, and now you are filing false charges because your subsequent attempts at extortion have failed—this is nothing but blackmail (xian xi chuantong jia mai fu xiang xia wo hua ni ci wang kong, shu su guizhao).

The claims in your plaint make no sense and are obviously fabrications. Await your summons and interrogation: if it turns out that you sold your wife's divorce yourself, and later changed your mind and attempted extortion (mai xiu zhi hou fa xin te tu suo), then I shall impose severe punishment without fail.

If it turns out that you have taken cash to sell your wife's divorce, and now are filing false charges in an attempt to extort more money, then you will be severely punished—there will be no leniency!

The claims in your plaint are slippery and evasive. Most likely in fact you yourself colluded to sell your wife's divorce, and later concocted these outrageous, sensationalist charges because your attempts at extortion failed.

It seems likely that in fact you received money for selling your wife in marriage.... Your plaint makes no sense at all, and obviously is full of falsehoods. Await your summons so that the true story can be discovered through interrogation.

These excerpts show that magistrates had a lively awareness of the practice of demanding supplementary payments after wife sales, and also of the tactic of filing false charges in order to raise the ante (see also the epigraph at the beginning of this chapter). They also make crystal clear that a plaintiff would be unwise to press such a suit to the bitter end. If no one stood to gain from pursuing a case all the way to formal judgment, then why did some people do so anyway? Why did mediation fail? Individual personalities no doubt played a role, as did anger and spite, as well as miscalculation and sheer stupidity. In an analogous context, McVicker and Knorr-Hansen make the following observation:
One or both parties may be motivated in substantial measure by a desire to punish the other... If the parties get heavily engaged in strategic behavior and get carried away with making threats, a courtroom battle may result, despite both parties' preference for a settlement. Negotiations may resemble a game of "chicken" in which two teenagers set their cars on a collision course to see who turns first. Some crack-ups may result. [Also] litigants typically overestimate their chances of winning.

Another reason mediation fails is that sometimes there exists "no middle ground on which to strike a feasible compromise."

By definition, legal cases usually record only people who got in trouble. At the risk of tautology, I would suggest that the sellers and buyers encountered in wife-selling cases tended to be unusually fractious, obstinate people. Otherwise, they would have found some reasonable way to compromise and would have left no trace in the archives. The case records are disproportionately populated by stingy buyers who refused to make even a single supplementary payment, and by greedy sellers who persisted in demanding more money, no matter how much they had already received.

**Calling the Seller's Bluff**

We have discussed the seller's sense of entitlement, his belief that the transaction had created a relationship between himself and the buyer that obliged the latter to help him. To some extent, the wider community shared this view. But there was a limit to how far buyers would indulge this sense of entitlement. I have fifty-one cases in which we know supplementary payments were made before a dispute came to court (see Tables 4 and 5 above). In forty-two of those cases, at least one payment was made: in eight cases, at least two payments were made; and in one other case, four payments were made—the largest number in any single case. Each of these cases ended up in court because the buyer continued to demand more money after the seller had reached his limit. These data suggest that many buyers were willing to make a single payment, more or less grudgingly, but only a few would go farther. A basic reason, no doubt, is that most buyers were men of very humble means, and there was a limit to how much they could pay. Moreover, the vast majority of these payments occurred within one year of the sale. Demands made later were more likely to be rejected, suggesting that the more settled and secure a buyer became in his new marriage, the less sense of obligation he felt toward his wife's first husband.

It seems likely, therefore, that if a seller would settle for a single supplementary payment, then the matter would never appear in court and hence would leave no trace in the historical record. Conflict flared when sellers refused to accept that there were limits to how much they could expect buyers to pay. The buyer would call the seller's bluff, by meeting him in court—or, as in the exceptional cases recorded in xingke tiben, he might even murder the seller in order to eliminate what had become an intolerable burden.

That is how the case of Guo Kan and Zhao Chengdu ended. In a previous section of this chapter, we saw how Guo's neighbors mediated two supplementary payments to appease Zhao. But Zhao was insatiable, and he continued to pursue Guo even after the latter had moved his family to a different county in an attempt to escape. Zhao demanded 2000 cash that Guo did not have. As Guo later testified,

> He said that unless I gave him the money, he would never leave me alone. When I heard this I thought to myself: here we are at the end of the year, and I have no money left to give him. But still he comes, again and again, to harass me like this! I was really angry, and suddenly I decided to do him in, in order to avoid suffering his harassment again in the future.

Similarly, in the case of Yi Shansong that opened Chapter 4, we find this testimony from Zhou Wenxia, who had bought Yi's wife:

> I knew that Yi Shansong was an extremely impoverished and shameless guy, and I feared that if I did pay him what he asked, then he would just keep trying to extort more money from me, and thereby be no end to the trouble and harm I'd suffer from him. So I decided to kill him, in order to get rid of this problem for the future.

These comments show us the reverse of the seller's sense of entitlement, namely the buyer's realization that no matter what he did for the seller, it might never be enough.

The following case from Zhejiang, reported in 1798, draws together a number of themes of this chapter. Zhou Shuangquan and his wife, Ji Shi, lived with Zhou's father, Zhou Laoji (70), in Sheng County. Landless peasants, their household was very poor; the men worked as agricultural laborers, and Shuangquan also left home for regular stints of begging. Finally, in the summer of 1795, when they were having a particularly hard time, Shuangquan sold his wife to an acquaintance named Yu Laochuan (another landless peasant who, at the age of 35, had never married) for a "body price" of 13,000 cash. It was actually Zhou Laoji's idea to sell Ji Shi, but Shuangquan felt he could not oppose his father's wishes.

Six months later, just before the New Year, Zhou Laoji visited Yu and demanded 10,000 cash. When Yu refused, Laoji threatened to file charges against him, so Yu reluctantly gave him 2000 cash in exchange for "a submission contract promising that there will be no further supplementary payments." Five months later, Zhou Laoji broke this pledge by demanding that Yu pay 8000 cash more (that is, the balance of the 10,000 that Yu supposedly owed him). But Yu had no money left, so he refused to pay. But "I was harassed by him until I could not stand it anymore" (bei ta chanmiao bu guo), and finally, in order to escape, Yu took Ji Shi to Dongyang County, where he found work on a managerial farm. After a month, however, the
Zhous tracked the couple down and Zhou Laoyi continued badgering Yu, making public scenes and being an embarrassing nuisance. According to Yu, "finally, feeling that I had no choice, I promised to pay him, but I asked him to give me some more time." But within a month, Laoyi renewed his demands and threatened to commit suicide and implicate Yu unless he paid immediately. "I hated Zhou Laoyi for constantly trying to extort money from me"—so, with the help of friends, Yu murdered him.15

Yu Laochuan had acted in good faith, and one supplementary payment had exhausted his resources. He tried to evade Zhou Laoyi but failed, and it finally dawned on him that no matter how much he paid the Zhous, he might never be rid of them. This was the flip side of the seller's conviction that wife sale had bound the buyer in obligation to him: from the buyer's perspective, their relationship had become an open-ended liability.

IN THE SHADOW OF THE LAW

Despite being prohibited, wife selling was far from rare, and it occurred all over China. Uniformity of practice shows that such transactions proceeded according to well-known customary rules and norms. But criminalization was not a trivial factor. On the contrary, the law always loomed in the background, influencing negotiations between sellers and buyers and their respective calculations of self-interest.

Criminalization meant that contract enforcement and dispute resolution had to take place at the community level, without resort to the courts. However, buyers' fear of prosecution made them vulnerable to extortion. Qing prohibition made the twin risks of prosecution and extortion inherent to wife sales, thereby helping to depress prices for "wives with living husbands." Ironically, however, the low prices that sellers had to accept only strengthened their sense of entitlement, making demands for supplementary payments all the more likely. Faced with such demands, buyers had to weigh the cost of paying off the seller (and the risk that, if encouraged, he would return to demand even more) against the real danger of losing everything in a formal court judgment.

Supplementary payments signified far more than just fear and opportunism, however. They reveal a homology between wives and land in the patriarchal peasant mentality also seen in everything from contractual forms to folk proverbs and taboos. They also reveal a widespread sentiment that men who sold wives deserved pity as the losers in these transactions. Nevertheless, criminalization shaped wife sales in predictable ways, even those that did not end up in court: at every stage, negotiations proceeded "in the shadow of the law."

Wives, Their Natal Families, and Children

[My husband] said to me: "You have a hard time with me; the children are thin, and you are miserable; it would be much better for you to be married to some kind man who would give you enough to eat. I will find such a one, and marry you to him, [along with our children]." ... I assented to this, for I saw that the children would otherwise starve. ... I did not cry at all when he left me, for I thought I could be no more wretched than I had been with him.

—RECOLLECTIONS OF A WOMAN FROM SHANTOU, GUANGDONG, AS RECOUNTED BY AMERICAN MISSIONARY ABNER FIELDS IN 1884

For a husband to sell his wife would seem to be the epitome of patriarchal exploitation and abuse. For this reason, the May Fourth radicals invoked wife sales as part of their powerful stereotype of "the victimized woman in old China," who stood for everything wrong with the culture and society of the ancien régime. No doubt, some women who were sold did suffer exploitation and abuse. But, as with polyandry, most of the evidence about wife sales suggests something both more complex and more interesting than simple victimization.

Consider the following testimony from a peasant woman named You Shi (24), which appears in a 1756 case from Changning County, Jiangsi: "I saw that my husband, Luo Fenghua, really could not support a wife, and that if I stayed with him I would end up starving to death. I realized that it would be better for us to go our separate ways and try to survive separately. So I agreed with his proposal to sell me in marriage." Several months after the sale, You Shi's first husband, Luo Fenghua, tried to take her back from her buyer, Liang Yunfa. But Liang refused to countenance Luo's demands, and You Shi (who by this time was pregnant with her new husband's child) felt no sympathy or loyalty toward Luo. As she later testified:

While I was with Luo Fenghua, I was cold and hungry most of the time (duo shi dong e guo ri). When he decided to sell me in marriage, I was perfectly willing to leave him (xinggan qingyan). Ever since I married into Liang Yunfa's household, I have lived...
well. I never missed Iao Fenghua at all—when he sold me, my marriage bond with him was completely broken (en duan yi jue le). It is obvious from You Shi's testimony that she played an active part in the decision and, moreover, that "being sold" had dramatically improved her quality of life. Far from feeling exploited or victimized, this woman felt lucky to have left her first husband for a second who could provide security and comfort. Her utter lack of sentimentality reflects the same pragmatic attitude toward sex and marriage that we have seen expressed by the women in many polyandry cases.

Wife-selling cases reveal a spectrum of attitudes on the part of the women who were sold, but the basic story they tell is straightforward: as a practical matter, it was difficult for a wife to succeed without the wife's cooperation. Therefore, in most of the sales that actually took place, the women themselves were willing and even active participants. Often, the wife's attitude was decisive. Most surviving wife sale contracts explicitly record that the woman had agreed to the transaction, as had her natal family. Not all of these women felt enthusiastic about the prospect, but, like Adolfo Field's informant (quoted in the epigraph), they believed that at least they had nothing to lose, and many, like You Shi, could expect an improved standard of living. In addition, there are many examples of women successfully preventing or sabotaging sales if they did not want to be sold.

In most of these cases, the question of agency needs to be understood from at least two angles. Wife-selling was generally a family strategy, undertaken to solve family problems, but there was also opportunity for the wife to assert herself individually at a number of points in the process. In the most basic terms, it was an opportunity for individual women to pursue their own interests by escaping difficult situations in favor of potentially more secure ones. A husband might actually be more reluctant than his wife to take the drastic step of selling her, and indeed, it was sometimes the wife who demanded that her husband sell her so that she could have a chance for a better life in a different household. A man who had sold his wife was seen as the loser in this transaction, because he would thereby sink into the underclass of surplus males outside the family system. It was unlikely that he would ever recoup the resources necessary to marry again. Moreover, women often took their children with them into their new marriages, in which case it is the sellers who would be left alone, and disputes over child custody exposed in sharp relief the latent conflicts of interest between patriarchal and uterine families.

Even after agreeing in principle to be sold, a wife might exercise a veto over subsequent negotiations if she felt they did not suit her interests. Most important, if the wife objected vehemently, the prospective buyer would probably withdraw, because he did not want legal trouble—nor did he want to marry a shrew, much less end up with an angry and vengeful ghost on his hands. Some women were forcibly sold against their clearly expressed wishes, but such cases are unusual, and they must be set against the many other examples in which women exercised an effective veto over whether or to whom they would be sold.

If a wife were unhappy about the situation, for example, she could ask her natal family to go to court and file charges to prevent or cancel the sale. Sometimes a woman would run away to the yamen and petition the magistrate herself, but it was more effective to have her natal family act on her behalf, in order to avoid the appearance of impropriety that would attend filing charges against her own husband. Different versions of this scenario account for about a third of my county-level cases.

I do not want to exaggerate the degree of agency enjoyed by women in these situations. When wives were sold, children accompanied them about 60 percent of the time—meaning that, 40 percent of the time, such women were separated from their children, and when wives resisted being sold, a frequent reason was refusal to leave their children. Going to court was no panacea: if a woman was divorced from both husbands and returned to her natal family by court order (part of the mandated penalty for "buying or selling a divorce"), the inevitable result was separation from her children, because a basic principle of patrilineal descent, codified in law, was that children belonged with their fathers. Thus, in many instances when a magistrate appears to be protecting a woman by returning her to her natal family, he is simultaneously severing her connections to her children. Moreover, a woman's ability to assert her interests was circumscribed by her social context, and if she found herself isolated, without resort to natal kin or other allies, she might well be vulnerable to coercion and violence.

WIVES WHO DEMANDED TO BE SOLD

Let us begin at one end of the spectrum, with wives who actually pressured their husbands to sell them. If a woman wanted out of her marriage, what resources or strategies might she deploy to achieve that end?

Consider the following 1799 case from Ba County, in which an unhappy wife succeeded in making her husband sell her to another man in marriage. Liu Xiangzhu (25) had been married to Luo Shi (25) for six years. According to Liu,

She was disrespectful to me and unfilial toward my parents. She was always running away from home and would disappear for days on end. One time, her older brother came over and beat her and scolded her for me, but she paid no attention to him. She would make a fuss and tell me I should marry her to someone else. She threatened to cut her throat or hang herself, and then she cut off all her hair. Finally, I had no choice but to marry her off.

The case records invariably portray such women in a highly pejorative manner that draws on stock stereotypes of the bad wife. But one can read these accounts
of "bad wives" like Luo Shi against the grain, for insight into their motives and subject positions. There was a straightforward, strategic logic to their behavior: a woman’s best strategy to make her husband release her was to refuse to play the expected role of a wife. After all, in the end Luo Shi got what she wanted: a divorce and a new marriage.

**Bad Wives on Strike**

Women who wanted out of their marriages would go on strike. They would refuse to perform household chores or to have sex with their husbands. They would refuse to get out of bed in the morning, or at night if their husbands came home late and wanted supper. Alternatively, a wife might get out of bed in order to burn the food on purpose so that she could present her husband with an inedible meal. Such behavior would be disparaged in male testimony as "laziness," "disobedience," and "defiance," but it was calculated.

When wives went on strike, they would harass their husbands verbally. In male testimony, this harassment was characterized as "making a fuss and scolding" (rang ma), "shrewishly making a scene" (po nao), "quarreling and fussing" (chaorang, chao nao), "complaining" (matuuan), and "cursing" (zhouna). A wife might threaten to commit suicide, or even "to fight you to the death" (pinning), and she might punctuate such threats with dramatic gestures like cutting off her hair. Wives would perform this harassment as noisily and publicly as they could, so that the extended family and their neighbors and even village authorities would soon learn of it. In fact, they might go out in the street or to the village well and complain loudly to the community—especially to the community of women whose collective gossip and pressure might serve as a rough and ready check on objectionable male behavior. The purpose of such publicity was to humiliate and exhaust their husbands to the point of surrender.

Unhappy wives would also leave home without permission, usually taking refuge with natal kin, who had a recognized role in protecting married-out daughters from abuse. They would complain bitterly to their natal families about their husbands’ poverty and incompetence; often they would stay away long enough to force their husbands to undergo the humiliation of having to fetch them home. Regardless of why a wife was unhappy, her natal family constituted her greatest resource and strongest ally against her husband and in-laws. Finally, unhappy wives would demand that their husbands divorce them or sell them in marriage. Faced with such a performance, many men would conclude, "A woman like this—what do I want her for, anyway?" (zheyang nüren, yao ta zuo shen). That is precisely the conclusion their wives wanted them to reach.

To be sure, such strategies entailed a degree of risk, and some wives ended up being beaten or even murdered by their husbands. Homicide is a highly exceptional event, however, and it is far more likely that a husband would agree to sell an unhappy wife than that he would kill her. But the special requirements for reporting a wife killing up the judicial hierarchy make those cases report particularly useful for gaining insight into the mentality and strategies of unhappy wives.

The main crime reported by most xingke tiben is homicide. The xingke tiben held at the First Historical Archive in Beijing are organized in broad categories according to the background situation that framed the main crime: family, debt, land disputes, peasant uprisings, and so on. The cases collected for the present study all come from the category "marriage and sex offenses." In this category, the most common scenario of homicide is the killing of wives by their husbands, nearly always for some perceived failure of wife duty: disobedience, defiance, refusing sex, unfilial treatment of parents-in-law, leaving home without permission, adultery, and so on. These cases include many examples of wives who were trying to provoke their husbands into letting them divorce and remarry—some flatly demanded to be "sold in marriage" (jia mai).

The standard sentence for a husband who killed his wife was "strangulation after the assizes," which meant that each sentence would be reconsidered in light of mitigating or aggravating circumstances at the annual Autumn Assizes (see Appendix D.3). In cases of wife killing, the Autumn Assizes rules mandated that, if a wife had provoked her husband with "defiant" or "unfilial" behavior, then his sentence would be commuted and his life spared. For this reason, xingke tiben reporting such cases would detail any misbehavior on the wife's part that might have provoked him, and particular attention was paid to aggravating words or deeds that immediately preceded the homicide. The critical judicial importance of this evidence—because the husband's life hung in the balance—required that it be recorded with an unusual degree of explicitness and precision (in contrast with the paraphrasing and standardization that characterizes much of the testimony "transcribed" in Qing case records). This was generally true of the "fighting words" that provoked homicides, but especially so in cases of wife killing, given the criteria for commuting sentences at the Autumn Assizes. The result is something close to a verbatim transcript of what a woman actually said, as recounted by her husband and other witnesses.

Consider the following three examples, all taken from wife-killing cases. In a 1796 case from Pianguan County, Shanxi, peddler Zhang Fushouzi (25) killed his wife, Zhang Luo Shi (19), because she constantly complained about their poverty and demanded that he sell her in marriage. One night Zhang came home late from a long day of peddling and found his wife already asleep. He told her to wake up and make him supper, but she ignored him. He scolded her for her laziness, and she started cursing him:

My wife wouldn't back down, she yelled at me that she had already had enough suffering, she cursed me for coming back so late and asked why didn't I just die out there...
support a family. As Zhang later testified, "Fu Shi told me that since I couldn't support a wife, I should find some other man and sell her to him in marriage." Zhang was reluctant to take this step, but she continued to pressure him. While they were in bed, she would curse him, saying: "On the one hand, you can't support me, but on the other hand, you refuse to marry me off to someone else—are you telling me we're just going to starve to death?" Finally, he agreed to sell her to another man.

The men in these cases took women’s threats of suicide very seriously. In an 1810 case from Linyu County, Zhili, peasant Ma Siliang sold his wife of ten years, Liu Shi, after she jumped in a well and had to be pulled out by the neighbors. She was not injured (and she made sure to make her jump before witnesses who would rescue her), but her dramatic gesture had shaken her husband. As Ma later recalled:

Liu Shi resented my poverty, and constantly stirred up a fuss and caused trouble, saying that she wanted to marry someone else in order to avoid suffering more in the future. At first I refused to listen. But she repeatedly threatened to kill herself, and I was afraid there would be trouble, so finally I agreed to sell her in marriage... She was dead set on marrying someone else—she absolutely refused to continue suffering in poverty with me.

The couple's two small children followed Liu Shi, leaving Ma on his own.

"Laziness" and "Disobedience"

Husbands who sold their wives because of poverty frequently complained that they had been "lazy," "disobedient," or "unskilled." The phrase "likes to eat, but too lazy to work" (hao chi lan zuo) often appears in these men's testimony; and this was evidently one of the most annoying things one peasant could say about another. (Women who wanted to be sold sometimes used the same phrase to describe a wastrel husband; disappointed parents might characterize a ne'er-do-well son in the same terms.) The clear expectation of these husbands was that a wife had to pull her weight; she had to work, as well as eat.

Such comments highlight the importance of women's work in the peasant household. When men explained why they wanted to buy a wife, they typically cited their desire for a son, but, in addition to reproduction, it seems everyone took for granted that a wife had work to do—and peasant women's work generally included both domestic tasks and the making of marketable handicrafts to supplement household income.

These disparaging comments about women often focus on their failure to make clothing or lack of skill in doing so, with "she didn't even know how to make her own clothes" being a particularly contemptuous observation. Spinning cotton, weaving cloth, and making and mending clothing were quintessential women's work, important both to clothe the family and to supplement its income. Under
conditions of involution, the income from such handicrafts became crucial to a household's subsistence. Nevertheless, as Hill Gates observes, women's work tended to be invisible (it is seldom directly acknowledged in legal cases), and this invisibility helps us make sense of husbands' complaints that wives were "disobedient":

[One] reason for the invisibility of the work that women perform is that most of it occurs in the special, gendered form of "obedience" as subordinated kinswomen. Girls do not work independently; they "help" their mothers. Daughters-in-law are seen to "help" their mothers-in-law, wives to "help" their husbands. The role of active worker who might take credit for specific output is sunk in the culturally much more significant kin relationship; the material output is veiled behind the submission to parental authority which motivates it. One rarely hears a Chinese daughter or daughter-in-law who works under an older woman's direction described as qingnian—hard-working; if she is praised, she is usually described as hen tinghua—very obedient.

The corollary, of course, is that a wife who did not work hard was considered "disobedient" (bu tinghua), a term often coupled with "lazy" (landuo, lan suo), almost as if they were synonyms.

For example, in an 1820 case from Rong County, Guangxi, a husband testified that he had decided to sell his wife because of poverty but also because "she was always lazy and wouldn't do what she was told.

In an 1820 case from Dazhu County, Sichuan, Huang Shi was said to be "lazy," a "bad wife," "defiant when scolded," and "unwilling to endure poverty"; eventually she ran away from her husband's home. The implication of such comments is that a woman's "laziness" and "disobedience" exacerbated a household's poverty.

We should not take these husbands' epithets entirely at face value. As we have seen, a woman might very well act "lazy" and "disobey" for a purpose—after all, these qualities were invariably attributed to unhappy wives who wanted out of their marriages. We also see this kind of behavior when a wife who had agreed to be sold found her new situation unsatisfactory and wanted to escape her second marriage.

Consider the following two cases from Zhili. In a 1762 case from Bagou Subprefecture, Zhang Shi's first husband resented that "she was lazy, she blamed me for my poverty, and she complained and made a fuss all the time"; but, after being sold, Zhang Shi found herself equally unhappy with her second husband, Cui Bo, who was almost as poor as her first, and she expressed her feelings in much the same way. When she refused to do housework, her new mother-in-law scolded her for being "a disobedient thing" (bu tinghua de dongxi—note that, in Chinese, it is a profound insult to call someone a "thing") (dongxi), so Zhang Shi showed her; this unfilial defiance provoked Cui to beat Zhang Shi, saying "no wonder your first husband got rid of you!" She cursed him back, and he ended up beating her to death.

In a 1777 case from Zhangjiakou Subprefecture, the buyer complained that his new wife respected his poverty; she was "lazy" and a bad cook; and she refused to obey his orders to make cloth shoes (a basic women's handicraft). He decided he had been cheated. Similarly, in an 1820 case from Han Department, Sichuan, Liu Shi was dismayed to learn how poor her new husband, Ding Renyi, was, since she had agreed to be sold in the first place only in order to escape poverty. They often quarreled over her unhappiness, which manifested itself as "disobedience." Matters came to a head when Ding scolded her for being "lazy" and in reply she cursed him, saying that she was not willing to live with him, and she started to pack up her clothes in preparation for leaving. He beat her to death.

How did such women understand their wifely duty to obey and to work? A 1797 case from Lushi County, Henan, records a remarkably explicit statement of one woman's understanding. In this case, a landless peasant named Yang Ming (38) ended up killing his wife, Liu Shi (28), because she complained of poverty, refused to do household chores, and demanded a divorce:

My wife often quarreled with me and complained because I couldn't earn enough money by hiring out my labor, and we had nothing to eat at home. She demanded that I divorce her, so she could marry someone else. I had no choice but to put up with this. On the evening of JQ 11.10, I told my wife to mend my shoes because they were torn. She refused, saying that if I could not support her properly, then she wouldn't do chores for me either (xiaode bu meng yang ta, ta ye bu gui xiaode muzhe). I got mad and yelled at her, but she just carried on and demanded that I divorce her, and finally she started butting me with her head. I saw that my wife resented my poverty so badly that she wanted to marry some other man, and I didn't even have enough money to buy the slightest wifely feeling for me as her husband (hanwu fusi qingfen), and this made me extremely angry. I suddenly got the impulse to kill her.

Note the stark contrast between Liu Shi's perception and her husband's. In explaining her refusal to mend his shoes, she articulated an explicit quod pro quo: his failure to fulfill his wifely duty to support her freed her from her wifely duty to obey and do his household chores. She understood their marriage in terms of a pragmatic reciprocity, in which he had to hold up his side of the bargain. In contrast, he apparently believed she owed him affection and obedience based on a hierarchy of fixed, non-negotiable roles.

In such cases, a woman's refusal to obey or to work can be compared to a refusal to consummate a new marriage, which was typical strategy for a remarrying widow unhappy with her new husband. Since obedience, work (both domestic tasks and handicrafts), and sexual intercourse were all minimal expectations of a wife, to withhold them was a woman's way to refuse a marriage and to express her desire to separate.
WIVES WHO SABOTAGED SALES

If we shift our focus to the opposite end of the spectrum of women's attitudes toward wife sale, legal cases document a number of ways that wives who did not want to be sold could prevent or sabotage a sale. A basic factor to bear in mind is that prospective buyers hoped to avoid trouble, and most already experienced some degree of anxiety at the risks inherent in buying "a wife with a living husband." But also, as we already know, many of the women found in these cases had strong personalities and were not easily bullied. Very often, an ardent protest that came to the attention of the prospective buyer was sufficient to stop negotiations.

In an 1863 case from Ba County, for example, peasant Xu Huanzhang (19) tried to sell his wife, Chen Shi (20), because of poverty—Xu's father, who lived with the couple, had pressed him to take this measure. The matchmaker found a buyer willing to pay 10 taels. But Chen Shi vehemently rejected this plan and made an embarrassing public scene in the village. She caused such a commotion that the buyer backed out, and Xu and his father gave up their idea of selling her; instead, they sent her back to her natal home for a few weeks, in order to cool her anger.30

In Chapter 4, we discussed the common practice of allowing a likely buyer to visit and "take a look" at the woman who was offered for sale. This visit enabled him to assess her age and health (and hence her fertility) but also her temperament and attitude toward being sold. Wives understood the purpose of these visits, and they would size up the men in return. An assertive woman might take the opportunity to make her own views known, and this was one of the ways a wife might exercise a veto over such transactions. For example, in an 1807 case from Yiying County, Jiangxi, a landless peasant named Bao Shua decided he had no choice but to sell his wife. Zheng Shi (30), in order to support their two little sons. She did not want to be sold (she refused to leave her children), and she absolutely refused to cooperate, but he proceeded to engage a friend from another village, Wang Songmiao, to act as matchmaker and find a buyer. Wang, who did not realize that Zheng Shi had refused to be sold, visited one day with a prospective buyer, a cloth peddler surnamed Qiu, to "take a look for purposes of marriage." But as Zheng Shi later testified, "when I realized why they were there, I scolded them and drove them away (jiang tamen cun chi zou qiu)." Not surprisingly, the buyer refused to proceed. Bao Shua angrily beat his wife for having spoiled the sale, so she took their children and ran away to her natal home.8

This episode suggests a limited parallel with the agency sometimes exerted by slaves who were put up for sale in the antebellum American South. Slave owners would try to persuade slaves to cooperate, because a show of resistance or a bad attitude might scare off possible buyers. At the auction house, buyers had a chance to inspect and question the slaves they were considering buying. These encounters enabled a mutual sizing-up, and a slave who did not like what he or she saw could behave in a manner calculated to deter a particular buyer from purchase. In this limited sense, a slave sale constituted a three-way negotiation between seller, buyer, and slave.33 If such subaltern agency was possible even within the extremely constrained circumstances of American slavery, it played a far greater role in Chinese wife sales.

We have already seen that some women threatened suicide in order to compel their husbands to sell them. But other women threatened suicide in order to prevent a sale. Here we see another suggestive parallel with American slavery. In order to avoid being sold, slaves often ran away, hiding until they believed the danger had passed (we find the same strategy being pursued by Chinese wives who sought to avoid being sold). But the most intrepid or desperate slaves would threaten to mutilate or even kill themselves in order to ruin their cash value as commodities. By this ultimate act of self-determination, slaves would assert their agency as human beings against their status as commodities, forcing owners to desist from sale by threatening to destroy their very salability.35 Chinese wives who threatened suicide to avoid being sold seem to have had something different in mind: less a threat to destroy their husbands' property than an assertion of their own status as good, loyal wives who did not deserve to be sold. Moreover, suicide implied the threat of public scandal and legal trouble (it was illegal to sell a wife in China, whereas slave sales were perfectly legal in the old American South), not to mention haunting by an angry ghost.24

A wife might also seek protection from senior members of her husband's family who could order him to desist. Here is the testimony of Dai Shi, a landless laborer's wife, recorded in an 1813 case from Liu'an Independent Department, Anhui:

We were so poor that we had difficulty getting by, and my husband wanted to sell me in marriage. But I refused to agree, I cried and threatened suicide, and my husband's older brother Zhao Feng and my father-in-law, Zhao Yunpei, who live separately from us, scolded my husband and made him stop. Then, four months later, my husband once again said that he wanted to take me away from home and sell me in marriage. I was upset and frantic because I did not want to lose my chastity, so I looked for my brother-in-law Zhao Feng to ask him to intervene, but he was away from home working on a job. My elderly father-in-law was sick in bed, so he told me to hide for a few days at my husband's great aunt's house and wait for my brother-in-law to come home and take care of things. So I went to stay with my husband's great aunt... On the afternoon of the 13th, my brother-in-law Zhao Feng and my husband together came to see me at great aunt's house. Zhao Feng made my husband promise me that in the future he would never sell me in marriage. Only then did I agree to let them take me home.

Dai Shi's husband was not happy—he told her, "just wait until we have nothing left to eat, I have no doubt you'll agree to remarry then!" But he could not defy the senior members of his family, who united in forbidding him to sell his wife.35
The Critical Role of the Natal Family

If a wife wanted to avoid being sold, then by far the most common and effective strategy documented in the case records was for her to run away and take refuge with her natal family. Old stereotypes notwithstanding, it was normal for a married woman to maintain close ties to her natal family, which had a recognized role in protecting her interests. In the last case narrated above, Dai Shi’s natal family lived too far away for this to be practical, and if her senior in-laws had not intervened then she would have been vulnerable to coercion. In this respect, however, Dai Shi was unusual. Village exogamy was the rule, but it was common for women to marry out to nearby villages, in part because matchmakers relied on personal networks and face-to-face negotiations to arrange marriages. As recently as the 1980s, according to a national survey, most rural marriages took women no farther than twenty-five kilometers from their natal homes—a distance that might be walked in a single day, with effort—and most of anthropologist Ellen Judd’s Shandong informants (including elderly as well as younger women) had married within six kilometers of home.

Proximity facilitated the maintenance of strong ties between married women and their natal families. As Judd explains, “keeping daughters nearby is a factor considered in making marriages, and a proper daughter should not wish to marry far away.” In the early years of her marriage, a woman was expected to receive continued nurture and support from her natal family; with the passage of time, roles might reverse, with the married daughter often providing support to her aging parents. Under the circumstances, it was natural and often quite easy for an unhappy wife to seek her natal family’s protection. No doubt, this helps explain why so many husbands and matchmakers made sure to consult a wife’s natal family before undertaking to sell her.

When a natal family did agree to a wife sale, it was common to stipulate that the match be local, in order to protect their close ties with their daughter. In a 1759 case from Teng County, Shandong, Niu Qin decided that, because of poverty, he had to sell his wife of three years, Hu Shi (27). At first, she refused, telling him that “even if we die of poverty, we are husband and wife and must stay together.” Finally, Niu appealed to Hu Shi’s mother, Cao Shi, and older brother, emphasizing his desperate circumstances and promising them a share of the bridewealth if they could induce Hu Shi to cooperate. Cao Shi agreed to help, on the condition that Niu find a local buyer, and she succeeded in persuading her daughter by assuring her that she would stay close to home and not lose touch with her natal family. The fact that Hu Shi agreed suggests that she may have feared separation from her natal family more than separation from her husband (her vowing vow of conjugal loyalty notwithstanding).

The matchmakers located a widower named Huo Qi (51), who was introduced to Hu Shi, “liked what he saw,” and agreed to pay a bridewealth of 22,000 cash (of which Niu promised the natal family 6000 cash). Huo actually hailed from Qinghe County, some 200 kilometers to the north, but he concealed this fact from the matchmakers on the assumption that, once he had custody of Hu Shi, he could take her wherever he liked. After finalizing the sale, however, Huo hired a man with a cart to help take his new wife home, and her natal family learned from this man that their destination was Qinghe County. Cao Shi and her son were incensed at this betrayal—Qinghe County was too far away, but also they became alarmed at the possibility that Huo Qi might in fact be a trafficker who intended to resell Hu Shi into prostitution. The natal family insisted on canceling the deal.

Running Away to the Natal Family

In a 1755 case from Yongshun County, Hunan, peasant Xiang Shifu (32) had arranged through matchmakers to sell his wife, Tian Shi, to a stonemason named Liu Fufeng; the matchmaker assured Liu that “since her husband himself has authorized her sale in marriage, we guarantee that there will be no trouble at all.” Nevertheless, as that matchmaker later recalled.

When the day came, Liu Fufeng brought the money to my house to wait for Xiang Shifu to bring his wife, so that the exchange of money for woman could be made face to face. We waited until evening, and finally we saw Xiang Shifu walking toward us alone. He told us that his wife had gone to her natal family’s home and refused to leave. He couldn’t fetch her back, so there was no way to complete the transaction. The deal was off. When Liu Fufeng saw that the marriage had failed, he took his money and went home.

This case illustrates the most basic strategy for a wife who did not want to be sold: placing herself under the protection of her natal family.

In a 1774 case from Shaoyang County, Hunan, agricultural laborer Deng Tianxiang (36) decided to sell his wife, Xu Shi (35). Their household had a severe Chayanovian profile, including two little sons and Deng’s elderly mother, and Xu Shi was relatively expendable because she had already fulfilled her function for his lineage by bearing him sons. Deng secured his mother’s permission to sell his wife, but he anticipated that Xu Shi would resist being separated from their children, so he pretended that he had hired her out temporarily as a domestic servant. However, as soon as Deng led his trusting wife away from their home, the little boys began crying for their mother, provoking a crisis of conscience for Deng’s mother, who sent after the couple and forbade her son to sell his wife. When Xu Shi realized that Deng had actually planned to sell her, she stormed out, returning to her natal home and complaining to her father. As Deng later testified, “After a few days, my father-in-law brought my wife back and confronted my uncle, making him guarantee that I would not be allowed to marry her off. My uncle scolded me
severely, and I regretted what I had done. After that, I didn’t dare try to sell my wife in marriage again.⁴⁴

Something similar transpired in a 1788 case from Wugang Department, Hunan, in which peasant Yang Renwu (27) decided to sell his wife, Xue Yaogu, because of poverty. Anticipating her resistance, he engaged a matchmaker and secured a buyer without telling her. But before they could finalize the deal, Yaogu found out what was going on: “I heard that my husband had asked Yang Yaolong to act as matchmaker to sell me in marriage to Yang Laosi, so I went back to my natal home and told my father. My father refused to accept this, and scolded my husband. Then my husband dropped his plan to sell me.” After being scolded by his father-in-law, Yang Renwu (by his own testimony) “did not dare” to try to sell his wife. Instead, he told the matchmaker to cancel the deal.⁴²

These last two cases illustrate a pattern found in many others. The wife returns to her natal family and complains. Then the senior male member of her family confronts her husband or the senior male member of his family, scolding him and causing great loss of face. The wife’s natal family will let her return to her husband only after extracting a promise before witnesses that he will not sell her. In other words, the wife’s maneuver transforms her problem into a confrontation between the two families, one that invokes basic patriarchal values as well as family pride, with the attempt to sell the wife denounced as a shameful (and criminal) violation of the marriage contract that binds the two families together.

In a 1799 case from Ningxiang County, Hunan, we see a wife seeking refuge with her natal family to avoid being sold under very different circumstances. Peasant Peng Wanxun had caught his wife, Sun Shi, in the act of adultery with a neighbor, turned her in to the yamen for prosecution and punishment, and received the magistrate’s permission to sell her off. Peng arranged through a matchmaker to sell Sun Shi to another peasant for a brideprice of 12 taels. But, although Sun Shi was happy to leave her husband, she refused to marry the prospective buyer on the grounds that he was too old; on the very day that the parties drew up the contract and finalized the transaction, she ran away to her natal home, where her mother and brothers gave her refuge. When the buyer found out what she had done, he canceled the transaction. Peng Wanxun was outraged by his wife’s behavior, but she had four tough brothers who were willing to defend her, so he washed his hands of her, and (in Sun Shi’s words) “after that, I had no more contact with my husband.” The protection of her natal family secured for Sun Shi a de facto divorce.⁴⁶

In all of these cases, it is clear that the woman lived within easy walking distance of her natal family and could count on their support. Their proximity and support were the decisive factors that enabled her to prevent her husband from selling her.

In the above cases, we find natal families sheltering their daughters and directly intervening with their in-laws to forestall a sale. If direct intervention did not work or was not possible, a woman or her natal family might go to the local yamen and file charges.⁴⁵ This scenario accounts for about a third of my sample of local court cases, and it constitutes the second most common reason that wife sales ended up in court.

The Ba County archive contains many cases in which wives came to the yamen on their own to seek protection against husbands who wanted to sell them, albeit with mixed results. Such cases tend to involve couples who lived within close distance of the yamen (i.e., Chongqing and its immediate environs); typically, these were rural couples who had migrated to the city because of poverty at home, and for this reason the women’s natal families were not within reach—hence the need to seek official protection instead. Most of these women filed oral complaints on days when the magistrate was holding open court, rather than the written plaints typical of most lawsuits. Filing a written plaint cost money; moreover, any woman who filed one required an adult male guarantor willing to go on record to back her up.⁴⁷ The women in these cases were not likely to have access to either money or a guarantor.

In 1865, a woman named Liu Wu Shi (35) filed charges to prevent her husband, Liu Yongshun (with whom she had three children), from selling her in marriage to one Yu Tongshi, who had agreed to pay forty strings of cash for her to be his concubine. Liu and Yu had already exchanged contract for cash, but Liu Wu Shi refused to be sold. She had appealed to her neighbors, to no avail, so finally she managed to steal the contract and make her way to the yamen in order to throw herself on the magistrate’s mercy.⁴⁸

The outcome of this case is not known, but some women who went to court on their own did manage to secure protection. In a 1788 case, Hu Shi went to the yamen to complain that her husband, Li Desheng, had arranged to sell her because of his illness and poverty; however, despite hardship, she did not want to remarry. In response to her complaint, the couple’s neighbors mediated a settlement in which Li and the prospective buyer agreed to cancel the transaction, and both men filed affidavits with the court to that effect.⁴⁹ In other cases, magistrates ordered that those involved in negotiating the wife sale be punished and that the woman be granted a divorce and returned to her natal family.⁵⁰

But the picture is decidedly mixed: some cases offer a far less sanguine perspective, suggesting that wives who filed charges against their own husbands could not assume they would get a sympathetic hearing in court. For example, in an 1840 case, Zeng Wu Shi filed an oral complaint that her husband, Zeng Chaichang, had beaten her in order to force her to submit to being sold. The forensic examiner
matchmakers had already secured a buyer and Li had exchanged a contract for a down payment. The prospective buyer, Wang Shuchuan (28), needed a concubine because his wife had so far failed to bear a son; Li Long Shi had borne at least two children, and Wang, impressed by her youth and proven fertility, had agreed to pay her husband a high brideprice of 55 taels. Wang had been told that the woman's natal family approved the sale, but in fact they had not been consulted. Li Long Shi was certainly fed up with her husband and not necessarily averse to separation, but she did not want to be anyone's concubine—hence her complaint to her mother.

Upon hearing what was afoot, Long Peng Shi promptly filed charges against her son-in-law, the matchmakers, and the prospective buyer, thereby freezing the transaction. The magistrate responded by canceling both marriages and returning Li Long Shi to her mother's custody. This judgment did separate her from her children, who remained with their father—but the record contains no information about how she felt about that result.94

**Natal Families as Allies—A Summary Case**

In a final example, which may serve as a summary case, we find a woman's natal family helping her first to escape an unhappy marriage and then to avoid being sold into a new marriage she did not want. In this 1890 case from Nanbu County, Jia Shi was the eldest daughter of peasant Jia Qiqing (45). In her teens she had married Yuan Zongai, the son of Yuan Fengcai (44), but the marriage was not harmonious, and she often ran away to the safety of her natal home, refusing to return. According to Jia Shi, her husband was abusive: "After I joined his household, he was always cruel to me, and that's why I ran away to hide at my natal home." The Yuan claimed that Jia Shi was disobedient and unfilial, and that her father (who resented the Yuan family's poverty) encouraged and indulged her defiance. The two claims are by no means mutually exclusive, since, as we know, "disobedience" was a basic strategy for women seeking to exit unhappy marriages.

Finally, Jia Qiqing and Yuan Fengcai asked two rural agents (baozheng) to mediate, and a meeting was convened at a temple. All sides agreed that, given the couple's irreconcilable differences, Jia Shi should remarry and the Yuan family should make the arrangements; Jia Qiqing promised to cooperate, and in the meantime Jia Shi would stay with him. After six months, the Yuan family arranged to sell her in marriage to Zhao Dashun (68), whose grandson Guoxiao lacked a wife. Representatives of the three families met at the temple, Zhao Dashun "had a look" at Jia Shi, all sides agreed, and the exchange was made; the Zhao's paid a brideprice of 20,000 cash to the Yuans, plus 2000 cash to Jia Shi's father, in exchange for a contract bearing Yuan Zongai's hand- and fingerprints, and Jia Shi's uncle delivered her to the Zhao household.

Only then did Jia Shi discover that her new husband, Zhao Guoxiao, was a "deaf-mute" (yaba)—it is not clear whether the Yuans had known this, but nobody
had told the Jias, and Guoxiao’s grandfather had represented his family in all the negotiations. Jia Shi was horrified at her new husband’s disability, and within a week she snuck out of the house at night and fled back to her father’s home. Members of the Zhao family tried to fetch her back, but she “defiantly refused to return.” A second mediation attempt by the rural agents failed when the Yuans refused to cancel the marriage sale and refund the Zhao’s bridewealth. Jia Qiqing was incensed by the way his daughter had been treated, and he filed charges against the other two families, who then filed counter charges against him and each other.

The magistrate ruled that, under the circumstances, the original mediated agreement had been appropriate and Jia Shi’s marriage to Zhao Guoxiao therefore legal. (He did not broach the question of whether concealing Guoxiao’s disability from the Jia family might have constituted marriage fraud, perhaps because the transaction had taken place between the Yuans and the Zhaos.) He reproached Jia Shi for her incorrigible defiance—“truly, she failed to behave as a wife should”—ordered her slapped, and returned her to the natal family; he instructed her father to marry her off to someone else and to use the new bridewealth to refund the Zhao family’s 20,000 cash. He permitted the Yuan family, who really were quite poor, to keep what they had received from the Zhaos.

Once again, the proximity of a woman’s natal family and their willingness to defend her proved decisive. With her father’s help, Jia Shi was able to force her in-laws to let her remarry, and, when she found her new husband not to her liking, her father’s willingness to go to court on her behalf freed her from entanglement with either family. She ended up in the custody of her father, who had carte blanche to arrange a new marriage that she would find acceptable. No doubt, it was unpleasant to be reproached and slapped; nevertheless, in a real way Jia Shi was the victor in this protracted struggle. However, if her natal family had not been available to help, there is no telling what might have happened to her.

WIVES SOLD AGAINST THEIR WILL

As we have seen, many women did not lack for resources or allies, and a wife who did not want to be sold might well be able to prevent her sale. But one can certainly find exceptional cases of wives sold against their will. The following three examples illustrate specific circumstances that might render a wife vulnerable to such coercion.

Three Cases of Coercion

In a 1738 case, Wu Shi (34) and her husband, Hu Cunpo (40 or older), were poor peasants from Ruichang County, Jiangxi, who had fled famine to Guangxi County, Hubei (about seventy kilometers to the north). They had two sons with them (one aged 8 sui, the other an infant not yet weaned) and had been reduced to despera-

tion. Hu decided that he had no choice but to sell his wife. But Wu Shi refused to be sold, so her husband arranged the transaction behind her back, engaging three acquaintances to act as matchmakers and providing a “request certificate” authorizing them to act on his behalf.

However, after finding a buyer and mediating the exchange of brideprice for contract, the matchmakers murdered Hu Cunpo so that they could keep all the money for themselves. Then they informed Wu Shi that her husband had sold her and her sons, taken his money, and gone home to Jiangxi; they turned her over to her buyer. Wu Shi was shocked and distressed at this fait accompli. But she believed the matchmakers’ lies, because she knew that her husband had indeed been considering selling her.

Why did coercion succeed in this case? The crucial factor is that Wu Shi was alone, far from home, without family or friends to help her. Under the circumstances, she had no choice but to cooperate, if for no other reason than to save her hungry children. Indeed, had her husband not been murdered, he might well have abandoned her exactly as the matchmakers claimed he had done.

A 1747 case from Wuwei Independent Department, Anhui, presents a very different set of circumstances that made coercion possible. Zhu Shi, the wife of tenant farmer Qiu Yingyou (50), was notorious for her open adultery with Qiu Yingzhou (45), who was a distant relative of Yingyou’s. Yingzhou was a tough and intimidating man, and although Yingyou resented his wife’s adultery, he feared Yingzhou too much to confront him; besides, according to Yingyou’s testimony, his wife had always been “fierce” (qianghan) and “impossible to control” (guan ta bu xia). This case is notable for the brazen openness of the sexual relationship between Zhu Shi and Yingzhou, which continued for three years without anyone interfering in any direct way.

Finally, Yingyou’s landlord became so disgusted that he withdrew Yingyou’s lease and kicked the couple off his land, forcing them to return to Yingzhou’s home village—at which point, Yingzhou followed them and built a straw hut for himself near their house, where Zhu Shi would visit, eat meals, and spend the night as she pleased. At this point, Yingyou resolved, now that he was back on his home turf, to solve the problem once and for all by selling Zhu Shi. He enlisted the aid of his two brothers, and they in turn engaged three sympathetic neighbors to act as matchmakers for free. They secured a buyer, exchanged contract for brideprice, and set a date for a sedan chair to fetch Zhu Shi to her new husband’s home.

When Zhu Shi discovered what was afoot, she made a noisy, public scene in the village and took refuge at Yingzhou’s hut—apparently she counted on her lover to face down her husband. But Yingyou was one step ahead of her; he had persuaded Yingzhou’s older brother, Qiu Yunzhu, to help. Yunzhu felt deeply ashamed of his younger brother’s conduct, and he agreed to be on hand when the sedan chair arrived, in order to prevent Yingzhou from interfering.
Thus, on that fateful day, Yingyou was able to confront his wife with a bold show of strength, backed by his two brothers, the three matchmakers, and her lover's own older brother. When she realized what was happening, she cut off her hair and began smashing the dishes and other household goods in Yingzhou's hut, but the seven men dragged her out, forced her into the sedan chair, and escorted it out of the village. As she struggled with them, Zhu Shi caught sight of her lover, watching from a distance and helpless to intervene because he could not defy his own older brother, and she seems to have given up hope. When Zhu Shi arrived at the home of her buyer—a landless agricultural laborer who had gotten her for a bargain price—she informed him frankly that she had been sold against her will because of adultery. But he did not care, and she did not resist him; they consummated the new marriage that night.

This case later ended up in court because Yingzhou, in a rage of frustration, committed a murder and then tried to use the corpse to implicate Yingyou falsely in order to get revenge. The truth quickly came out.

Why did coercion succeed in this case? Because of her notorious conduct, Zhu Shi seems to have had no friends or allies apart from her lover, whose hands were tied by the intervention of his own older brother. She had nothing to gain from going to court, even if she had managed to do so. What about her natal family, her natural source of protection? According to testimony, she did have two brothers, but they lived “far away,” and she had had no contact with them “for many years.”

All this was abundantly clear to Zhu Shi, and being sold off by force seems to have broken her spirit, and perhaps her sanity as well. She was able to testify coherently at the inquest, but later the yamen runners found it impossible to summon her for a second hearing. They reported to the magistrate that “Zhu Shi has gone mad; she pays no attention to her body or appearance, and she talks nothing but nonsense (man kou hu yan)—it is impossible to bring her in for interrogation.” An affidavit from her neighbors confirmed what the runners had reported: “She is frenzied and hallucinates—she has completely lost her senses” (kuang mi shi xing). It would be interesting to know exactly what sort of “nonsense” Zhu Shi uttered to persuade the runners she was mad. Whatever it was, they deemed it too indecorous to repeat in their report.29

The third example presents yet another set of circumstances that rendered a woman vulnerable to coercion. In this 1774 case from Hengyang County, Hunan, peasant Nie Yide’s older brothers forced him to sell his wife, Chang Shi, in order to compensate them after she accidentally started a fire that burned down their house. Nie did not want to sell his wife but felt he had no choice but to obey his brothers.

Chang Shi, however, refused to cooperate, and (as we would expect) she ran away to her natal home and complained to her father, Chang Zhansan (66). But Nie Yide explained the situation to his father-in-law and begged him to permit the sale. Chang reflected (as he later testified) that, after all, his daughter was suffering from poverty and might be better off with a new husband. Finally he told Yide, “you decide what to do, and I won’t interfere.”

Several days later, after brideprice and contract had been exchanged, the matchmaker and a cousin of Nie’s visited Chang Zhansan’s home and informed Chang Shi that they had persuaded her husband not to sell her after all, so she should not worry and they would take her home. She did not trust the two men and refused to go with them, but her own father lied to her, telling her that she should not worry because he guaranteed that they would not try to sell her off. But, on the road, she finally wormed the truth out of the matchmaker, whereupon she jumped in a lake in an apparent attempt at suicide. The two men pulled her out of the water and took her home, where she confronted her husband and insisted defiantly that she would rather starve to death than remarry. Her husband and his brothers watched her all night to prevent flight or suicide. The next day, Chang Shi continued her loud protests, refusing to eat and repeatedly trying to flee. By this time, her husband was torn by anguish and regret, and he begged his brothers to cancel the deal, but they insisted it was too late, because the contract had already been exchanged for the money. Then they tied Chang Shi to her bed and gagged her, so that they and the neighbors could all get some sleep—only to discover next morning that she had choked to death on the gag.

What made Chang Shi vulnerable to coercion is that no one in either the Nie family or her own defended her. Even her father betrayed her by agreeing to the sale and then lying to her, although we have no reason to doubt that he genuinely believed she would be better off if sold.

But Chang Shi’s sale was never completed, for obvious reasons, so the coercion she suffered can hardly be considered successful; if anything, her case underscores the difficulty of selling a wife without the wife’s cooperation. There is no way to know whether Chang Shi really would have committed suicide—her priority seems to have been deterring the sale, rather than actually dying. But all the evidence suggests that, if she had lived, she would have continued to resist. Moreover, her buyer had been falsely told that she had consented to the match, and once he discovered her true feelings, he would probably have canceled the deal.30

Isolation, Misogynist Violence, and the Limits of Female Agency

In a 1737 case from Zhejiang, peasant Zhu Weiqian’s poverty reached desperate extremes after the harvest failed and he fell ill. He and his wife, Tang Shi (26), agreed to separate in order to survive, and both families reluctantly approved the decision. Zhu’s uncles and Tang Shi’s older brother then arranged a fraudulent sale (passing her off as a widow) to a single peasant named Li Yonglu. The natal family received a small share of the brideprice to acknowledge their cooperation.

Tang Shi had cooperated fully, and she carefully concealed the facts of her marital history from Li Yonglu. But she found herself unhappy in her new household,
which was also poor—after all, it was in order to escape poverty that she had agreed to remarry in the first place. Her unhappiness increased when her brother came to fetch her home for a visit, but her new husband refused to let her go, on the grounds that there was too much work to spare her at that time. Resolving to run away back to her natal home, she waited one night until Li was asleep, then crept out of the house and fled. She took several bolts of cloth, 5.4 taels of silver, and 400 cash belonging to her husband, in addition to a bundle of her own clothing.

The problem with Tang Shi's plan was that her new husband's home was located in Changxing County, whereas her natal family lived in Fuquan County, over a hundred kilometers to the east across Lake Tai. Travel between the two counties took several days and required a boat. In this instance, the natal family had agreed to sacrifice their daughter's proximity for the anonymity necessary to secure a lucrative fraudulent sale.

Shortly before dawn, Tang Shi encountered two local men who had just gotten up: Zhao Yineng (33), a pig slaughterer by trade, described in testimony as fierce and intimidating, who was on his way with a friend (a casual laborer) to slaughter a pig. Zhao accosted Tang Shi, and she offered the men money if they would help hire a boat to take her to her natal home in Fuquan County. Realizing that this woman was traveling alone under suspicious circumstances, the men held her at knifepoint, stole her belongings, took her to an abandoned temple, and raped her. After that, they locked her in a shed and kept her captive for nine days, visiting every night to rape her.

Rumors started to spread, however, and Zhao Yineng began to worry that Tang Shi might be discovered. Finally, the men hired a boat and delivered her to her natal home (repeatedly raping her along the way). The amazing thing is that the men did not murder her; instead, they assumed that Tang Shi would keep what had happened a secret, counting on her shame to protect them from being held to account. But when she arrived home, she immediately told her brother what had happened. He filed charges at the county yamen, and those who had abused her were arrested and severely punished (Zhao being beheaded). The fraudulent wife sale was prosecuted as a secondary offense, with Tang Shi herself sentenced to a beating for the part she had played.61

A basic argument of this chapter is that it was difficult to sell a wife against her will; therefore, most wife sales that actually took place did so with the cooperation of the wife. Tang Shi, too, had agreed to be sold, but her gruesome ordeal after she ran away reminds us of the limits of female agency within the traffic in women in late imperial China, and it warns against any sort of sanguine complacency. Here we have a young woman of spirit and decision, who participated fully in her own fraudulent sale, hoping to escape poverty and better her circumstances. When she found herself unhappy in her new marriage, she boldly seized the initiative and fled—and if her natal home had been located within walking distance, she might have succeeded. But her natal home lay too far away for quick passage on foot—and as many legal cases show, it was extremely dangerous for a young woman to travel any significant distance alone. In the event, she was lucky to escape with her life.

To summarize: a woman might well prevent (or escape) an unwanted wife sale, but only if she had the courage to defy her husband, who might beat her. Courage alone might not suffice. Unless she had allies close at hand—her natal family, sympathetic in-laws, or the county yamen—she might be vulnerable to coercion and misogynist violence. The case of Tang Shi may be an extreme example, but it conveys a sense of the very real constraints that must have deterred many other women from taking such risks.62

CHILDREN IN WIFE SALES

Adele Fielde's anecdote (quoted at the beginning of this chapter) reminds us that, when wives were sold, it was common for children to accompany their mothers into their new marriages, either temporarily or permanently. In both law and custom, a cardinal principle of Chinese patriarchy was that children belonged with their father; hence, a court-ordered divorce invariably separated the woman from her children. The primacy of patrilineal descent also meant that any "children born of adultery" (jian sheng nan nü) should become the responsibility of their father in order to protect the lineages of their mother's husband and father from pollution.63 Moreover, wives who resisted being sold often did so because sale would mean separation from their children, whom their husbands intended to keep. (Unwillingness to sell children might also motivate a wife to agree to "bring in" an outside male to support her family through polyandry.) Nevertheless, the desperate circumstances of many couples that resorted to wife sale meant that children's best hope of survival might be to follow their mother into her buyer's household.

In wife-selling cases, information about children is often incomplete or missing. In my entire sample, a total of 158 children are specifically mentioned as present in women's families at the time of their sale. At least 93 of these children (about 60 percent) followed their mothers, either temporarily or permanently.

If we disaggregate the sample of known children by sex, we find striking evidence of the power of son preference in Chinese society: 109 (69 percent) of the children were male, and 49 (31 percent) were female. These numbers yield an extraordinary ratio of 222 males per 100 females, which means that half or more of the girls actually borne by these women must be missing from the records. Daughters were less likely than sons to be mentioned in testimony, simply because they were deemed less important. But the extreme asymmetry of these figures must
transferred temporarily than daughters. Here is how these numbers break down by sex:

**Terms of Custody for Sons Who Followed Their Mothers:**
- Temporary transfer: 43 (77%)
- Outright sale: 13 (23%)

**Terms of Custody for Daughters Who Followed Their Mothers:**
- Temporary transfer: 11 (30%)
- Outright sale: 26 (70%)

Sometimes sons had to be sold, if for no other reason than to secure their survival; but it was far more likely for a boy to be transferred temporarily than to be sold outright. Fathers sought to secure the eventual return of sons to their own lineages if they possibly could, in order to continue the family line; daughters, on the other hand, were more expendable. In fact, there are several cases in which one transaction included both types of transfer, with the wife sale contracts stipulating that sons will eventually return to their father whereas daughters are sold outright.

The colloquial terms for permanent versus temporary transfer of child custody closely resembled those for absolute versus conditional sales of land. Permanent sale of children might be termed "si mai"—literally, "dead sale"—whereas a temporary transfer was "huan mai"—"live sale" (the same terms were used for absolute/conditional land sales). Similarly, if a woman took her children into her new marriage permanently, she was said to have "taken them dead" (si dai), whereas in a temporary arrangement, she had "taken them alive" (huan dai). Here, the connotation of death versus life assumes the perspective of the children's father: if sold permanently, they were "dead" to him, whereas if they would some day return, they remained "alive." The same was true of land: if permanently sold, it was "dead" to the seller, but if conditionally sold, so that he might some day recover it, then it remained "alive" to him.

From the seller's standpoint, transferring his son to the temporary custody of his wife's buyer represented a compromise between dispersing his family for the sake of their immediate physical survival and preserving it as a coherent line of descent for himself and his ancestors. Without survival, there would be no chance of continuing the family line, so the hope was to achieve the first priority without sacrificing the second.

From the wife's standpoint, however, when her husband sold her and transferred custody of their children, her uterine family effectively seceded from his patriarchal family in order to pursue its own interests by allying with her buyer's patriarchal family. After all, it was the first husband who would end up alone, and the survival of his patriarchal family would depend on whether he ever actually
managed to recover custody of his son. (Of course, if he sold his sons outright, as happened in 23 percent of my cases, he would have no hope of doing so.) There is no way to estimate how often men succeeded, but anecdotal evidence from legal cases suggests that it was not always easy. Sometimes, when the time came, women simply refused to surrender their children.49 More often, however, tension focused on the efforts of fathers to maintain contact with their sons.

**Conflicts over Child Custody**

Many cases show that fathers who had transferred custody of their children temporarily made a serious effort to keep in touch with them. Such efforts reflect, in part, the seller’s sense of entitlement with regard to his wife’s buyer—that is, the sense that the sale of his wife had created a new and ongoing relationship between himself and her new husband. From the seller’s standpoint, this relationship entitled him to at least some material assistance, as reflected in demands for supplementary payments. But when children were in the picture, it also entitled the seller to visiting rights so as to keep in touch and monitor their welfare.

Some of these relationships were amicable, being accepted with equanimity by the woman’s new husband. We find such a relationship in a case from Fenshou County, Zhejiang, in which the landless peasant Song Wensheng was incapacitated by a seizure disorder (fengdian bing) and reduced to begging. In 1760, he sold his wife, Zheng Shi (aged 33 at the time), to peasant Chen Liangui (37) for a bridewealth of 16 taels; the agreement included provision that Chen would raise the couple’s little son for six years and then return him to his father. Over the next four years, Song Wensheng frequently dropped by to see his son. Chen Liangui tolerated the presence of his wife’s ex-husband (perhaps because Song did not demand more money) and maintained a friendly relationship with him, sometimes feeding him when he visited.

Unfortunately, Chen’s paternal uncle, Chen Yushu (35), found such contact extremely shameful, and when he saw Song, he would curse him and chase him away. But Liangui sympathized with Song and defended him, eventually provoking a bitter quarrel with his uncle. One evening, Yushu violently berated his nephew for having allowed Song to visit that day. Liangui reproached his uncle: “He came to give some rice to his son, I didn’t invite him, and I’ve never let him spend the night here. Why do you have to curse me like this?” The quarrel escalated into a fight, and Yushu beat his uncle so badly that the older man later died.

Chen Yushu’s shame and anger aside, this case provides a striking example of how a wife sale accompanied by the temporary transfer of child custody could lay the basis for a stable, friendly relationship between the man who had sold his wife and her buyer. The way Liangui stood up to his uncle shows that he considered Song’s visits to his son to be innocuous and even worthy of praise; his uncle’s hostility and intolerance bothered him far more.49

Other cases reveal significant potential for conflict, in which more than shame was at stake. To borrow Margery Wolf’s conceptual scheme once again, a wife sale that temporarily transferred children set up a potential conflict of interest between three families: the two patriarchal families of the husbands, with the wife’s uterine family in between. Conflicts often seem to have focused on the treatment of children, with the first husband trying to assert a custodial prerogative over their welfare, even though he had contractually transferred custody to the second husband.

In an 1819 case from Jin County, Shengling, a landless laborer named Li Xiu (42) had sold his wife, Guo Shi (35), because “thigh pain illness” had prevented him from working and earning a living. The contract stipulated that the couple’s younger son, who was not yet weaned, would accompany Guo Shi to be raised by her new husband, Yan Xin (36, a widower whose first wife had died without issue), but would eventually return to his father’s lineage.

After five months, Li Xiu had recovered his health and decided to look for work near his wife’s new village, in order to be near his infant son; he worried that Guo Shi did not look after the child properly. He happened to drop by for a visit, and Yan Xin was not there, but Guo Shi was home with the baby. She was not happy to see him and ordered him to leave before her new husband returned. Li Xiu scolded her for neglecting the baby, who was crying, and told her to breastfeed him. In reply she cursed him—“you’ve already sold me, so you can’t tell me what to do anymore!”—and ordered him off the premises. Outraged, Li Xiu beat her up, and she later died of her injuries.49

As this case suggests, a first husband’s efforts to monitor his son’s care might be perceived by the woman as unwelcome interference. She no longer felt subject to his authority—but also, she feared that his presence might poison her relations with her new husband and in-laws, just when she was trying to make a fresh start in a new household.

If children were older, then conflict over custody might focus on the value of their labor. In an 1803 case from Liangdang County, Gansu, peasant Chen Guang-wazi (30), his wife, Jin Shi (28), and their two children found themselves on the road, begging, after the harvest failed at home in Qin’an County. The couple agreed to “survive by separating,” and Chen arranged to sell Jin Shi and their infant daughter to a single peasant named Chen Liuyi for 4000 cash, with the stipulation that Liuyi would also support their son, Caixi (6), for six years before returning the boy to his father.

In a previous chapter, we have already discussed how the transfer of child custody affected the prices in wife sales: if children were transferred temporarily, it was common to reduce the price in order to compensate for the cost of raising them, whereas outright sale of children along with their mother generally indicated a higher price. In this case, the bridewealth of 4000 cash for a wife and
daughter seems very low, and it probably reflects the agreement to raise Guangwazi’s son for six years (in addition to the family’s sheer desperation). Nevertheless, after acquiring Jin Shi and her children, Chen Liuyi (a land-poor peasant) adjusted his household economy so that the entire family (including the little boy and Liuyi’s elderly father) worked at paper-making, the sort of labor-intensive commercial handicraft that was typical among the highly involuted peasantry. In this context, the boy’s labor was actually worth something—as Hill Gates has shown, children working in commercial handicrafts (notably, girls spinning cotton) could add significantly to a household’s marginal income.72

After several months, Chen Guangwazi visited the family to see his son, and the boy complained that Liuyi worked him too hard and often cursed and beat him. Guangwazi became angry, and he told Liuyi that he would take his son back immediately. But Liuyi refused, saying that the agreed period of six years was not yet up, and he accused Guangwazi of “breaking his promise.” Whereas Guangwazi had considered their agreement simply as a way to secure his son’s survival, Liuyi understood it to be a contract that bound the boy for a six-year term of servitude.73

In a 1792 case from Jingning County, Zhejiang, we see a very different sort of conflict over the custody of a son. In this case, peasant Liao Xinyuan (43) had sold his wife, Luo Shi (36), because of poverty to peasant Li Xiutong (63) for a body price of 20 taels, with the condition that Li agree to raise the couple’s only son, Liao Kaili, who was 8 sui at the time of the sale. The transaction concluded amicably, and over the next eight years Liao kept in close touch with his son and his wife’s new husband, who by all accounts scrupulously abided by the terms that had been agreed.

But after eight years, the boy was 16 sui, and Li decided that it was time to return him to his father. Li complained of the expense of supporting Kaili, but a far more important factor was that Li—who by this time was 71—no longer wanted a young man of different lineage, on the verge of adulthood, to continue living in his household. He felt anxious about the integrity of his property and lineage; in effect, Liao Xinyuan’s effort to secure his own family line by placing his son in Li’s household was increasingly perceived by Li as a threat to his own patrilineal imperative. Li visited Liao Xinyuan to inform him of his decision, but Liao reacted with consternation: he was very poor, suffered chronic ill health, and could barely get by on his own—he feared for the boy’s safety but also felt that Liao was breaking his promise to raise Kaili to adulthood. The two men quarreled and got into a fight; the elderly Li got the worst of it, and later died of his injuries.75

Children might become the ties binding a first husband to his wife’s new household, reinforcing his sense of connection and entitlement. But they might also become a flashpoint for conflict, where the friction between contradictory interests of the three parties to a wife sale came to bear.

THE WOMAN’S ATTITUDE AS THE DECISIVE FACTOR

Women’s subject positions within wife-selling were characterized by an irresolvable tension between wife as agent and wife as commodity. As Hill Gates puts it, with regard to the sale of daughters into marriage: “Even a bought person remains a person, with some rights and capacities that no nonhuman creature or object has.” Even a slave might exert some leverage, especially at the crucial juncture when an owner tried to market that slave to potential buyers.74 In Chinese wife sales, where did the balance lie between agency and commodification?

No single formula can encompass all cases. Rather, a sliding scale of interest and emotion weighed multiple factors: a woman’s force of personality, her husband’s character, and the quality of their relationship; the proximity and attitude of her natal family or other allies; the degree of desperation a couple found themselves in; the presence or absence of children; and the availability of other men who might act as lovers, patrons, or buyers.

A Sold Wife Reunites Her Family through Polyandry

The following case draws together many of the themes of this chapter, in particular the decisive role that a wife’s attitude might play. Peasant Luo Yanqen (in his forties) was married to Wang Shi (28), and they had one son, Liangbao (3); the family lived in Hefei County, Anhui, but in the past Luo had found seasonal work at a tea farm in Huoshan County, where he got to know a single migrant laborer from Hubei named Zhang Chongxian (33) who also worked there. In 1738 there was drought and famine in their home county, so Luo and family walked to Huoshan County, begging for food and sleeping outside, and returned to the tea farm in search of work. Zhang was still working there, and they reconnected.

Upon arrival, Luo fell ill, and he decided that selling his wife was the only way to secure his family’s survival. He offered to sell his wife to Zhang for a bride-price of 16 taels; the terms were agreed verbally, without recourse to a matchmaker or scribe; both men were illiterate, so Luo gave Zhang an otherwise blank piece of paper bearing his handprint and footprint to serve as a contract. Zhang promised to support the couple’s son until the age of 16 sui, at which point the boy would return to his father.

According to Wang Shi’s testimony, she was very fond of her husband and did not want to leave him. She tried to talk him out of selling her: “Let’s just keep on begging together as a family and do our best to keep going (women da jia taofan at shang qian qi)—anyway, whether we have food or not, I still want to follow you (you chi mei chi, wo shi yao genze ni de).” But for her sake and their son’s, he insisted:

My husband said, “Zhang Chongxian and I are friends. Now I am sick, and I have only this one son. I’ve already come to an agreement with Zhang Chongxian that our
son will follow you to be raised by him. He promises after two years to arrange for our son to go to school, and then when our son reaches 16 sui I can take him back. But if you refuse, then instead the three of us will all starve to death together. It would be better for you two to follow him and survive—and that way I can get a few taels to survive on, too." I was crying, and I told him "Even if we starve to death, a husband and wife should stay together" (jiuhi esti, fufu ye yao zai yi chu de).

But, eventually, "I realized I had no choice but to go with Zhang Chongxian, so I agreed."

After the transaction, Zhang continued to work at the tea farm, and Luo stayed in the area, often dropping by to visit his son; the two men remained good friends, and Wang Shi continued to sew and mend for Luo, who spent more and more time at their home. After about six months, however, Luo had spent the entire bride-price, so he approached Zhang once again; instead of demanding a supplementary payment, as we might expect, he asked if he could move in with them permanently. This proposal did not exactly thrill Zhang, but he agreed. In this way, a wife sale transmuted into a polyandrous relationship, so that the wife’s buyer ended up supporting and pooling resources with her entire family.

Wang Shi played the critical role in this decision: she still felt close to her first husband, and she sought to reunite her family under Zhang’s patronage. Her account is revealing: Zhang "had no choice but to let my husband live with us" (zhui de liu zhangfu zhuoxe), because her willingness to cooperate with Zhang depended on his tolerance of Luo, whom she persisted in characterizing as “my husband.” Later on, in her courtroom testimony, Wang Shi summed up her relationship with her first husband Luo as follows: "As his wife, I bore him a son, and even after he sold me, right down to the present day, I have continued to make clothing and shoes for him to wear.” Bearing sons and making clothing were definitive duties of a wife, and by citing her loyal record on this score, Wang Shi was asserting that she had remained a good wife to Luo, wife sale and polyandry notwithstanding.

After some months, Zhang decided to return home to Hubei, and he agreed to let Luo accompany Wang Shi and him and continue their arrangement, on condition that Luo pose as Wang Shi’s brother and keep his former relationship with her a secret. They stayed at Zhang’s sister’s home, and the two men earned money by casual labor.

Some months later, however, the men quarreled, and Luo announced that he would take “his” wife back to Anhui. Zhang retorted that Luo would have to “redeem” her by refunding her bride-price: "Do you really think you can cheat me out of my money and get your wife back for free?" Their quarrel led to a fight, and Zhang killed Luo.77

This case is a variation on the theme of wife sale and polyandry being two options for solving the same sorts of problems. It also suggests that a seller’s con-

continuing sense of entitlement with regard to his wife’s buyer, if followed to its logical extreme, could actually lead to polyandry. The seller’s attempt to terminate the relationship by taking back "his" wife underscores his assumption that selling her had not severed their ties, that there was something inalienable about an asset so fundamental as a wife. The buyer’s response to this proposal—that the seller must "redeem" her if he wanted to take her away—suggests that he fell back on the terms of conditional sale as a formula for managing their separation. In this way, the relationship between these people moved along a continuum between the opposite extremes of outright sale and outright polyandry, finally returning to the intermediate scenario of conditional sale.

Far from revealing a conflict of interest between her own uterine family and the patriarchal families of her two husbands, Wang Shi attempted to dissolve the boundaries between them by uniting them all in a single household. Her priorities were to ensure the survival of her first husband and their son and to keep the whole family together, and it is her attitude and feelings that played the decisive role in defining the relationship between her two husbands, and in fostering her first husband's sense of entitlement.

Poverty—A Partial Explanation at Best

The point of departure for the story just narrated was poverty, exacerbated by drought, famine, migration, and illness. Wife sale and polyandry were not strategies undertaken by prosperous, comfortable people. But poverty alone cannot explain how these three individuals chose to solve their problems or how their story unfolded.

In a crucial insight, Arthur Wolf and Chieh-shan Huang chide past scholars for resorting too casually to poverty as a blanket explanation for the behavior of Chinese peasants, in particular their practice of minor marriage (i.e., taking an adopted daughter-in-law instead of a grown-up bride). Poverty was certainly one factor in such decisions (since minor marriage cost far less than major marriage) but not necessarily the most important one, because the incidence of minor marriage did not correlate precisely with poverty. In Wolf and Huang’s view, adopting a daughter-in-law represented a “female strategy” that served to neutralize a potential threat to the mother-in-law’s uterine family: an adopted daughter-in-law would be raised by her mother-in-law, becoming, in effect, a member of that woman’s uterine family instead of an outsider rival to it. In other words, the key factor in choosing minor marriage was the attitude and interests of the women who, as a practical matter, usually determined how their sons would marry.78

The vast majority of people in Qing dynasty China were poor, to one degree or another, but most did not engage in polyandry or wife-selling—or minor marriage either, for that matter. Also, although polyandry and wife-selling were both survival strategies driven by poverty, they had dramatically different effects on the
people involved: polyandry kept a family together by adding an outside male, whereas a wife sale broke up the family and created a new marriage. Moreover, between the opposite poles of outright wife sale and outright polyandry, a variety of intermediate options existed. Granting that poverty was the basic reason for all of these strategies, why would individuals opt for any specific one over the others?

A critical factor was the quality of the relationship between husband and wife, and very often, it seems, the wife’s attitude toward that relationship is what mattered the most. Did she want to stay with her husband, or did she prefer to leave him? If she did remarry, would she be able to take her children with her? If she had a lover whom she preferred to her husband, could he afford to buy her outright, or was helping to support her family the best he could do? Did she mind the stigma of having two husbands?

The evidence clearly shows that it was difficult to make any of these strategies work without the wife’s cooperation. In particular, a woman could often prevent or sabotage a sale if she were unhappy about the prospect of being sold or displeased with the particular man to whom she had been promised. There are also cases in which wives refused to be sold, after which they recruited outside males to support their families through polyandry, with their husbands’ acquiescence. And there are cases like the last one narrated above, in which a sold wife managed to reunite her family through polyandry by making her cooperation with her second husband contingent on his acceptance of her first husband. As a practical matter, it might be the woman who had the final say.

Four Variations on a Theme

In considering wife sale thus far, our focus has been the open, direct form of the transaction: in other words, an honest exchange negotiated directly between the seller and buyer with the help of a matchmaker. This chapter broadens our inquiry to include four important variations of wife sale: compensated divorce (indirect sale facilitated by the natal family); widow remarriage; sale of a wife in her husband’s absence; and fraudulent wife sale. How did each work in practice, and what was the specific context for each? Why might people opt for compensated divorce instead of direct sale? What were the motives for fraud, and what forms did fraudulent sales take? Finally, what justifies inclusion of these kinds of marriage in the category “wife sale”?

COMPENSATED DIVORCE (A.K.A. INDIRECT WIFE SALE)

With few exceptions, marital separation required both financial compensation for the husband and immediate remarriage for the wife. These two steps were linked, because the usual source of the first husband’s compensation was the new bride-price paid by the woman’s second husband. In other words, almost all marital separations constituted some form of wife sale, defined as the transfer of a wife from one husband to another in exchange for money.

Broadly speaking, we can categorize wife sales as either direct or indirect. Direct sales often involved representatives of the woman’s natal family, whose approval might be formalized in their role as witnesses or even matchmakers, and who occasionally might even receive a share of the bride-price. But the defining
characteristic of a direct sale was that the exchange of woman for money would take place between the two husbands, in a single transaction documented by a single contract.

An indirect wife sale—which I also call "compensated divorce"—divided the exchange of woman for money into a sequence of two ostensibly separate transactions, divorce followed by remarriage, in which the woman's natal family played an intermediary role. The first husband would return his wife to her natal family, along with a divorce contract, and he would either return or destroy their original marriage contract. The natal family would arrange a new marriage for their daughter and provide her second husband with a new marriage contract; they or their daughter would keep the divorce contract as protection against future trouble. The exact sequence of events varied, but, at some point in the process, the first husband would receive financial compensation, paid out of the second husband's brideprice. Often, the second marriage would be arranged before the divorce was finalized, but sometimes a period of time elapsed between the two stages, during which the divorced woman would live in her natal household.

Compensated divorce was well known throughout China, and it may have been as common as direct wife sale.¹ The justification for calling compensated divorce a form of sale is that the first husband would not relinquish his wife without being paid, and the ultimate source of this payment was the second husband's brideprice. In the most straightforward scenario, the natal family would obtain the new brideprice in advance of the divorce and simply transfer it to the first husband. An alternative was for the natal family to advance their own funds to compensate the first husband, later recouping this sum from the second brideprice as soon as a new marriage could be arranged. In both scenarios, the proceeds of the second marriage financed the dissolution of the first. Moreover, since contracts for direct wife sale, contracts for compensated divorce usually bear the first husband's handprint.²

Terminology varied, but the most common term for a natal family's payment of compensation in exchange for their daughter's divorce was "to redeem the body" (shuoshen). The amount paid was known as the "body redemption price" (shuoshen jia) or simply "body price" (shen ji)—and this last term was also used in direct wife sales, interchangeably with the term "brideprice" (caili, caili qian). Such language is refreshingly frank about the nature of the transactions in question: "to redeem" (shu) is the same verb used for the payment of money to redeem conditionally sold land or pawned property; in other contexts, "to redeem the body" could mean to buy a slave's freedom or to buy a woman out of prostitution by refunding the amount for which she had been "pledged" to the brothel keeper.³ An equally explicit term used in some regions was "mai niu gui zong"—literally, "to buy a daughter back to her natal lineage."⁴

An 1891 case from Xinzhuo County, Taiwan, provides a good basic account of how compensated divorce worked. Wu Laicheng (26) was married to Guo Cui-

niang, but the marriage was bitterly unhappy, and Cui Cuiang was on especially bad terms with her mother-in-law, Wu Lin Shi (63). Wu pressured Cui Cuiang's father, Guo Lü, to accept a divorce. Guo's plaint explains how this transpired:

Several times they tried to pressure me to redeem her and remarry her to someone else, but I always refused. Finally, in the fourth month of this year, they asked their landlady Xu Chen Shi and a matchmaker to urge me to redeem her, in order to avoid matters developing in an unpredictable direction (a euphemism for suicide). So I had no choice but to prepare a body redemption price (shuoshen jia) of 40 yuan, which I paid over via the matchmaker and Chen Shi to Lin Shi and her son, who received it in person. Then they drew up a body redemption contract (shuoshen zifu), and Laicheng wrote his mark on it, and his mother put her fingerprint on it. (I hereby submit it to the court as proof.) Then I took my daughter back and married her to Yang Rui.

Seven months later, Wu Laicheng and his mother filed suit accusing Guo Lü of abduction and Yang Rui of adultery (a transparent attempt to extort a supplementary payment). In response, Guo filed the above plaint, submitting his daughter's "body redemption contract" in evidence, and yamen runners sent to investigate confirmed his account. In the end, the dispute was settled out of court before a formal hearing could be held.⁵

The case file does not say where Guo obtained the 40 yuan he paid to redeem his daughter. But, clearly, all parties understood that remarriage would immediately follow divorce, implying that the new brideprice was the source of the compensation.

In other cases, the connection between divorce and remarriage is even more obvious. For example, in an 1858 case from Ba County, the woman entered her new husband's household just two days after her divorce.⁶ In an 1856 case from Nanbu County, the woman's divorce was followed on the very same day by a fraudulent remarriage (her new husband thought he was marrying a widow)—the two contracts bear the same date and were written by the same scribe, who was in on the fraud.⁷ In both cases, it is clear that the natal family had negotiated their daughter's divorce and new marriage simultaneously, and had secured the second husband's brideprice in time to use it to compensate the first husband when he relinquished her.

Occasionally, a contract for a woman's "redemption" names her new husband, making explicit his role in enabling her divorce. An 1896 specimen from Taiwan reads:

I, Zhang Agui, of Xinbeijiao Village, hereby establish this contract for voluntarily letting my wife be redeemed out of our marriage. The situation is as follows: In previous years I took in marriage Wu Kuiang. But now our household is not harmonious, and we are poor and have trouble obtaining our daily food, so I have no choice but to ask the matchmaker to arrange for her older brother Wu Hui to redeem her
and take her back for 22 foreign silver dollars. This very day that sum has been paid over to me. Zhang Agui, and I have received the full amount in person. We have now agreed that she will be remarried (zhuan jie) to Lin Miao, of Xinhou Village, and they will be joined as husband and wife. This agreement is voluntary on both sides, and there is no coercion nor will either side change their mind or regret this. It will be like split bamboo, which can never be rejoined. There is no abduction or elopement involved. If any trouble should develop in the future, then Zhang Agui will exert all his strength to deal with it, and it will have nothing to do with Wu Hui at all. Fearing that spoken words are not reliable, and wanting to have evidence, I hereby establish this contract for redeeming my wife, and hand it over to serve as proof.

Addendum: On this day I, Zhang Agui, in the presence of the matchmaker, have personally received exactly 22 foreign silver dollars, and I voluntarily agree for my wife to be redeemed and remarried to Lin Miao.

This contract bears Zhang Agui’s mark and is witnessed by the woman’s brother, Wu Hui. Presumably Wu drew up a second contract for her new husband, Lin Miao.8

**Calculating the Amount of Compensation**

How was the amount of the first husband’s compensation calculated? It is not always clear, and practice certainly varied. Often, however, the compensation was simply a refund of the brideprice the first husband had originally paid for his wife. For example, in Mei County, Shaanxi, "the natal family will take their daughter back and return the brideprice her in-laws had paid for her." In a 1742 case from Kaiping County, Guangdong, peasant Li Xuanman proposed to “divorce” (xiu) his unhappy wife: if her brother would “take her back and marry her off to someone else, then I can get a refund of her brideprice." The practice of refunding brideprice confirms that these marriages had been sales of daughters by their parents—that is, “brideprice-heavy” marriage, to use Hill Gates’s term.

In other cases, the first husband would be promised all or part of the brideprice from his wife’s new marriage, regardless of what he had originally paid for her. In Jingning County, Zhejiang, for example:

The divorce contract will specify that in the future, when the wife remarries, a portion of her new brideprice will be paid to the first husband... The amount he should be paid is decided at the time when he divorces his wife and is explicitly recorded in the contract. The woman’s natal family will give him a separate promissory note for that amount.12

An 1809 contract from Ba County stipulates that, when the woman’s new marriage is arranged, her new husband “will pay a brideprice of 5000 cash, and the matchmakers will pay the entire sum to her first husband.” It is not clear from the case record whether the new husband had already been identified at the time of the divorce, or the first husband was simply promised that he would receive this amount at some future date.9 In an 1896 “body redemption contract” from Taiwan, the woman’s father agreed “to pay a body price according to the going rate,” determined through negotiations to be 200 large yuan of silver. In this instance, the woman’s father was footing the compensation. Presumably, “the going rate” (xian zhi) that he agreed to pay reflected what he expected to receive for her new brideprice.10

Sometimes the natal family might try to exploit their intermediary role in order to profit. In an 1895 case from Baodi County, poverty compelled peasant Li Chang-chun (20) to “return” (fui) his wife, Wang Shi, to her natal family for remarriage. Wang Shi’s father, Wang San, negotiated a fraudulent new marriage, passing her off as a widow, to peasant Zhao Delu (28), who paid a “body price” of 110 strings of east cash. But Wang San paid his erstwhile son-in-law only fifty strings, assuring him that this was the total “body price” Zhao had paid, and he kept a profit of sixty strings for himself. Two months later, Li learned the truth and was outraged at how he had been cheated—he felt entitled to his wife’s entire new brideprice—and filed charges at the county yamen.

The magistrate ruled this transaction to be an illegal wife sale (because the new marriage had been arranged before the divorce was finalized),11 but he opted to let the new marriage stand and punished no one. Nevertheless, he did redress what he saw as Li Chang-chun’s legitimate grievance. Wang San (who was also poor) had already spent the 60 strings of cash he had kept for himself, so the magistrate ordered Wang Shi’s new husband, Zhao Delu, to pay Li an additional twenty strings; he also ordered the matchmaker, who had negotiated both the divorce and the new marriage and was complicit in the fraud, to pay Li forty strings out of his own pocket. In other words, Li ended up receiving a total of 110 strings of cash, which was the full “body price” the natal family had received for his wife. This judgment shows that the magistrate understood the logic of compensated divorce and also expressed his compassion for the seller as loser in a wife sale.12

The redemption of adopted daughters-in-law represents a special case. The Private Law of Taiwan reproduces five contracts in which natal families redeemed adopted daughters-in-law who had reached the age of marriage (three specify 17 sui, a fourth 20 sui) but had not yet consummated their marriages; the stated reason for divorce in all five contracts is that the betrothed couple did not get along with each other.13 The amounts of compensation in these contracts are substantial and resemble those in other Taiwan contracts for compensated divorce, but since many adopted daughters-in-law were given as infants for free or for purely nominal sums, these prices presumably do not represent refunds of brideprice. How, then, were they calculated?

Here, we can draw on Arthur Wolf and Chieh-shan Huang’s analysis of marriage practices in northern Taiwan, where adopted daughter-in-law marriage was
particularly common. Peasants in Taiwan characterized the brideprice paid in major marriage as "compensation for the money invested in raising a daughter," and, according to Wolf and Huang’s calculations, "the average price did in fact constitute an approximate compensation for the cost of raising the girl." These observations concern "major marriage," involving transfer of a grown-up bride from her natal home to that of her husband in exchange for brideprice. When asked about the advantages of taking an adopted daughter-in-law ("sim-pua" in Taiwanese) instead of a grown-up bride, informants spoke in terms of cash flow:

Raising a sim-pua is like raising a pig. If you spend a little money and buy a little pig and then feed it each day, you don’t have to spend a lot of money at one time. When you sell the pig, you get a large sum of money. Raising a sim-pua is the same. If you raise a sim-pua, you have to feed her. But you don’t have to spend a lot of money when your son gets married.

Wolf and Huang conclude that an adopted daughter-in-law "was a kind of savings account" that enabled a family to avoid the large lump-sum payment necessary to acquire a grown-up bride.

By extension, it is clear that a natal family hoping to redeem a grown-up adopted daughter-in-law would have to pay her in-laws a body price at the going rate, both to compensate them for the expense of raising her and (presumably) to ensure that they could afford another grown-up bride as her substitute. This would be true even if the natal family had received no brideprice for her in the first place. To borrow the analogy used by Wolf and Huang’s informants, redeeming an adopted daughter-in-law who had grown up was like buying a full-grown pig, which cost "a large sum of money."

Delayed Compensation in the Form of Supplementary Payments

In a few cases, the first husband received no compensation from his wife’s natal family at the time of divorce. Instead, he managed to get it later from her second husband in the form of supplementary payments, and he had to approach the second husband directly in order to secure compensation. These cases beg the question of why a husband would yield his wife in the first place without guarantee of payment.

The decisive factor, it seems, was the balance of power between the first husband and his wife’s natal family. An 1837 case from Ba County illustrates this scenario. A landless peasant named Li Tianyuan who worked as a tin smith was forced to divorce his wife, Shi Shi, and return her to her natal family without compensation. Li’s compulsive gambling exacerbated his poverty, and he had failed to support his wife properly. In 1830, the Shi family had staged a public intervention at which Li was forced to submit a humiliating “pledge to stop gambling and to take care of my family” that was dictated by his in-laws. This document includes the following passage:

Because I am addicted to gambling, I waste money and neglect my family’s food and clothing. My in-laws have scolded me many times but I have failed to reform. Finally, my wife’s older brother Shi Zhengdong seized me and tied me up in order to turn me in to the authorities for punishment, but I have begged the community to intercede and now I voluntarily submit this written pledge never to gamble again. In the future, if I repeat my bad behavior and fail to support my wife, if I ever play mahjong or dice again, then my wife’s older brother will take this pledge to the authorities and I shall submit to punishment without protest.

The pledge bears the names of seven witnesses, five being men from the natal family.

But Li Tianyuan failed to reform, and two years later his wife’s family forced him to issue a contract renouncing their marriage. Li received no compensation; on the contrary, her natal family threatened to have him prosecuted for gambling (mere possession of gambling paraphernalia being subject to serious penalties). Their agreement to refrain from pressing charges was his only compensation. Three months later, Shi Shi married a widower named Yang Fengde, who was informed of her marital history. The Shi family did not ask brideprice, so they cannot be accused of profiting from their daughter’s divorce.

Li Tianyuan may have felt intimidated by the Shi family, but he also resented the fact that he had been left “with neither wife nor money” (ren cai liang hong). Six months later, he approached her new husband and threatened to file charges of forcibly seizing another man’s wife” unless he received a substantial brideprice. Yang refused to pay him, and instead threatened to call Li’s bluff by filing charges of his own. At this point, however, Yang’s neighbors intervened to mediate a settlement in which, at their urging, he agreed to pay Li 1.15 taels of silver “out of pity for his poverty.” In exchange, Li gave Yang a “submission contract to prevent disaster” bearing names of sixteen witnesses, including several members of Shi Shi’s natal family. In it, Li confesses that “because Shi Shi’s divorce came first and Fengde took her in marriage only later, I am well aware that their marriage is correct and my accusations false.” He promises no further trouble and offers to submit to “double punishment” if he breaks his word.

A couple of years later, however, Li demanded a supplementary payment, and when Yang rebuffed him, he filed false charges at the county yamen. In response, Yang and Shi Shi’s brother filed counter-plaints and submitted the relevant documents to prove their claims. The magistrate ruled Shi Shi’s divorce and new marriage legal, and ordered Li beaten for attempting extortion and filing false charges.

In this case, the Shi family was able to force Li to divorce his wife without compensation because of their realistic threat to have him prosecuted for gambling. Moreover, the Shi family could back their threats with muscle; Shi Shi had several
brothers and male cousins who were willing to defend her interests and could also mobilize their community on her behalf. In contrast, Li appeared to have been entirely on his own, which helps explain why the Shi family could treat him with such contempt.

Nevertheless, it is striking that Yang Fengde’s neighbors persuaded him to pay Li so much money. Evidently, they judged Li’s grievance legitimate—no man should have to divorce his wife without compensation—and 15 taels represents what they considered a fair price. (It falls into the mid-range of prices in direct wife sales in Ba County during this period.) Mediated settlements reflected the wider community’s sense of fairness as well as pity for the men who were the ultimate losers in these exchanges.21

To conclude, let us consider the motivation for choosing this indirect form of wife sale over the direct form. First of all, compensated divorce carried less criminal liability and perhaps less stigma as well. In fact, as long as the wife was divorced and returned to her natal family before they collected her new husband’s brideprice, magistrates usually upheld such transactions (see Chapter 9). Anecdotal evidence suggests that many people understood the distinction. For example, in a 1903 case from Nanbu County, Li Guozheng’s relatives and neighbors warned that it was against the law to sell “a wife who has a living husband” and urged him to negotiate a compensated divorce. Heeding their advice, he persuaded his natal family to redeem her for nine strings of cash, and they arranged her new marriage themselves.22

Nevertheless, in most cases, it appears that the critical factor was the woman’s natal family: their concern for their daughter’s well-being and their ability to influence her husband’s behavior. We have already seen in the previous chapter how a natal family might help their daughter escape an unhappy marriage. Playing an intermediary role in a compensated divorce was another way they could help their daughter and minimize the risk that she might be mistreated. Many of these cases show natal families intervening, sometimes aggressively, to protect their daughters’ interests.

But the natal family’s motivation mattered only if they were in a position both to influence their son-in-law’s actions and to secure the cash flow necessary for compensated divorce. If they had a good relationship with him, or could impose their will through force or threats, then they would likely opt to facilitate a compensated divorce (as long as they could manage its financing). If they were in a weaker position, they still might play a constructive role as witnesses or matchmakers to a direct sale.

**WIDOW REMARRIAGE**

The forms of widow remarriage closely mimicked the unorthodox marriage practices covered in this study. Broadly speaking, we can divide widow remarriage into two categories: those in which the widow left her first husband’s household to move into that of her second husband, which closely followed the model of wife sale; and those in which the widow “brought in” (zhao) a second husband without leaving her first husband’s household, which closely resembled polyandry.

Underlying all these practices was the fact that a husband’s death did not release his wife from her bond to his household. As Tai Yen-hui observes, “when a widow wished to return to her own family or remarry, she first had to obtain what amounted to a divorce from her deceased husband’s family.”23 On the rarest level of Confucian discourse, this bond was understood as an absolute, lifelong commitment that paralleled both filial piety and political loyalty: “to follow one husband to the bitter end.”24 On the mundane level of the poor peasant household, this bond was understood in practical terms: it had taken a big investment to get a wife in the first place, and that investment had to be recouped if she were to be released in order to remarry.

Let us first consider remarriage in which a widow left her first husband’s household to move into that of her second husband. Remarriages of this kind generally followed the model of either direct or indirect wife sale. Needless to say, a dead man was in no position to sell his own wife. But his surviving family (or even the widow herself) could act in his stead, and the basic structure of these transactions was the same as that found in wife sales: separation plus remarriage in exchange for compensation, with the source of that compensation being the brideprice paid by the woman’s new husband.

**Widow Remarriage Modeled on Direct Wife Sale**

Investigation of Customs provides several candid descriptions of remarriage that followed the model of direct wife sale. In Licheng County, Shansi, for example:

When a widow remarries, an appropriate body price (shenjia) will be negotiated by her parents-in-law or brother-in-law who authorize the marriage, and only after they are paid can the marriage take place. This payment is called a “body price” (shenjia), and in fact this practice is no different from the buying and selling of people (yu maimai renkou wu yil).25

In a discussion of “vulgar marriage customs,” the 1936 gazetteer of Fengshan County, Guangxi, explicitly associates this form of widow remarriage with a husband’s sale of his wife: “There are two transactions that both amount to the same kind of traffic in persons (er zhong wei yi maimai shi): the first is the remarriage of a wife who has a living husband, and the second is the remarriage of a widow.” In both transactions, “the payment for the woman is referred to as ‘body price.’”26

The Private Law of Taiwan contains eleven contracts for widow remarriages that follow the model of direct wife sale.27 The following example from 1901 is typical:
We, Zhong Baoting of Simanshi Village, and Zhong Dalilang of Wumanshui village, hereby establish this contact for marrying out our sister-in-law. The situation is as follows: In the past, our brother Zhong Dinglang took the niece of Xu Chenger of Xindongtou Village as his wife. But because her husband died young, she cannot make ends meet on her own. Her given name is Chuanmei and she is now 43 sui. Now, we, Zhong Baoting and Zhong Dalilang, voluntarily issue this contract to remarry our sister-in-law to Wen Delang of Binlanglin Village as his wife. On this day, relying on the matchmaker, we have met to discuss the terms and have agreed that the bride price will be exactly 12 big yuan. That sum of money is now exchanged for this contract. If anything from the past should be unclear, then it will have nothing to do with Wen Delang; instead, we will exert all our strength to deal with any such challenge. After marrying out, our sister-in-law will forever be Wen Delang's wife, and in the future we will never dare to say anything different, cause trouble, or change our minds. Fearing that spoken words alone are not reliable, we establish this contract for voluntarily marrying out our sister-in-law to serve as proof.²⁸

The contract is witnessed by the matchmaker and scribe, and endorsed by the woman's brothers-in-law. The reference to “anything from the past” being “unclear” is a euphemism for someone making claims about the woman's prior marital status in order to challenge the validity of her new marriage (similar statements appear in many wife sale contracts). The language of this contract, the negotiations it records, and the structure of the transaction are all nearly identical to those found in wife sales, except that the woman is sold by her brothers-in-law in place of her deceased husband.

Some contracts specify that the bride price will be used on behalf of the dead husband—for example, an 1897 “contract for receiving the body price silver for widow remarriage,” also from Taiwan:

The year before last my younger brother passed away, leaving his wife Zheng Shi, whose given name is Yuanliang, along with a son of three sui named Chen Zao. She is burdened with her husband's debts, and mother and child have difficulty making ends meet. For this reason, she is willing to remarry to a respectable man. A matchmaker has negotiated for Zheng Yuanliang to remarry to Chen Qingfu as wife. On this day, Qingfu has prepared a body price of 34 big yuan of silver and has paid the entire sum to me, Chen Wen, into my own hands. I, in turn, have handed the money over to Zheng Shi so that she can pay off my younger brother's debts (yi huan zhuwu qing yao).²⁹

An 1888 contract from Taiwan explains that the widow's brother-in-law will use her bride price “to take care of all of my older brother's expenses (bao xiong zhi zhu fee).”³⁰ Among the poor, a widow's remarriage might well be negotiated before her first husband was even in the ground, and anecdotal evidence suggests that the bride price was often used to pay for his coffin and funeral.³¹ In this way, the first husband might actually “receive” payment for his wife, despite being dead.

The stigma and taboos surrounding widow remarriage mirrored those for ordinary wife sale. In many regions, it was necessary to deliver the widow to her new household at night, as discreetly as possible. As the 1942 gazetteer from Chong'an County, Fujian, explains: "A widow who remarries must be delivered at night. She will be carried by lamplight until water has been crossed, and only then will she enter the sedan chair. Her feet must not touch the ground, because if they touch the ground the plants will wither and the soil will lose its fertility."³² As in the case of a sold wife, the loss of the woman's fertility to her husband's household reverberated in a symbolic threat to crops and soil.

Widow Remarriage Modeled on Compensated Divorce

Another common form of widow remarriage closely followed the model of compensated divorce, in which the woman would be redeemed by her natal family and married off in a two-step process documented by separate contracts. Investigation of Customs records this version of widow remarriage in a number of regions. In Shanxi, for example, "When the husband of a married daughter dies, then if she is willing to remarry, her natal family must first pay an appropriate body redemption price (shushen fia) in order to redeem her and return her to her natal home. Then they will marry her to a different man."³³ Similarly, in Hubei, "When a woman's husband dies, if her natal family has enough money, they can negotiate with her husband's family and pay an appropriate sum of money to redeem their daughter. After that, she may remarry or remain chaste, and her husband's family will not interfere."³⁴

The Private Law of Taiwan includes six contracts for the "redemption" of widows by their natal families. The following specimen from 1895 is typical:

I, Li Ade of Xishi Village, hereby establish this contract for voluntary redemption. The situation is as follows: In years past, my older brother Li Agui took Lin Danzi, the daughter of Lin Dingchang of Neibu Village, as his wife. But now Li Agui has died, and my sister-in-law Danzi is young and should return to her natal home in order to remarry. Now, Lin Dingchang's wife Chen Changmei has engaged Li Axin of Neibu Village [to serve as matchmaker], and he has explained that Chen Changmei is willing to pay 20 yuan in silver in order to redeem Lin Danzi so that she can return to her natal family and remarry. Both sides are acting voluntarily, and we will never dare to change our minds. No relatives or others will ever dare to contradict this agreement or to cause trouble. Fearing that spoken words alone are unreliable, I hereby establish this contract for voluntary redemption and give it to [Chen Changmei] to keep as proof.

Note: The original marriage contract is lost so it cannot be returned.³⁵

As the addendum suggests, it was standard for the in-laws to return the original contract for the widow's first marriage, which would then be destroyed.

The redemption contract would be kept by the natal family or the widow, to protect against any challenge from her first husband's family. As with compensated
divorce, a second contract would be prepared for her new husband. The Private Law of Taiwan does not provide examples of these second contracts. But a “redemption contract” from 1905 names the second husband, so it is obvious that this widow’s new marriage had been negotiated in advance, along with her redemption, as part of a single package. The Japanese investigator who collected this contract notes that the new husband had paid the widow’s body price in advance, enabling her natal family to redeem her and then transfer her to him, apparently on the same day.56

In some regions, there was a hybrid practice in which the widow would be remarried directly from the household of her in-laws, who would receive her entire price, but her natal family would choose her new husband. This was a one-step process involving only one contract. In Hunan, for example: “When a widow remarries, first her natal family must choose her husband. . . Then the in-laws will negotiate a body price and draw up a contract for widow remarriage. Then the man taking her in marriage will pay the body price and cover all other expenses. The in-laws receive all the money.”57 In Hubei, the colloquial term for this practice was “the natal family chooses the man, and the in-laws get the money” (niangjia ze ren, pojia de qian).58

If the widow was being married directly from her first husband’s household, why did her natal family participate? The report from Hubei explains:

This practice makes sense in terms of human feelings (renqing). The natal family can be expected to feel more concern for the fate of their daughter than her in-laws will, and the natal family will pay closer attention in choosing her new husband. Because they understand the important influence of her new husband on her happiness, the natal family is more likely to make a good choice.59

This hybrid practice seems to have been a compromise sometimes reached when a natal family cared deeply about their daughter’s security, and were in a position to assert themselves, but for whatever reason could not front the money to redeem her. In fact, this explanation applies more broadly to the choice of compensated divorce over direct wife sale. By playing an intermediary role, the natal family could minimize the risk that their daughter would end up with a man who might abuse her or fail to support her.

**Uxorilocal Remarriage as a Form of Polyandry**

Up to now, we have discussed forms of remarriage that required a widow to leave her dead husband’s household. An alternative was uxorilocal remarriage, in which the widow would “bring in” (zhao) a new husband without leaving her first husband’s household. To do this, a widow needed the approval of her in-laws from the first marriage, but that was often forthcoming because in certain circumstances uxorilocal remarriage offered an optimal solution to the problems of both the widow and her in-laws. For this reason, uxorilocal remarriage was common throughout China.60

To understand the logic of uxorilocal remarriage, we must bear in mind two rules. As we have seen, if a widow were to leave her dead husband’s household, her in-laws would have to be compensated. But also, if a widow left her dead husband’s household in order to remarry, then by law and custom she would surrender all claim to his estate and their children, both of which remained in the custody of his lineage. For this reason, widows with property were particularly reluctant to remarry in the conventional way.61 In practice, it was not uncommon for a widow to take children into a new marriage if they had no other means of support, but, as in wife sales, they would often be expected eventually to return to their father’s lineage. Uxorilocal remarriage enabled a widow to get around both of these inconvenient rules, allowing her to maintain custody of her husband’s estate and their children while also enjoying the benefits that a new husband could bring.62

But there were also advantages from the standpoint of the dead husband and his lineage: like polyandry, uxorilocal remarriage was a strategy to preserve his household intact by enlisting the support of an outside male, whereas conventional remarriage (like a wife sale) would break up his household, putting both his children and their inheritance at risk. Conventional remarriage would also deprive the dead man’s living parents of his wife’s support—a crucial consideration if they had no surviving sons. Moreover, if the deceased had left no son to carry on his family line, the uxorilocal husband could provide one: the first son he sired would be designated the dead husband’s heir, in a practice that parallels surrogate fatherhood within polyandry.63 The widow would continue to look after her dead husband’s ancestral tablets and graves. Moreover, it was common for the second husband to adopt the first husband’s surname (a practice sometimes seen in polyandry).64 These considerations induced many in-laws to permit widowed daughters-in-law to bring in uxorilocal husbands. Indeed, contracts for uxorilocal remarriage were often drafted in the name of the widow’s in-laws.65

Seen in this light, uxorilocal remarriage constituted a form of polyandry in which the first husband happened to be dead, but with whom the widow had by no means severed her ties, and the arrangement was designed to secure his interests and those of his lineage as well as her own. Terminology underscores the close parallel with “getting a husband to support a husband.” Colloquial terms for uxorilocal remarriage included “getting a husband to raise [the first husband’s] sons” (zhao fu yang zǐ or zhao fu fu zǐ), “getting a husband in order to give birth to sons” (zhao fu shèng zǐ), “getting a husband to carry on [the first husband’s] family line” (zhao fu chuān hú), and “getting a husband to support [the first husband’s] parents” (zhao fu yáng qīn or zhao fu yáng lào).66 All of these terms emphasize the interests of the dead husband as well as of the widow herself.
Conditional Widow Remarriage in Zhejiang

In Zhejiang, there was yet another form of widow remarriage, based on the model of conditional wife sale (dian qi), which represents a sort of compromise between the alternatives of leaving or remaining in the dead husband’s household. This distinctive regional practice underscores the broader point that the various forms of widow remarriage closely resembled and were indeed based upon the spectrum of non-normative marriage practices analyzed in this study.

In the classic version of conditional wife sale, a woman would move in with her conditional buyer and share his bed for a fixed period, during which any children she bore would belong to him; after the term was finished, she would return to her husband. In exchange, her husband received a loan, which he would usually have to repay when the term was finished in order to “redeem” his wife. Her sexual and reproductive labor would constitute interest on this loan.

According to Investigation of Customs, which documents the practice of conditional wife sale throughout Zhejiang, there was a variation in Fenghua County in which a widow who could not support her children would conditionally sell herself to a widower, or to a man who lacked a son but was too poor to take a permanent wife, for a period of up to ten years. According to the report, conditional remarriage was usually a strategy for widows who had children from the first marriage and did not want to be permanently separated from them, whereas a widow without children would simply remarry in the conventional way, leaving her first husband’s household altogether. Conditional remarriage did not necessarily require a woman to move in with her buyer, as long as she made herself available for conjugal relations.

We find an example of precisely this practice in an 1885 homicide case from Yin County, which happens to border on Fenghua County (both are located in Ningbo Prefecture). In this case, a woman named Zhuang Ying Shi (aged 38 sui at the time of the transaction) was left in poverty upon her husband’s death, with no means of supporting their young son, so she decided “to sell herself conditionally to another man to be his wife” (dian qi). An older female cousin agreed to act as matchmaker and quickly found a peasant named Shi Jinyou, who at the age of 39 sui had no wife or family and was “hoping to take a wife by conditional sale.” Shi agreed to pay a “conditional sale price”—also referred to in testimony as the widow’s “body price”—of 60 foreign silver dollars in exchange for “having relations” (liaowang—a euphemism for sexual intercourse) with the widow for a term of ten years. When that time was up, she would “once again return to her first husband’s household.”

The transaction concluded amicably, and Zhuang Ying Shi moved in with Shi Jinyou. But, the following spring, Shi fell ill and, because he could not work, he fell into debt and eventually lost his land, sinking into poverty. The household often went short of food. Zhuang Ying Shi very much resented this situation, because she had agreed to the conditional sale precisely in order to avoid poverty. After considerable quarrelling, she finally left Shi Jinyou and returned to her dead husband’s household; she had lived with Shi for just over one year. Twice Shi Jinyou attempted to fetch her back, but she refused him. Then, one day, she remembered that she had left her fire tongs at his house, and she went to get them; when Shi could not produce the tongs (he had sold them), she first demanded money and then, when Shi refused to pay her, she seized some of his clothing in compensation. Shi became infuriated and beat her with a wooden stake; she later died of her injuries.

Unfortunately, the terse record of this case leaves much we would like to know—for example, it does not mention the widow’s in-laws, nor does it say who received the money that Shi paid for her, or what was done with it. But her son of 13 sui did not follow her into Shi Jinyou’s household, instead continuing to live at his own father’s home. Evidently, someone from the first husband’s family was on the scene to look after him, and, since the widow’s principal motive for seeking a conditional buyer was to provide for her son, it appears that the boy’s living expenses were being covered by the 60 silver dollars that Shi Jinyou had paid.

The case of Zhuang Ying Shi again confirms what we have seen in many other cases, namely that peasant women were capable of using sex in an unemotional, strategic way to bargain for resources from men. Clearly, this pragmatic widow assumed that her conditional buyer’s ability to support her during their years together was a basic condition of the deal, on top of the “body price” he had initially paid. She drove a hard bargain; once it became clear that Shi Jinyou could no longer put food on the table, she cut off his sexual access and moved out, almost nine years ahead of schedule, without refunding the brideprice he had paid. To her way of thinking, nothing required her to stay with a man who could not support her.

Conditional wife sale, like the conditional sale of land, was a compromise strategy that enabled peasants to use a vital asset to raise short-term credit while retaining the option of eventually recovering that asset. The widow remarriage variant followed the same logic, enabling a widow to generate income vital to her family’s survival without permanently leaving her dead husband’s household. In the end she could return, and her temporary absence would have suspended but not voided her status there. However, this arrangement appears to have been unusual outside Zhejiang, at least as a formally contracted form of widow remarriage that received community recognition. A less formal and apparently far more common survival strategy was for widows simply to engage in transactional polyamory or retail prostitution. Many cases record rural widows trading sex for support from a handful of regular patrons, and the Ba County cases show that many of the prostitutes in Chongqing brothels were young widows.
To summarize, the survival strategies of widows closely mirrored the spectrum of practices covered in this study, including direct wife sale, compensated divorce, and polyandry as well as conditional wife sale. Among the rural poor, almost all widows remarried, and they did so according to one of these strategies; for those who did not remarry, prostitution was a common resort. These facts underscore the mainstream relevance of our subject matter: it will not do to dismiss polyandry, wife sale, and the rest as deviant outliers. Rather, they constituted an integral part of a broader system of marriage and household formation.

**THE WIFE SOLD IN HER HUSBAND’S ABSENCE**

Sometimes a man’s family would sell his wife in his absence. These sales were hybrid transactions. They resembled widow remarriage, in that the husband’s family would receive compensation in his place and sometimes truly believed him to be dead. They can also be understood as a form of indirect wife sale, because, like compensated divorce, such transactions usually involved two steps and often two separate contracts.

In this scenario, a husband would travel far from home in search of work, leaving behind his wife to depend on her in-laws’ charity. During the husband’s absence, his family would struggle with poverty, and, without word of his fate, they might suspect that he had perished; eventually, they would decide to sell his wife. *Investigation of Customs* describes this practice in Shandong, where many poor peasants migrated seasonally or for longer periods in search of employment, often to Manchuria:

In poor families there are some men who, after taking a wife, will leave home and travel far away in search of a living. Some may not return or even send home any news for several years. Their wives will be left with no means of feeding themselves and no way to survive. In this situation, a wife can ask her parents-in-law for permission to remarry, and if they agree, they will supervise her remarriage and will receive an appropriate body price for her.

In the end, however, the woman’s husband might return, posing the problem of how to compensate him for the loss of his wife.

These cases all seem to involve land-poor peasants who had become “proletarianized” in the context of agricultural involution: a worsening ratio of population to resources compelled men to hire out labor in order to maintain household incomes at subsistence level. The men in these cases were usually young (in their early twenties), married but without children, and whatever land they had inherited was inadequate to support their households. It was the need for work that induced men to leave home, and it was the poverty of the families left behind that forced the sale of their wives.

What happened when these men did return home and discovered that their wives had been sold? According to a report from Gaoping County, Shanxi, “if, later on, the first husband does return home, then he must be paid the full bride-price specified in the contract for the second marriage, so that he can take another wife.” But given the poverty of most people in such circumstances, how could they avoid spending the bride-price? What if none of the money was left when the husband returned?

Some families did try to preserve the bride-price, so that the absent husband would have means for a fresh start if he returned. In an 1815 case from Baodi County, peasant Liu Jinkui left home for several years in search of employment; in his absence, he expected his older brother Liu Lan to support his wife, Sun Shi. But after several years, during which Jinkui failed to send home word of his fate, let alone any money, his brother and Sun Shi finally concluded that he must have died; moreover, Liu Lan (who was also quite poor) wanted relief from the burden of supporting Sun Shi. Informing the community that Jinkui had died, Liu Lan arranged for his “widowed” sister-in-law to remarry for a “body price” of 230 strings of cast cash. She agreed with this plan.

However, two elders of the Liu lineage voiced concern, because there was no proof of Jinkui’s death. They did not oppose Sun Shi’s remarriage, but they insisted that Liu Lan invest her body price in land, so that, if Jinkui did return, he would not end up “with neither wife nor money.” After another two years, Jinkui did indeed finally return home. Thanks to the elders’ intervention, he received the full body price that his wife’s new husband had paid. Satisfied, Jinkui did not subject that man to any new demands.

In an 1824 case from Nanbu County, we see a similar effort to preserve at least part of the bride-price for the absent husband. In this case, peasant Pu Hongfu (25) was married to He Shi, and the couple had no children. Because of poverty, Pu left home in search of work and did not return for three years; during that time, He Shi had no means of support other than family charity, and she became increasingly unhappy and defiant of her in-laws. Finally, Pu’s father and He Shi’s father agreed that the situation was untenable, and with He Shi’s approval they arranged for her to remarry as wife to a single peasant named Pu Changyin (no relation to her first husband). The contract for this marriage is written in the voice of Pu Hongfu’s father and is witnessed by representatives of his lineage, along with He Shi’s father and brother:

Pu Tingmo hereby establishes this marriage contract to authorize marriage. The situation is as follows: My third son, Pu Hongfu, took He Congyuan’s daughter He Shi in marriage. But since childhood, Pu Hongfu would not behave properly according to his station. He has neglected his father and his wife and has wasted many years away from home without returning or sending word, so that we do not know whether he is alive or dead. He left his wife He Shi at home without supplying her food or
This contract effectively converted the transaction into a direct wife sale. Its rhetoric is strikingly different from the first contract that had been drawn up in Pu Hongfu’s absence by his father. Whereas Hongfu’s father had put the onus for the sale on his absent, irresponsible son, in the new contract Hongfu blamed everything on his wife’s alleged misbehavior: if only He Shi had been a loyal wife and a filial daughter-in-law, her sale would not have been necessary. In fact, this account of He Shi’s disobedience and defiance probably contains some truth (however self-serving it may seem), since it fits the model of an unhappy wife who sought to provoke her own sale by going on strike.35

In the following 1808 case from Changyuan County, Zhili, the absent husband’s family seems genuinely to have believed him to be dead; nevertheless, when he unexpectedly returned home, they did their best to compensate him. A landless peasant named Wang Xi had traveled to Henan in search of work, and in his absence, his wife, Zhang Shi, depended on his older brother, Wang Dong, for support. But Wang Dong was also very poor, and after three years with no news, he decided that his brother must be dead, so he sent Zhang Shi back to her natal family with instructions that they should arrange for her to remarry. Zhang Shi’s father negotiated her sale as concubine to peasant Zhang Guoliang (whose wife had no issue) for a body price of 160,000 “large cash”, half of this sum was handed over to Wang Dong, apparently as a refund of the original brideprice the Wang family had paid for Zhang Shi when she married Wang Xi.

To everyone’s surprise, however, Wang Xi returned home just a month after his wife’s sale. His brother gave him 45,000 large cash, which was all that remained of the Wang family’s share of the brideprice. But Wang Xi was not satisfied, so he visited his wife’s new husband and demanded further compensation. Zhang
Guoliang agreed to pay an additional 25,000 large cash and in exchange Wang Xi confirmed his wife's new marriage. He later used the compensation he had received to take a new wife.4

In a 1786 case from Ju Department, Shandong, the family was simply too poor to preserve the brideprice for the absent husband. In this case, peasant Wang Wencheng (27) had married Bo Shi (26) in 1779. The couple was very poor and had no children; they lived with Wang's mother, Wang Jing Shi, and grandfather, Wang Youcong (82). In 1782, Wang Wencheng had left home alone and traveled to southern Manchuria in search of work, not returning for several years. He was able to survive as a casual laborer but did not save any money, much less send any home; in his absence, his family became desperate (witnesses testified that "they had nothing to eat").

Finally, Wang Youcong and Wang Jing Shi persuaded Bo Shi that it would be best for everyone if she remarried "in order to find a way to survive" (xun sheng lu). She agreed, as did her father Bo Zeng, and in the spring of 1783 she was married to peasant Zhang Cunliang (41) for a brideprice of 14,000 small cash. The Wang family received the entire brideprice. We have a transcript of the contract:

Wang Youcong and his daughter-in-law Wang Jing Shi hereby establish this contract for remarriage. The situation is as follows: Grandson Wang Wencheng left home four years ago and we have had no news of him since then. He left his wife Bo Shi behind with no means of support and she is having a hard time getting by. Now we have invited matchmaker Chen Zhangqiong to discuss the situation with us and he has negotiated a satisfactory match. Bo Shi is willing to remarry to Zhang Cunliang as his main wife. We have agreed on a brideprice of 14,000 cash, and woman and money have now been exchanged. Fearing that in future there would be no proof, we hereby establish this remarriage contract for Zhang Cunliang to save as proof.

On Qianlong 47.4.16, Wang Youcong and Wang Jing Shi establish this remarriage contract.

The contract frankly explains that although Wang Wencheng may still be alive, his wife must remarry because of poverty. Its format closely resembles that for an ordinary wife sale, but the tale of woe explaining the reason for the woman's remarriage focuses on the husband's long absence, which exacerbates the household's poverty. Instead of a husband selling his wife, his family is acting in his place.

Six months later, however, Wang Wencheng returned home, and by that time the entire brideprice had been spent on food. Although Wang did not dare object to what his grandfather and mother had done in his absence, he could not help resenting that he had nothing to show for the wife he had lost. After a few months, he contacted Zhang Cunliang and threatened to file charges against him for "taking in marriage a wife with a living husband." Wang's brother-in-law and a close friend of Zhang's stepped in to mediate an agreement whereby Zhang paid Wang Wencheng a "supplementary payment" (zhao jia) of 12,000 small cash in exchange for a new contract in Wang's name that confirmed Bo Shi's marriage to Zhang. We have a transcript of this document, as well:

Wang Wencheng hereby establishes this contract. The situation is as follows: I was unable to make a living, so on Qianlong 44.3.20 I left home and went east of the pass in search of work. That was four years ago. In my absence, my family had difficulty getting by, so my grandfather Wang Youcong remarried my wife Bo Shi to Zhang Cunliang as his wife, for an agreed brideprice of 14,000 cash. At that time, the brideprice was paid in full. Then, on Qianlong 47.10.20, I, Wang Wencheng, returned home and I asked for more brideprice. My younger sister's husband Du Fanghe, together with Ji Shengde mediated a settlement whereby Zhang Cunliang paid an additional 12,000 cash. Now, on Qianlong 48.3.7, he has paid that amount in full, and I will never regret or betray our agreement. Fearing that in future there would be no proof, I hereby establish this contract for Zhang Cunliang to save as proof.

Qianlong 48.3.7, Wang Wencheng establishes this contract.

This settlement ended the dispute, and before long Bo Shi bore her new husband a son.45

A wife's remarriage in her husband's absence can be seen as a form of indirect wife sale, in that the absent husband's family would sell her in his place, and he would be compensated only later (with the original brideprice and/or some supplementary amount added by the new husband). Such transactions most closely resemble a widow remarriage brokered by the widow's in-laws. This resemblance underscores the similarity between widow remarriage and wife sale that we have already seen.

The returned husband’s demand for more money is a variation of the demand for supplementary payments found in other forms of wife sale—some people referred to this demand as "zhao jia." Moreover, this scenario resembles fraudulent wife sale in that the new brideprice would be solicited (some might say "extorted") in exchange for a new contract to rationalize a transaction that had been based on a false premise, namely that the first husband was dead or otherwise out of the picture. If the new husband demurred, the first husband would threaten a lawsuit—and since the sale had occurred in his absence, he was likely to receive a sympathetic hearing in court.46

FRAUDULENT WIFE SALE

In a fraudulent wife sale, the woman was usually represented as a widow, and outwardly the transaction resembled widow remarriage in every respect. The fact that hapless men could be duped into thinking they were marrying widows, when in fact they were buying "wives with living husbands," confirms that widow remarriage was indeed a form of wife sale. Consider the following example.
In 1836, charges were filed at the Ba County yamen accusing one Li Wenhan (30) of "kidnapping" and "seizing as his concubine" a married woman named Jiang Shi (22). The accusation came as a shock to Li, who had believed his new concubine to be a widow. As Li explained in his own petition,

My wife Wang Shi is already 34 sì but has not given birth, so I obeyed my mother's order to take a concubine in order to secure our line of descent. We had hired the carpenter Huang Shuangtai to add a room to our house, and he mentioned that in his neighborhood, there lived a widow named Wei Zhang Shi, whose son Wei Shilun had died of illness. Wei Shilun's widow, Jiang Shi, was young and had no one to support her, and they had no way to provide their daily food. Huang Shuangtai said he was willing to act as matchmaker and arrange for me to marry Jiang Shi as my concubine. Wei Zhang Shi authorized the marriage, and Shuangtai wrote out a marriage contract for me to keep as proof (and which I now submit to the court), stating that Wei Zhang Shi would receive a brideprice of 9000 cash to pay for her son's coffin. I honestly believed that Wei Shilun was already dead, and since his mother had authorized the marriage, I saw no reason for suspicion. So I agreed, and took Jiang Shi in marriage.

In fact, however, Jiang Shi's husband, Wei Shilun (37), was still alive, and it was he who had engaged the carpenter Huang Shuangtai to find a buyer for his wife.

The litigants eventually settled out of court, and the mediators' petition asking for the magistrate's approval explains what had happened:

The truth is that Wei Shilun was crippled by a disease of the feet; his household was poor and his mother aged, and it became difficult to provide their daily food. He tried several times to divorce Jiang Shi and remarry her to someone else, in order to survive. But even if there were a matchmaker, the local men were fearful and would not dare to take in marriage a wife who had a living husband (ren wei sheng qi, bu gan cheng gu). So Shilun's mother Wei Zhang Shi pretended that her son had already died, drew up a request certificate asking Huang Shuangtai to act as matchmaker, and thereby arranged for Jiang Shi to marry Li Wenhan, who lived far away, as his concubine. Wei Zhang Shi drew up a contract in her own name to authorize the marriage and conceal the truth from Li Wenhan.

All would have been well, except that Wei Shilun had neglected to secure the approval of his wife's uncle Jiang Yuxuan, who was the senior member of her natal family. (Her father was dead.) When Yuxuan found out about the sale, he assumed that his niece had been mistreated, and he immediately filed charges against all involved. Li Wenhan finally learned the truth when the yamen runners came to summon him.

The mediated settlement led to a second marriage stand, which suited Jiang Shi. After all, she had kept her first husband's existence a secret because, as she made clear in a petition of her own supporting Li Wenhan, she was content with her new marriage and did not wish to return to Wei Shilun (a lazy wastrel who "worked at no proper occupation" and had "abandoned his mother and me, leaving us with nothing to eat"). Once she made her views clear, her uncle withdrew his objections.79

This case illustrates a number of basic features of fraudulent wife sales. In this instance, the stated motive for fraud was to make it easier to find a buyer, because the local men were too wary to buy a woman who had a living husband. (The other motive for fraud was to get a better price.) The contract prepared for the buyer would be indistinguishable from an ordinary contract for widow remarriage. Occasionally, a young woman might be posed as a never-married bride (who could fetch an even higher price than a widow), but this was far less common, because most of these women had already reached an age when it would be extremely unlikely for them never to have married.80 For obvious reasons, success depended on the wife's cooperation, but it was also necessary to go outside the local community in order to find a buyer who did not know her and was unlikely to discover her background.

It is impossible to estimate with any certainty the relative incidence of open versus fraudulent wife sales, but certainly the risk of fraud was well known, and it caused a certain amount of suspicion and anxiety among men who were offered genuine widows in marriage. Therefore, even though widow remarriage was extremely common and generally not prohibited, such transactions often involved measures to minimize risk and reassure anxious buyers similar to those found in open wife sales, especially if the widow was not a local woman.81 In my sample of wife-selling cases from the archives, fraudulent sales constitute 11 percent of local cases and 20 percent of xingke lüe. But I suspect that fraud is overrepresented in the court records, for two reasons. If a buyer really had been duped, then he faced little risk in going to court, as long as he was willing to give up the woman. More important, the experience of being cheated could easily provoke anger, conflict, and violence—which no doubt accounts for the fact that fraud is almost twice as likely to appear in xingke lüe (most of which are homicide cases) as in local court cases (nearly all of which concern routine "minor matters").

**Fraudulent Wife Sale Followed by Extortion**

Aside from fraud, extortion is what prospective buyers of other men's wives most feared—and many cases combine both nightmares. A common feature of fraudulent sale is that the first husband would visit the second husband after the new marriage had been consummated in order to confront him with the truth and demand more money—a variation on the usual extortion of supplementary payments after wife sales. In addition to threatening legal action, however, the first husband would offer the incentive of a new handprint contract that would rationalize the transaction as a direct wife sale. These confrontations were acrimonious and
occasionally provoked violence. Sometimes the outraged second husband would immediately file charges against those who had deceived him. But most often, it seems, he would swallow his anger and trade a supplementary payment for a new contract.

Usually such cases ended up in court because the first husband would persist in trying to extort even more money. A typical example is an 1860 case from Ba County, in which peasant Ren Tai, together with his widowed mother, his wife, Gao Shi, and their little daughter, had migrated to Chongqing from their home in Jiqiang County (about sixty kilometers to the south) in search of a livelihood. In the spring of 1860, Ren fell ill, and with no means of support, he and Gao Shi agreed that he should sell her and their daughter in order to secure the whole family's survival. However, as Ren later testified, "no one was willing to take in a marriage with a living husband," so they decided that she should pose as his widowed younger sister. Ren took the alias "Cao Changchun," and Gao Shi called herself "Yang Cao Shi"; through a matchmaker, they arranged for her to marry a casual laborer named Huang Wanshu, who had never previously married, for a very modest bride price of 2000 cash. The couple's daughter was included in the bargain, to be adopted by Huang.

The fraudulent contract reads as follows:

Older brother Cao Changchun hereby establishes this contract authorizing the remarriage of my widowed sister. The situation is as follows: my younger sister married Yang Tai as wife, but on the nineteenth of last month he died. For this reason, my sister Yang Cao Shi came to Chongqing and appealed to members of the lineage because she is unable to secure her food or make ends meet. She also has a daughter from Yang, who is named Weigu. Mother and daughter have no choice, therefore Yang Cao Shi has engaged Chen Wanshu to act as matchmaker to negotiate her marriage to Huang Wanshu as wife. Cao Shi's daughter will follow her to be adopted by Wanshu as his daughter, and after she grows up he will arrange her marriage. Regardless of what her fate may bring, the Yang and Cao families may not interfere... Wanshu has agreed to pay a bride price of exactly 2000 cash, and now that amount has been paid over and received by me with my own hands. Now that this marriage has taken place, no one whether present now or not may challenge it, and if anyone should make excuses to cause trouble, then I, Cao Changchun, will take full responsibility. Both families are acting voluntarily without any pressure or coercion. Now, fearing that people's hearts are not as old, I hereby establish this contract authorizing remarriage to serve as proof.

Xianfeng 10.5.6, established by Cao Changchun [mark]
[names of six witnesses, including scribe]

The small amount that Ren Tai received for his wife and daughter is an index of the family's desperation, and Ren was far from satisfied. Less than a month later, he confronted Huang Wanshu, revealed his true name and relationship to Gao Shi, and demanded more money—since the names on the contract were false, Ren denied that Huang had any claim to his wife. When his dispute threatened to escalate into violence, Huang's neighbors persuaded him to make peace by giving Ren Tai another 1200 cash, in exchange for a new contract acknowledging that Ren had voluntarily sold his wife:

1, Ren Tai, hereby establish this contract of acknowledgment. In the past, I married the daughter of Mr. Gao, but recently we had difficulty getting by, and so my wife and I decided that we should separate in order to survive. We engaged Chen Wanshu to act as matchmaker and, pretending that my wife was my younger sister, he arranged for her to marry Huang Wanshu as wife. She entered Mr. Huang's household one month ago. Now my mother and I have come to Mr. Huang's home to cause trouble. Mr. Huang appealed to his neighbors to mediate but without success, so Wanshu seized me in order to turn me in to the authorities. I, Ren Tai, realized that I had no defense for my actions, so I appealed to the neighbors to prevent me from being turned in to the authorities. Previously, Mr. Huang paid 2000 cash, and now his neighbors have earnestly urged him to pay me an additional 1200 cash, to pay the travel expenses so that my mother and I can return home. I promise that I will never again cause trouble for Mr. Huang. If I do cause trouble, then Mr. Huang shall take this contract to the authorities and have me prosecuted, and I will submit to punishment without complaint. I promise never to break my word or challenge this agreement. Fearing that spoken words alone are not reliable, I hereby submit this acknowledgment agreement for Mr. Huang to keep forever as proof.

[names of five witnesses, including scribe]

Xianfeng 10.4.4, established by Ren Tai [handprint]

In contrast with the first contract (for alleged widow remarriage), this document is a straightforward example of an acknowledgment contract exchanged for a supplementary payment: it follows the standard format and contains an honest account of the facts, including the real names of the parties. It is unusual in two respects: it confesses the fraud that Ren Tai had perpetrated against Huang, and it bears the seller's handprint, which gave it the force of a contract for direct wife sale.

The new contract stipulates that Ren Tai and his mother should return home to Jiqiang County and cause no more trouble, but, instead, they lingered in Chongqing, and after another month had passed, Ren again visited Huang to demand more money. This time, Huang categorically refused—he had no money left—so Ren filed charges at the Ba County yamen. In self-defense, Huang submitted both contracts, and the magistrate ordered Ren Tai slapped for perpetrating a fraudulent wife sale. But the magistrate also took pity on Ren, and, in accordance with Gao Shi's wishes, he canceled the second marriage and returned both wife and daughter to Ren while allowing him to keep all the money he had received from Huang. The loser in this case was Huang Wanshu, for whom two months of Gao Shi's company had cost 3200 cash.80
In such cases, the willingness of the new husband to exchange a substantial supplementary payment for a new, truthful contract is strong testimony to the customary power of such documents. This power had nothing to do with their legitimacy in any official setting; after all, an honest contract for a direct wife sale had no more standing in court than a fraudulent contract disguising a wife sale as widow remarriage. Rather, it reflected the force of custom and community norms to be valid in the eyes of the community, such a marriage had to be documented with a genuine contract bearing the handprint of the first husband to prove his voluntary agreement.

We find a similar scenario in a case from Nanbu County, in which a ya men runner named He Xi was duped into paying a brideprice of 10,000 cash to take a "widow" named Zeng Shi as his second wife (his first having died). This transaction took place just after the New Year in the early spring of 1897. Five months later, a man named Jing Guangfu suddenly appeared at He's home, accompanied by his father and several other men, introduced himself as Zeng Shi's husband, and demanded money.

Realizing that he had been a victim of fraud, He Xi enlisted two rural agents to negotiate on his behalf. He sought to return Zeng Shi for a refund, but the Jings did not want her back; instead they urged He to pay a new brideprice in exchange for a valid contract. He Xi finally agreed to pay 16,000 cash for the following document:

I, Jing Guifang, with my son Guangfu (whose childhood name was Maogou), hereby establish this contract for divorcing, selling, and authorizing marriage (xiu mai shu-hun wen-yue). The situation is as follows: In his youth, Guangfu took Jing Zeng Shi as wife, and they were married for several years. Contrary to expectation, this wife had not been disciplined properly as a child and does not behave the way a wife properly should. Husband and wife often quarreled, and we did not get along well for even a single day. She falsely accused her father-in-law of impropriety and secretly ran away from home. She was lured away and sold by Wang Fashen, and then resold by Ye Heshao under false pretenses to Mr. He, who did not know that he was being deceived. We did not learn the truth until the sixth month of this year, when, after searching high and low, finally discovered the circumstances of Zeng Shi's abduction and sale by Wang Fashen in the market town of Zhengjiangang. We appealed to the rural agent, who asked Mr. He whether he knew that Zeng Shi had been abducted and sold. Mr. He stated truthfully that he had not known, and that since her original husband had tracked her down, he was freely willing to take a loss on the brideprice he had paid for her and to hand Zeng Shi over to the rural agent to be returned to her husband Mr. Jing. But we have thought it over and decided that since this woman has already lost her chastity, we no longer want her to be Guangfu's wife. We are willing to divorce Jing Zeng Shi and sell her in marriage (xiu mai jia mai), never to return. We will not feel resentment or regret. Therefore, we personally wrote a request certificate, in order to engage Yang Fanglin and the rural agent to act as matchmakers, volunteering to divorce and sell (xiu mai) Jing Zeng Shi back to He Tianxi to be his wife. We agreed on a brideprice of 16,000 cash, which we have received in full with our own hands. If anyone from either her natal family or in-laws ever challenges this agreement, we, father and son, will take full responsibility. Zeng Shi's husband Jing Guangfu is freely willing to divorce her, and to prove this he personally places his hand- and footprints on this contract, in order to divorce his wife and sell her to Mr. He. In the future, we promise not to cause any trouble. If either of us makes even the slightest challenge to this agreement, then Mr. He and the two rural agents may take this contract to court, and we shall admit our crime of "buying and selling divorce"—the brideprice will be confiscated, and we will be punished according to law. This we record as proof.

Rural agents: [two men surnamed Jing]
Present as witnesses: [six men, including three brothers of buyer]
GX 137.4. marriage contract established by Jing Guifang and his son Guangfu
[mark]
(handprint and footprint)

This unusually elaborate contract confirms that He Xi had been a victim of fraud, but at the same time it disingenuously places the entire blame on Zeng Shi's lack of chastity and on the traffickers who allegedly lured her into running away. In effect, the Jings denied any responsibility for the fraud (they did not admit receiving the initial brideprice of 10,000 cash) even as they confirmed that they no longer wanted Zeng Shi and were willing to "sell her divorce" to He Xi.

In making the Jings promise to cause no further trouble, this contract explicitly invokes the statute against "buying or selling a divorce." Evidently, He Xi knew the law (not surprising, since he was a ya men runner), and he was willing to use it to intimidate others, even as he violated it himself. But the Jings were not intimidated—later they demanded even more money from He Xi, who finally filed charges against them."

Manipulation of Text to Take Advantage of Illiteracy

Self-serving distortion of the facts seems to have been a common feature of contracts in fraudulent cases, even the supposedly truthful second contracts exchanged for supplementary payments. We find a striking example of the manipulation of text to take advantage of illiteracy in a 1754 case involving a landless migrant laborer named Shi Youde (43). Shi was originally from Cao County, Shandong, and his wife, Wang Shi (27), was from Hua County, Henan; she had been sold by her parents as a young girl to be a maid servant in a prosperous household, and in 1744 (when she was 17 sui) Shi had bought her out of servitude for a body price of 25 taels to be his wife. The couple had one little daughter. In the early spring of 1754, just after the New Year, they found themselves in Xinyang Department, Henan (some 300 kilometers south of Cao County), out of food and unable to find work, so they agreed "to separate in order to survive."
An acquaintance, peasant Liu Rui (37), agreed to help: he knew of a potential buyer who lived in Anlu County, Hubei (about a hundred kilometers southwest of Xinyang Department), in the same village as Liu's younger sister and her husband. Shi Youde was too ashamed to participate directly in such negotiations, so he asked Liu to take Wang Shi and their daughter to Anlu County, broker a fraudulent sale, and then notify him when he had returned with the money.

Liu hired a mule to carry Wang Shi and her daughter, and after a week they arrived at the home of Liu's sister. Her husband, Jin Dalun (52), knew that a tenant farmer in the same village named Song Zhenhai was looking for a wife, but he pointed out that, since he and Song were not close, it would be necessary to recruit other villagers whom Song would trust. Jin explained the situation to Song's landlord Cheng Liwan (56), a local rural agent Dong Shulu (50), and another villager Cheng Ruizhang (56), and invited them to act as matchmakers in exchange for a share of the bridewealth. After securing Wang Shi's assurance that she and her husband were both willing for her to be sold, these men agreed to help persuade Song Zhenhai and perpetrate the fraud.

These men visited Song and told him that Wang Shi was a widow whose remarriage had been authorized by her "brother-in-law" Shi Youde. Song complained that Wang Shi's "background is not clear" (lai liuming): the men were promising him a marriage contract in Shi Youde's name, but Shi himself was not present. To allay Song's concerns, his landlord offered to guarantee both his money and the woman's honesty, so that no matter what, he would suffer no loss. Since three village notables approved the marriage, and as far as Song knew they had never cheated anyone before, he agreed to pay a bridewealth of 30,500 cash (calculated as equivalent to 37 taels).

Song Zhenhai needed a few days to raise the necessary funds (among other things, he sold an ox for 6500 cash). Meanwhile, Cheng Liwan drafted the following contract:

I, Shi Youde, hereby establish this contract for marrying off and granting custody of my widowed sister-in-law. Now, because my younger brother Shi Er has died of illness, I am willing for my younger brother's widow Wang Shi to be taken in marriage as wife by Song Zhenhai, as negotiated by matchmakers Dong Shulu, Jin Dalun, and Cheng Ruizhang. On this day, Mr. Song has paid over 30,500 cash, which I, her older brother-in-law, have received in full with my own hands. This sum includes any ancillary expenses such as wine and snacks, presents, scribe's fee, etc. If not, then Wang Shi has remarried, no one may challenge this contract. Fearing that there will be no proof, I hereby establish this marriage contract for Song Zhenhai to keep as proof.

Established on QL 19230
Written, according to Shi Youde's spoken words, by Cheng Liwan

But when rural agent Dong Shulu read the contract, he became angry. As he later testified, because Wang Shi was "a wife with a living husband" and Song Zhenhai was being deceived, they all understood that the transaction was illegal. "On the contract they had written my name first, making me the lead matchmaker—they were trying to shift all the responsibility for the wife sale onto me, so that I would be blamed!" Dong seized the contract and insisted that Cheng Liwan write a new one without using his real name. In this second draft, Cheng Liwan removed his own name, along with those of Dong and Cheng Ruizhang; in their place, he wrote two fake names, "Jia Qian" and "Shi Yu." Cheng knew that Song Zhenhai was illiterate and assumed that he would not notice the difference. The matchmakers gave Song this contract for a down payment of 2000 cash, and Wang Shi joined him in marriage; Song promised to pay the balance in a week.

Before then, however, Song's cousin Liao Wengi dropped by to visit. Liao could read, so Song asked him to read the contract aloud. Song immediately noticed that three of the matchmakers' names were missing, and instead it listed two nonexistent people. His suspicions aroused, Song interrogated Wang Shi, but she did not reveal the fraud: "I was afraid that if I told the truth, I'd have to return home and would have nothing to eat."

When the day came for Song to pay the balance of bridewealth, all the men gathered at his home. First, he served them wine, but when they asked for the money, he informed them that he had discovered that the contract was "fraudulent" (pianne ren de), and he refused to pay unless they gave him a new, valid contract, plus a separate "written guarantee" (dancheng zhang). An argument turned into a brawl (when the matchmakers tried to take Wang Shi back by force), and one of Song's neighbors ended up being killed.

In cases like these, literacy (or its lack) was a key factor in perpetrating fraud—and everyone seems to have realized this, given the central role of written contracts in any major transaction. There is no consensus on literacy rates in Qing China, but few peasants could read or write, at least not to any serious degree; nevertheless, literacy was available even in this humble village. Landlord Cheng Liwan was able to write contracts, and rural agent Dong Shulu could read them. The success of their scheme depended on Song's inability to read, but even an illiterate peasant like Song was shrewd enough to understand his vulnerability to fraud, and he had recourse to a cousin who could read a contract aloud for him.

"Releasing a Falcon"

In a notorious variant of fraudulent wife sale, instead of the first husband trying to extort more money, the wife would simply run away and rejoin him. A 1749 case from Bo Department, Anhui, records a conversation in which one Wu Gan tried to persuade his friend Yang Er to attempt this kind of fraud. As Yang later testified, Wu urged him to pose his wife as a widow and "to pretend to sell her, in order to cheat someone out of his money." When Yang hesitated, Wu assured him, "Don't worry! All you have to do is persuade your wife to play along and stay in character
(zuo ge ming se). Once we've cheated this guy out of the brideprice and have his money in hand, I guarantee you I'll get her back for you."

The American missionary Arthur Smith described the same scheme:

The man who wishes to sell his wife represents her as his sister, and declares that they are forced by hunger to part company. He reluctantly makes up his mind to sell her to some one who is in need of a wife, and who can get one more cheaply by this process than by any other. To this arrangement the woman tearfully assents, the money is paid to her "brother," and he departs, to be seen no more. After a few days or a few weeks in her new home, the newly married "sister" contrives to steal out in the evening with all of her own clothes and as many more as she can collect, and rejoins her "brothers," setting out with him for "fresh woods and pastures new." . . . In some districts this practice of "falconing" is exceedingly common, for the supply of gullible persons who hope to buy a wife at a cheaper rate than usual never fails.86

The term that Smith translated as "falconing" or "flying the falcon"—fang ying—was widely used to denote this particular form of marriage fraud.87 Another term is "releasing a pigeon" (fang gezi, fang fei ge), because both a hunting falcon and a homing pigeon will return, just as the wife would run away back to her first husband. Both terms are used today for this kind of swindle, which has staged a comeback, along with the sale of daughters as the default form of marriage in at least some parts of rural China.88

We find a vivid example in an 1819 case, in which a peasant couple from Bo Department, Anhui, attempted serial falconing. As Zhang Shi (30) later recalled,

Because we were very poor and could not make ends meet, my husband proposed to sell me, and afterward he would abduct me back and look for someone else to sell me to, so that we could live off the profits from cheating people. I agreed. So together we went to Zhecheng County (across the provincial boundary in Henan), where a man named Li Fa bought me to be his concubine for a body price of 24,000 cash. (Note that this was a fraudulent sale, with Zhang Shi posing as a widow.) After that, though, Li Fa kept tight control over me, so there was no way for me to run away. Finally, my husband revealed to Li Fa that he had bought a wife with a living husband and threatened to file charges against him. Li Fa was afraid of trouble, so he returned me to my husband without demanding a refund.

Zhang Shi's husband, Li Shun (32), hoped to repeat the trick. In the meantime, the couple moved in with a local peasant, Ma Congmeng (30), who helped support them in exchange for sex with Zhang Shi. Li Shun complained to Ma that it was impossible to find another gullible buyer because word had gotten around, and "now everyone here knows that we are scheming to cheat people"; he informed Ma that he planned to take Zhang Shi to a different county. But Ma had become attached to Zhang Shi, and he offered to buy her from Li Shun to be his own wife. Li refused, however, preferring the steady income that he expected from falconing to a one-time payment in an honest deal. In the end, Ma murdered Li in order to take Zhang Shi for himself.89

In general, cases involving falconing came to court because something went wrong with the scheme—usually when the woman was caught trying to run away. In a 1755 case, peasant Ding Nanren and his family became refugees after the harvest failed at home in Anhui, and before long they found themselves 300 kilometers away in Huabei. In desperation, Ding and his wife, Wang Shi (23), decided to pose her as a widow and sell her along with their little girl. They found a buyer willing to pay a high price of 58 taels for such a young widow and her daughter, but Wang Shi was unhappy at the prospect of marrying a stranger so far from home. To persuade her to cooperate, her husband promised that, after the sale, he would help her run away so that they might return home together: "If you can just hold out for a few days, I'll come get you."

Wang Shi went through with the marriage. Some time later, Ding Nanren visited her new home (posing as her brother-in-law) and secretly arranged that she and their daughter would sneak out that night and rendezvous with him and two friends, so that they could run away together. But her new husband awoke and gave chase, with several neighbors coming along to help. In the resulting brawl, Ding killed one of the villagers.90

As with the basic form of fraudulent wife sale, falconing could succeed only if the woman herself was willing to cooperate—and, sometimes, women changed their minds. In an 1813 case from Jimo County, Shandong, the sold wife became so anxious that her first husband would abduct her, as he had promised to do ("I was afraid he would just sell me again to someone else"), that she told her new husband the truth and swore she would not run away. When her first husband showed up at their home, she screamed and resisted him.91 In a similar situation, in a 1794 case from Dingyuan County, Anhui, the woman grabbed her first husband's queue and began screaming "Kidnappers! Kidnappers!"92 In a 1745 case from Gaoshan County, Jiangxi, when the woman caught sight of her first husband and his father, she immediately confessed the fraud to her new husband, told him who the two men were, and warned that they would try to abduct her.93

When women like these changed their minds, the decisive factor was the improvement in standard of living that had resulted from their new marriages. For example, in a 1751 case from Jie Independent Department, Shanxi, Yan Hongting (40) and his wife, Zhang Shi (28), had agreed on a falconing scheme in advance of her fraudulent sale: "Don't worry," he told her, "after I get the money, I'll figure out a way to help you run away and rejoin me." A widower named Cai Erheng (33) agreed to buy this young "widow" as his second wife for a brideprice of 41 taels. After entering Cai's household, however, Zhang Shi began to have second thoughts: her first husband Yan was a landless peasant who barely made a living as a hired laborer, and during the twelve years of their marriage they had often gone hungry;
in contrast, Cui—a decent man who treated her well—earned a good living as a small-scale merchant with several employees, and she found herself far more comfortable in his household.

Thus, when Yan Hongting visited Cui Erheng's home on a pretext, intending to take Zhang Shi away, she refused to cooperate. Twice more Yan visited to persuade her to leave, but she rejected him, and he became increasingly bitter at her change of heart. On the final occasion, he forced his way into the courtyard of Cui's home, carrying a knife; when Zhang Shi caught sight of him, she cursed him: "You have no shame at all! What do you think you're doing, coming here again? Get out!" Upon hearing this, Yan stabbed her to death.20

THE IMPLICATIONS OF FRAUD

Fraud ties this chapter together, because, from the buyer's point of view, as long as the woman concealed her marital history, a fraudulent wife sale was indistinguishable from genuine widow remarriage. Fraud sometimes played a role in compensated divorce, when the natal family pretended their daughter was a widow, and the fact that both direct and indirect wife sales could be disguised as widow remarriage underscores the fundamental similarity between all three transactions. The purpose of fraud was to boost profit, because it was easier to sell a widow than "a wife with a living husband," and widows typically fetched higher prices. The fact that all of these transactions had fraudulent versions confirms that they were indeed sales.

A wife's remarriage in her husband's absence closely resembled widow remarriage: the structure of the two transactions was the same (with the husband out of the picture, his family acted in his stead), and some families honestly believed the absent husband to be dead when they arranged his wife's new marriage. When the absent husband returned to demand more money from his wife's new husband, his action mirrored the demand for supplementary payments that routinely followed wife sales. But the resemblance to fraudulent wife sale is particularly striking, because in both of these scenarios, when the husband revealed his presence and demanded more money, he would offer a new contract to rationalize his wife's remarriage as an open, direct sale.

This chapter has expanded our inquiry beyond open, direct wife sale to encompass the broader diversity of transactions whereby a wife was transferred from one husband to another in exchange for financial compensation. If we follow the money, it is clear that compensated divorce, widow remarriage, and wives' remarriage in their husbands' absence all constituted variations of wife sale. One implication of this finding is that wife sale formed an integral and logical part of the broader marriage system; and some variations (notably widow remarriage) were extremely common.
CHAPTER 4

1. MS. 985–86.

2. For the ankle crusher, see Kuhn, 1990: 14–19. This fearsome device was used only on adult males and usually only after capital offenses had already been confessed.

3. Sentences of strangulation or beheading "after the assass" were provisional; an offender's fate would be decided at the annual Autumn Assizes, when the emperor and senior ministers weighed the mitigating and aggravating factors in each case and delayed or commuted most sentences (see Appendix D.3).

4. XT: #323–2, Qianlong 21.2.10. For previous accounts of wife sale, see Sommer, 1994: chap. 5; Sommer, 2000: chap. 2; Sommer, 2005a, 2009; Paderni, 1996; Kishimoto, 1998; Wang, 2000: 103–11; Guo, 2000: 486–91; Guo and Ding, 2005: 245–65; Zhao, 2013: chap. 2. Zhao's study confirms a number of the points I made in Sommer, 2009, which she does not cite.


6. Some cases involve more than one sale. In both samples, percentages are rounded and some transactions involve more than one motive, so percentages add up to more than 100.


8. CF, 1665: 91; Sommer, 2000: 30–45.

9. XT: #371–5, Qianlong 10.4.25.


14. BD 163, Daoguang 3.9.22.

15. XT: #251–4, Jiaqing 18.9.14

16. L. Li, 2007: 36; here she is describing conditions in rural north China during the Qing.

17. For household division exacerbating peasant poverty through extreme fragmentation of land holdings, see Wakesfield, 1998: 185–91.

18. XT: #323–15, Qianlong 45. (This damaged case dates from Qianlong 45 but is misfiled in Qianlong 41.)


21. See, e.g., Wolf and Huang, 1980: table 10.1; Wolf and Huang use "years old" instead of sui.

22. In eight other sales not represented as marriages (and therefore not included here), the abuse planned to put the woman to work as a prostitute. (Some sales took the form of adoption, others were temporary contracts.) The women sold into prostitution were all sold in Chongqing.

23. XT: #594–9, Qianlong 20.7.25.

24. XT: #958–33 and 973–5, Qianlong 31.5.12 and 31.9.4.

25. XT: #538–6, Qianlong 18.12.3.

26. XT: #271–5, Qianlong 10.4.25.


29. XT: #1421–9, Qianlong 41.1.27.


31. XT: #793–11, Qianlong 27.3.3.

32. MQ: 357–93, Qianlong 13.12.18. I am grateful to my student Ying Hu for sharing this case with me.

33. BX: 2–4549, Jiaqing 25.6.9.

34. BX: 3–8772, Daoguang 7.3.30.

35. NB: 89–403, Guangxu 12.11.21. For collusion between inkkeepers and yamen staff, see Fuma, 2007: 88.

36. I have examples from Anhui, Fujian, Guangdong, Henan, Hubei, Jiangsu, Jiangxi, Shandong, Shanxi, Shansi, Sichuan, and Zhili. In some places, men could "take a look" during negotiations for major marriage as well (MS: 831, 832, 843, 886).

37. See, e.g., MS: 1048.


40. XT: #197–4, Qianlong 8.3.11.

41. "Capital cash," also known as "medium cash" (zhong qian), was one of several non-standard forms used in north China during the nineteenth century. The Xianfeng reign witnessed inflation and monetary chaos, especially in the Beijing region, so it is hard to assess the real value of this price (see King, 1965: 60–61, 158–63).

42. XB: Jiangsu Bureau, 899335, Xianfeng 10.10.13.

43. BX: 8–8414, Tongzhi 11.12.20.

44. XT: #195–1, Qianlong 17.7.19; this case is from Xiyong County.


46. XT: #545–15, Qianlong 19.4.11.

47. XT: #569–1, Qianlong 22.5.4.

48. XT: #2344–6, Jiaqing 13.2.22.

49. XT: #2247–37, Jiaqing 9.12.11.

50. XT: #231–15, Qianlong 45. (Note that, at the archive, this case is misfiled with Qianlong 11 cases.)

51. XT: #2710–14, Jiaqing 24.3.23.

52. XT: #396–9, Qianlong 12.7.32.

53. I presented the material in this section in a talk at the annual conference of the Association for Asian Studies in Boston in 1999. Other studies of wife sale contracts include Hu Zhongsheng, 2002; Guo and Ding, 2005: chap. 3.


55. There is a rich literature on traditional land contracts. Perhaps the definitive study is Yang Gouzhen, 1998; see also Jamieson, 1889; Isett, 2007: chap. 4. For specific places, see Zhang Xiaolin, 2000 (Beijing); Cohen, 2004 (Mianzong, Taiwan); Hase, 2013 (Hong Kong's New Territories).
56. XT: #465-8, Qianlong 173.3; see also MQ: 176-8, Qianlong 16.10.19.
57. “70% cash” was one of several nonstandard forms circulating during the Qing dynasty: 10% to 70% cash were worth 70 standard cash (see King, 1965: 59, and Appendix C).
58. XT: #1057-4, Qianlong 33.4.36.
59. That is, she was an adopted daughter-in-law.
60. BC: #1-12, liaoqiang 13.9.20.
62. See, e.g., XT: #1057-9, Qianlong 33.6.9; XT: #2286-9, liaoqiang 4.6.3. Hayes, 2003, provides several model contracts for the sale of daughters, but I have yet to find one for wife sales.
63. For literate specialists in rural China, see Hayes, 1985.
64. XT: #124-1, Qianlong 5.8.21; see also XT: #2008-6, liaoqiang 13.11.12 (from Xi Department, Shantou), and BD: 160/Tongzhou 5.5 (from Baodong County).
65. Niida, 1957: 73-75. Most of Niida’s examples concern sale of children, except for a few he draws from The Private Law of Taiwan. Handprints appear on some contracts for sale of children (e.g., #601 in Taiwan gong si chang gu wenshu hudian, vol. 2), but in legal archives I have seen handprints only on contracts for wife sale. Handprints appear on contracts for sale of land by Taiwan aborigines to Han immigrants (Lin and Zeng, 2008: 8-9, 78-79), but I have not seen handprints on other land contracts.
67. See, e.g., BC: #973J, Daoguang 39.8.18; BC: #2-4331 and 4336, liaoqiang 14.12.10.
68. Su Maxiang, 1851: 226.
69. Qing officials used a crude form of fingerprinting to identify criminals in custody: a prisoner’s description would include whether the whorls of his fingerprints were clockwise or counter-clockwise in spin. I have seen many examples in the local court archives.
71. In two respects, the proposed deal resembles a compensated divorce: the role of the woman’s father and the use of the new brideprice to refund the original one (see Chapter 6). But the face-to-face meeting between seller and buyer and the rise of a single “wife sale contract” mark this transaction as a direct sale.
72. XT: #2884-4, Daoguang 5.7.19.
73. BC: #2-4328, liaoqiang 14.10.7.
74. NB: #4-30-28, Daoguang 16.10.23.
75. BC: #3-8641, Daoguang 1.10.23.
76. XT: #538-6, Qianlong 18.12.3.
77. See, e.g., XT: #643-9, Qianlong 21.12.14; XT: #654-15, Qianlong 22.4.29; BC: #4-5131, Xianfeng 5.3-5; BC: #4-5106, Xianfeng 5.3-5; BC: #4-5139, Xianfeng 7.5-24.
78. BC: #5-7119, Tongzhou 1.5.24.
79. See, e.g., XT: #2806-5, liaoqiang 4.6.3; XT: #248-11, liaoqiang 16.4.3.
80. XT: #358-6, Qianlong 39.6.9.
81. Myron Cohen (2004: 42-43) found no evidence of anyone in Meihong, Taiwan, going to court during the Qing, apparently, the unusual insularity and solidarity of this community inhibited its members from taking disputes to outsiders. Nevertheless, even there, contracts included boilerplate that was intended to satisfy the official gaze. Obviously, Meihong people knew that disputes could end up in court, even if that outcome was unlikely.

82. See James Scott’s (1990) concept of “hidden transcripts” of subaltern discourse that can be discerned only indirectly or through accidental disclosure. One might construe a wife sale contract as a literal example of a hidden transcript, since—if successful—it would never come to official notice (see Isett, 2004: 138). Written contracts were used for many other transactions that violated Qing law, such as “white contracts” used when selling land without paying the transfer tax (see Osborne, 2004; Hase, 2013: chap. 3).

CHAPTER 3

2. Here I draw on Hill Gates’s (1996) effort to document the relative incidence of “dowry heavy” versus “brideprice-heavy” marriage (including “marriage as sale”) before 1949, based on John Lossing Buck’s (1937) 1927-31 surveys, Arthur Wolf’s field notes of his 1980-81 interviews with elderly women, and her own fieldwork. These data almost certainly underestimate the incidence of brideprice-heavy practices (especially those explicitly framed as sale), which were stigmatized and most common among the poor. Buck’s surveys were heavily biased toward prosperous households. Wolf’s and Gates’s informant pools also probably under-represented the poor, since they would likely have had a shorter-than-average life expectancy; moreover, interview subjects may have felt inhibited to report shameful information. Despite these biases in the data, Gates shows conclusively that brideprice-heavy marriage was common and in many regions the dominant practice (1996: chap. 7).
3. Wang (2000: table 6.4) calculates an average brideprice of 21,860 cash for thirty-five wife sales in hunping tibin dated 1791-92; he includes prices in taels as well as cash, but it is not clear what exchange rate he uses, and he fails to distinguish between open and fraudulent sales.
4. I have counted only wages for labor hired by the year, with no formal status distinction between employer and employee, and paid in taels or standard cash (Li Wenzhi et al., 1983: 230-32, 233-38; see also Wang, 2000: table 6.6). Agricultural wages in Ba County were similar (see QD: 2).
5. QD: 2/179-85.
7. BC: #4-1731, Qianlong 44.11-29.
8. The Chinese peasant was almost completely vegetarian: in the early twentieth century, Buck found that only 2.3 percent of the calories in the average “farm diet” came from animal products of any kind (1937: 249-50, 411; see also P. Huang, 1985: chap. 3). Since Buck’s survey focused on prosperous households, average meat consumption for the general population was even lower. See also P. Huang, 1985: 38; Gates, 1996: 145.
9. One standard shi (pictu) was the rough equivalent of 100 liters or 160 jin (catties) in volume; its weight depended on the kind of grain (see Isett, 2007: xv). For Ba County rice prices, see QD:2/167-73; here I cite only the prices for unhusked rice, but those for husked are comparable (I exclude glutinous rice and wine-making rice). The data include one extraordinary furnishing price of 8800 cash per shi from winter 1779-80 (there were big distributions of relief grain in Sichuan in 1778-79; see Will et al., 1991: table 13.1). Under normal circumstances, grain prices peaked in summer and fell after the autumn harvest, to rise
again in winter (Will, 1990: 182–84). The value of husked rice was double that of the
same volume of unhusked (the ratio varies for other grains), but the price would be more,
given the cost of processing.
11. Estimates of grain consumption vary (Will et al., 1991: 439n9). During the High
Qing, standard rations for government famine relief were 0.005 shi of husked grain per day
for each adult; this amounts to 1.825 shi per year of husked grain, or 3.65 shi per year of
unhusked grain if converted at the official rate (2 units unhusked = 1 unit husked, which is
the actual rate for rice). Children would receive half that amount (Will, 1990: 130–31; L. Li,
2007: 225). These figures are consistent with collectivized peasants’ rations during the Mao
eras. For example, in rural Songjiang County, annual per capita rations averaged 3 to 3.25 shi
of unhusked grain (not differentiating by age or sex). In the early 1980s, rations were
increased to an average of 3.25 to 3.66 shi (P. Huang, 1990: 184).
12. XT: #553–5, Qianlong 11.5.29.
13. XT: #563–9, Qianlong 19.9.12.
14. XT: #560–12, Qianlong 22.3.20.
15. XT: #585–4, Qianlong 20.4.19.
16. XT: #612–3, Qianlong 31.9.10.
17. XT: #534–7, Qianlong 12.11.27.
18. Female productive labor (especially marketable handicrafts such as textiles) was
critical to peasant livelihoods but masked by ideology and nearly invisible; a hard-working
wife or daughter-in-law would, to best, be praised as "obedient" (Gates, 2001: 130–34; also
see Chapter 7 below).
19. See, e.g., QJ: 809–10; XT: #264–13, Qianlong 10.2.18; XT: #333–2, Qianlong 18.10.30;
XT: #652–15, Qianlong 23.6.29.
20. See, e.g., XT: #1403–1, Qianlong 40.10.18; XT: #1994–9, Jiaqing 1.6.3.
21. See, e.g., QJ: 665–66, 1088; XT: #333–2, Qianlong 18.10.30; NB: XT: #4–29–269,
22. XT: #2743–41, Jiaqing 25.4.6; see also QJ: 406–7.
24. XT: #7–6, Qianlong 1.4.21.
26. XT: #1, Qianlong 23.12.10 (serial number missing).
27. XT: #1985–14, Jiaqing 1.3.9.
28. XT: #4–1, Qianlong 1.3.7.
29. XT: #1990–14, Qianlong 38.12.7.
30. BX: #3–9093, Daoguang 15.6.6.
31. BX: #62315, Guangxu 2.7.5; also see XT: #2698–18 and 2712–19, Jiaqing 23.10.16.
32. XT: #822–1, Qianlong 27.10.18.
33. BX: #2–4410, Jiaqing 183.3.28. For negotiations over supplementary payments, see
Chapter 6 below.
35. For the problem of “vagrancy” during famine, see Will, 1990: chap. 2; L. Li, 2007:
37. For agricultural wages in B4 County, see QJD: 1: 35–38.
38. BX: #3–8782, Daoguang 7.7.25.
39. BX: #3–7104, Tongzhi 1.4.7.
40. One hundred and thirty taels would be the income on 130 mu of land, based on
Chang-Hi Chang’s estimate that rental income on land averaged about one tael per mu
during the Qing (1962: 143–44; see also P. Huang, 1985: 178).
45. On a list of girls and young women sold for various purposes in early twentieth-
century Hong Kong, the highest prices by far are for three individuals sold into brothel
prostitution (see Jaschok, 1988: 145–46).
47. BX: #4–1594, Xianfeng 8.1.22.
48. Immediate examination cases originated in the imperial capital and were referred
by security forces directly to the Board of Punishment, which served as court of first
instance.
49. Wolf and Huang, 1980: table 10.2; Wolf and Engelen, 2008: 362.
50. I am grateful to my student Qiao Zhihuan for bringing this detail to my attention.
51. X: Sichuan Bureau, #1956, Guangxu 32.10.
52. My analysis of prices highlights an important point of contrast with early modern
England. In England, too, there was a practice known as “wife sale,” but this was a pre-
ranged divorce staged in the manner of a cattle auction to humiliate a wife for having
 cuckolded her husband. The “buyer” (the adulterer) paid a nominal sum often later spent on
a round of drinks. This practice should be understood as a form of “rough music” rather
than a genuine sale (Thompson, 1990). Moreover, it was rare (Stone, 1990: 149–48; Stone, 1995:
18–19). This contrast reflects the many profound differences between England and China
in economic and demographic conditions as well as gender relations and ideology (see Bren-
ner and Isett, 2002; Isett, 2013).
55. In this 1890 case from Nanbu County, a supplementary contract was drawn up to
cover custody of the unborn child (NB: #214–46, Guangxu 16.7.22).
56. XT: #545–16, Qianlong 19.4.11.
58. XT: #333–15, Qianlong 455 (Note that this document is misfiled as Qianlong 11).
59. XT: #19–3, Qianlong 2.7.9.
60. XT: #11–5, Qianlong 1.6.7.
61. XT: #2051–8, Jiaqing 3.4.27.
62. XT: #278–11, Qianlong 10.7.11.
63. MS: 868.
64. See discussion of the criteria for legal divorce in Chapter 9.
66. BX: #3–9063, Daoguang 29.8.4.
69. XT: #498-6, Qianlong 42.10.13.
70. These three cases come from Sichuan. Hill Gates hypothesizes that marriage in Sichuan tended to be "dowry-heavy" (1996: 137, 142). But my sample of cases from Ba and Nanbu counties contain no mention of dowry (or of a sold wife receiving a share of bride-price), with the exception of the 1841 one cited above.
72. BX: #105, Daoguang 3.9.22; XB: Zhili Bureau, #01109, Guangxu 10.8.12.
73. XT: #645-7, Qianlong 21.12.14; XT: #54-15, Qianlong 22.2.29.
74. XT: #354-1, Qianlong 12.11.27.
75. XT: #1, Qianlong 21.12.10 (serial number missing).
76. BX: #5-7253, Tongzhi 2.11.17.
77. BX: #5-6964, Daoguang 12.7.28. I have presented this case in several public lectures or workshops, including at the Sichuan Provincial Archive and Stanford University in 2000 and at the University of Pennsylvania in 2001.
78. "What I label 'major marriage with dowry'... was the sanctioned form of the scholar-official class, and a prestigious and frequent alternative among Chinese everywhere" (Gates, 1996: 124).

CHAPTER 6

1. Ling, (1743) 2009: 220-23. I am grateful to Christopher Isett for bringing this text to my attention.
2. Mnookin and Kornhauser, 1979. This classic paper treats out-of-court settlements between divorcing spouses in the context of modern American no-fault divorce law, but much of its analysis also applies to the bargaining that took place around Chinese wife sales.
5. XT: #2131-5, Jiaqing 2.7.24.
6. XT: #2121-11, Jiaqing 8.4.28.
7. XT: #2715-3, Jiaqing 2.4.25.
10. See, e.g., MS: 869.
11. BX: #1-1698, Qianlong 30.1.30; also see BX: #2-4286, Jiaqing 13.2.25.
12. BX: #4-5331, Xianfeng 2.6.
13. The magistrate returned Chen's wife to him without making him pay the matchmakers; no one was punished (BX: #3-8816, Daoguang 8.3.15).
14. BX: #3-8694, Daoguang 12.7.28. Guo Songyi and Ding Yizhuang cite this case but confuse it with compensated divorce and misunderstand the function of the request certificate (2005: 300-301).
15. NB: #4-30-281, Daoguang 16.10.23.
17. XT: #518-2, Qianlong 18.7.23.
18. NB: #6-34-350, Tongzhi 8.1.20.
19. BX: #4-5003, Xianfeng 2.2.27.
20. My sample contains twenty-two examples, about 11 percent of cases in which the wife sale was actually completed.
21. For false accusation as a litigation strategy, see Macaulay, 1938; Javers, 2012: chap. 4.
22. Estimates of the cost of litigation vary widely (e.g., Reed, 2000; Fuma, 2007). Philip Huang (1996: 18-85) argues that basic fees at the yamen were less onerous than has often been assumed, but he does not consider the cost of travel, lodgings, and time away from work for litigants who lived outside the county seat.
23. For conditional land sales and related practices, the classic study in English is Schumann, 1956, which argues that webs of customary claims limited individual ownership and the alienability of land, hence inhibiting the rise of capitalism in China. See also Jameson, 1888: 69-73; McAlavy, 1958; Perdue, 1987: chap. 5; Yang Guozhen, 1988; Kishimoto, 1997b; P. Huang, 2001: chap. 5; Hase, 2013: chap. 5 and 6; especially Isett, 2007: chap. 4.
27. See, e.g., Lin and Zeng, 2008: 46-47, document #21, which I translate in the text below.
29. There are myriad examples of such usage; for one, see the testimony in BX: #4-3358, Xianfeng 2.7.28.
30. XT: #1057-4, Qianlong 33.4.25.
31. XT: #1954-3, Qianlong 60.5.23.
32. XT: #2493-7, Jiaqing 18.3.14.
33. XT: #2912-3, Jiaqing 7.8.29; also see XT: #2202-9, Jiaqing 8.2.18; XT: #2458-11, Jiaqing 18.4.3.
34. See, e.g., XT: #2206-9, Jiaqing 8.3.6; XT: #2492-17, Jiaqing 18.3.6.
35. See, e.g., XT: #2493-7, Jiaqing 18.3.14.
38. Arthur Smith mistranslates this proverb as "a prudent man will not take a woman whose husband is living" (1914: 392), which is closer to the meaning of the proverbs quoted in the next paragraph.
39. The first proverb was reported to me by Dongfang Shao and appears in the 1934 gazetteer of Wangdu County, Hebei; see EFCN: 350. Siyen Fei and Meiyou Hsiieh reported the other two, which they heard from acquaintances in China. My thanks to all three colleagues for their help.
41. This proverb appears in the 1927 gazetteer of Tonghua County, Jilin (see EPCNE: 328).
44. See Kishimoto, 1997b.
CHAPTER 7

1. Fielde, 1887: 183.
3. XT: #678-10, Qianlong 21.5.9.
5. According to Margery Wolf, the “uterine family” consisted of a woman and her own children and existed within the patriarchal family and in tension with it (1972: chap. 3).
7. BX: #1-1620, Qianlong 23.11.21.
8. For depictions of the shrewish wife in Qing legal case reports, see Theiss, 2007.
10. The main exception is a husband who caught his wife in the act of adultery; he could kill her and her sexual partner with impunity, as long as he acted at once (DC: #285-08; Sommer, 2013: 306-7). For a detailed study of this law, see Meijer, 1991.
12. XT: #1950-5, Qianlong 1.4.28.
13. XT: #2016-13, Qianlong 2.4.27.
14. XT: #2016-5, Qianlong 3.4.8.
15. XT: #334-13, Qianlong 12.7.8.
16. XT: #334-7, Qianlong 13.1.18.
17. XT: #2410-7, Qianlong 13.5.28.
18. See, e.g., XT: #338-6, Qianlong 18.12.3; XT: #2004-11, Qianlong 10.10.10; XT: #2071-17, Qianlong 3.10.21.
19. See, e.g., XT: #318-6, Qianlong 39.6.9.
20. See, e.g., XT: #333-7, Qianlong 12.12.5.
23. XT: #2417-14, Qianlong 15.7.16.
24. XT: #2148-15, Qianlong 6.5.12.
25. XT: #798-2, Qianlong 27.4.20.
26. XT: #1487-9, Qianlong 42.7.11.
27. XT: #2735-13, Qianlong 24.12.21.
30. BX: #5-7213, Tongzhi 2.8.18.
31. XT: #352-9, Qianlong 12.6.11.
34. For a provocative interpretation of female suicide as an assertion of agency and even aggression, see Theiss, 2004: especially chap. 9; see also Lu, 2008; Gilman, 1995: 26-27.
35. XT: #2095-5, Qianlong 18.4.9.
36. Judd, 1989, 2009; Besse, 2000; Theiss, 2004: chap. 4. In many regions, if a married woman died, custom required that natal relatives be allowed to see her body and close her coffin, in order to satisfy themselves that she had not been abused. In Shaxi, when a married woman committed suicide, custom entitled her natal relatives to smash the windows, doors, and contents of her husband’s house and to demand financial compensation from her in-laws (MS: #85, #851).
37. Fan and Huang, 1985: 210; Judd, 1989: 531; Judd, 2009: 36-37. Long-distance marriage has become far more common over the past two decades (see Fan and Huang, 1998; Davies, 2007).
39. XT: #712-5, Qianlong 24.4.11. Sometimes a natal family would file charges to prevent a son-in-law from moving far away (see, e.g., BX: #3-8661, Daoguang 2.8).
40. XT: #591-10, Qianlong 20.6.25.
41. XT: #3120-9, Qianlong 39.4.21.
52. See Theiss, 2004: 85–94.
54. BX: #4–4952, Xianfeng 4.4.17.
55. For marriage fraud that involved concealing a disability, see Sommer, 2005a.
56. Note how this settlement rigorously follows the logic of compensated divorce, in which the bridewealth from a new marriage refunds the bridewealth from the previous marriage, thereby financing its dissolution, with the entire exchange being brokered by the woman's natal family (see Chapter 8).
58. XT: #373–1, Qianlong 3.4.27.
60. XT: #3156–3 and 1356–1, Qianlong 39.10.27 and 40.3.13.
61. XT: #26–1, Qianlong 1.13.5.
62. Here I have in mind Susan Brownmiller's (1975) classic thesis that sexual assault is a key factor in the subordination of women, because even women who are not themselves assaulted are confined and made more dependent on men by fear of rape.
63. DC: #366–00, fourth clause; see also Sommer, 2000: 35–36.
64. See Wolf and Huang, 1980: chap. 17; Attané, 2013. For comparative perspective, see Attané and Guilamo, 2007.
65. Wolf, 1972: chaps. 3 and 10; see also Wolf and Huang, 1980: chaps. 4 and 22. If a man had children by successive wives (or by a wife and a concubine), there might be rivalry between two uterine families sharing the same husband/father (see, e.g., Sommer, 2000: 205–27). Such rivalry framed the notorious structural tensions within elite polygyny that men trivialized as "jealousy."
66. In general, daughters were far more likely than sons to be adopted out. In Hakka, Taiwan, nearly three-quarters of girls born in 1906–10 were adopted out. In that community, the widespread practice of minor marriage made it possible to dispose of unwanted daughters without infanticide (which was uncommon there); see Wolf and Huang, 1980: 232–35.

68. See, e.g., XT: #559–1, Qianlong 12.5.4. The same terms applied to children who followed a widowed mother into a new marriage (see, e.g., MS: 840, 845, 849, 1010, 1014).
69. See, e.g., XT: #314–6, Jiaqing 12.3.29; XT: #252–6, Jiaqing 18.4.23.
70. XT: #902–2, Qianlong 30.3.27.
73. XT: #5112–11, Jiaqing 8.5.28.
74. XT: #1811–11, Qianlong 57.5.19.
77. XT: #124–4, Qianlong 5.8.21.

CHAPTER 8

2. For an example from Taiwan, see TSFS: 28.172, #7. For examples from Sichuan, see BX: #2–4335, Jiaqing 7.7.30; BX: #2–4331 and 4336, Jiaqing 14.12.10; BX: #3–9735, Daoguang 29.8.18.
3. Tai Yen-lui (1978: 101–2) translates shoushen as "to ransom," which is misleading because the connotation of kidnapping obscure the parallel with redeeming imprisoned or conditionally sold property. The term appears in sources from Anhui, Fujian, Henan, Hubel, Shanxi, Sichuan, and Taiwan. For buying a woman out of prostitution, see BX/SU: Xuanzong 18.5.
4. See, e.g., the report from Shanxi in Investigation of Customs (MS: 844).
5. BX: #21207, Guangxi 16.11.28.
6. BX: #4–5405, Xianfeng 8.2.6.
7. NB: #4–30–50, Daoguang 16.8.8; see also Guo and Ding, 2005: 303.
9. MS: 1031; for examples from Taiwan and Sichuan, see TSFS: 28.518, #5 and 324, #5; BX: #2–4331 and 4336, Jiaqing 14.12.10.
10. XT: #156–3, Qianlong 7.2.23.
12. MS: 913.
13. BX: #2–4326, Jiaqing 14.8.29; also see BX: #4–4955, Xianfeng 7.7.16, in which the natal family promised to demand a bridewealth of 15 taels and then pay that full amount to the first husband.
15. See Chapter 9 for how Qing magistrates distinguished between illegal and legal compensated divorce.
17. TSFS: 2b/366-374, #1, 2, 3, 6, and 10. For diharmony between adopted daughters-in-law and their husbands, see Wolf and Huang, 1980; Wolf, 1972: chap. 11; Wolf, 1995.
20. The key law was DC: #378-02, amended over time by the statutes that follow.
21. BX: #3-9151, Daoguang 17:2.1. See also BX: #4-4924, Xianfeng 1:8.1, in which a husband who initially received no compensation extorted four separate payments from her former husband for a total of 26 taels.
22. See, e.g., NB: 16-598, Guangxu 18:12. In other cases, parties to a direct sale tried to disguise it as compensated divorce (e.g., BX: #4-4952, Xianfeng 2:1.7; BX: #4-5087, Xianfeng 2:1.6).
24. "Cong yi er zhong" comes from The Book of Changes; see also Sommer, 2000: chap. 5.
25. MS: 843.
27. TSFS: 2a/337-340, 345-52.
28. TSFS: 2a/337, document #20.
29. TSFS: 2a/346, document #14.
30. TSFS: 2a/348-49, document #17. One finds similar language in contracts for fraudulent wife sale, in which the transaction was disguised as a widow remarriage; see discussion in the text below.
31. See, e.g., Sommer, 2000: 184-90, where I translate a 1700 contract from Ba County that specifies that the widow's brideprice will be used to pay the dead husband's debts and funeral expenses.
32. EPC: 12:48. For the same practice in Shaanxi, see MS: 996, 1004. In Yeli County, Guangxi, a remarrying widow had to sneak out or pretend to be going to work in the fields, and then meet her escort some distance away in order to proceed discreetly to her new husband's home; only after a month was it permissible to acknowledge her new marriage openly (EPCSC: 939). In Huaining County, Anhui, the matchmaker for a widow's remarriage would use a false name on the contract, because widow remarriage was considered "an extremely unlucky affair" (MS: 867).
33. MS: 826, see also 830.
34. MS: 978-79.
35. TSFS: 2a/320, document #8.
36. TSFS: 2a/322-323, document #12.
37. MS: 986.
38. MS: 945.
39. MS: 945.
42. Wolf and Huang, 1980: 227.
43. For Fujian, Gansu, Shaanxi, Shandong, and Zhejiang, see MS: 831, 851, 893, 897, 899, 912, 914, 932, 936, 1013, 1051.
44. For Fujian, Gansu, Hubei, Jiangxi, Shaanxi, Shandong, Shanxi, and Zhejiang, see MS: 819, 825, 831, 831, 884, 897, 899, 932, 950, 966, 1006, 1012, 1017, 1023, 1024, 1031. For Hebei, see EPCN: 313.
45. The Private Law of Taiwan has several examples (TSFS: 2b/11-28). For contracts from Shaanxi and Zhejiang, see MS: 904, 998.
46. See citations from MS above.
47. MS: 903-4.
48. XT: #413-16, Daoguang 11:5:12.
49. This report is from Jiu County; see also the nearly identical report from Linyi County (MS: 812-23). See also Guo and Ding, 2005: 237-41.
50. See Philip Huang’s classic study (1985) of involution and semi-proletarianization in rural North China.
51. MS: 848-49. In Fengtian, custom allowed the returned husband to redeem his wife by refunding the second husband’s brideprice (MS: 768).
53. NB: #4-27-259, Daoguang 4:75.
54. XT: #3117-11, Liaoning 12:12:3.
55. XT: #1756-5, Qianlong 31:4:27.
56. Not all wives whose husbands were absent agreed to remarry. In an 1800 case from Ba County, Xiao Zhanzong fled to his natal home to prevent her in-laws from selling her, and her widowed mother filed charges against them. The magistrate praised Zhanzong’s chaste loyalty and awarded custody to her natal family. Shortly thereafter, her husband returned and the couple reunited. BX: #3-2162, Liaoning 5:7.
57. BX: #3-9221, Daoguang 18:5:4.
59. Qing law required widows to wait the official three-year mourning period before remarrying, but it appears that few did so, and this law was seldom enforced (Sommer, 2000: 173, 185-87).
60. BX: #4-5652, Xianfeng 10:5.
63. Evelyn Rawski argues that many people enjoyed a functional level of "popular literacy," being able to read a few dozen or hundred characters. Using this low standard, the
estimates that 30–45 percent of men in nineteenth-century China "knew how to read and write," at least on a primitive level (1979: 140). For a less sanguiine view, see Woodside, 1983. For literate specialists in rural China, see Hayes, 1985.

64. Regulations required that men recruited as rural agents be able to read and write (Hsiao, 1960: 71–72).

65. XT: #376–11, Qianlong 13.10.6.


67. Smith elsewhere (1914: 292) cites a proverb: "A wife who is 'released like a falcon' is the stratum that enables a couple to survive" (fang ying de fu ren shi liang kou ei de jie). This is my own translation.

68. Marriage brokers will dupe single men into spending their savings to buy a bride from far away; after fleecing the groom, the woman (who uses false identification) disappears. Some racketeers operate on a large geographic scale (made possible by modern transportation and communication), and some involve husband/wife teams. There are many examples in published casebooks (e.g., Cui et al., 1992: 231–32, 283–315; Cui et al., 1991b: 9, 67–74), and they have received much attention in the press. The reason falconing can succeed is that men expect to spend large sums of money in order to acquire a wife.

69. XT: #276–4, Jiaqing 24.7.4.

70. XT: #550–7, Qianlong 20.2.25.

71. XT: #495–7, Jiaqing 18.4.9.

72. XT: #490–14, Qianlong 6.12.7.

73. XT: #281–7 and 287–5, Qianlong 10.8.10 and 10.12.2.

74. XT: #427–3, Qianlong 15.12.14; also see XT: #645–7 Qianlong 21.12.14; XT: #1720–9, Qianlong 49.11.29; XT: #1754–4, Qianlong 52.5.18; XT: #2023–1, Jiaqing 2.6.8; BD: 161/Jiaqing 12.11.1; BX: #5–7972, Tongzhi 2.4.27.

CHAPTER 9

2. XT: #338–12, Qianlong 39.11.12.

3. For a broad overview of marital separation in imperial law, see Tai, 1978; Kishimoto, 1998; for divorce in republican law, see Bernhardt, 1994; Kuo, 2012.


7. For detailed analysis and documentation, see Sommer, 2000: chap. 6.

8. DC: #375–00, 375–00; see also Sommer, 2000: 217–23, 231–35.


11. Xing tai fu fu, (Ming) 1990: household 3/1b.


13. Su et al., 1632: 316.


15. Sommer, 2000: chap. 7. Note that the reforms focused on ascriptive status, rather than relative status, and they did not entirely eliminate debased status as a legal concept. For example, multi-year hired laborers and domestic servants and slaves continued to be considered debased vis-à-vis their masters, and conduct previously associated with ascriptive debased status (such as acting and sex work) continued to be considered debasing in ways that had legal implications.

16. XT: #211–1, Qianlong 8.7.16. For "failing to detect" prostitutes, see Sommer, 2000: 279–82.

17. XT: #414–4, Qianlong 1.7.1; XT: #39–4, Qianlong 11.12.6.

18. For another Shanxi case that involves "reformed" music households, see XT: #20–9, Qianlong 1.9.10.

19. DC: #268–00.

20. For a representative sample of judgments found in xingke tibet from 1764, see Sommer, 2000.

21. Kishimoto argues—based on published collections of judgments from the Ming and early Qing—that magistrates did not enforce the statute against "buying or selling a divorce," but she has missed the fact that the statute did not apply to sales motivated by poverty until the Qing (1998: 197–98).


23. XT: #798–2, Qianlong 27.4.20.

24. DC: #116–00.

25. XT: #1468–1, Qianlong 41.12.12.


27. XT: #153–3, Qianlong 1.7.19; see also XT: #627–11, Qianlong 21.7.15.


29. DC: #116–00.

30. DC: #116–00.

31. BX: #1–9374, Daoguang 22.2.3.

32. Guo Songyi and Ding Yizhuang (2005: chap. 4) provide a basic overview of how Qing law treated marital separation, but they fail to distinguish between legal and illegal variants of compensated divorce.


34. BX: #3–8760, Daoguang 6.10.8.


36. DC: #366–00, 116–00, 367–00. Qing lawmakers added a single qualification: if a man caught his wife in the act of illicit intercourse but killed only her lover, then she was to be "sold in marriage under official auspices (dang yuan jia mai), and her body price confiscate." In short, the husband would lose the option of keeping her and could not profit from her sale. The purpose was to deter couples from engaging in entrapment in order to commit murder with impunity (DC: #285–00).

37. XT: #407–5, Qianlong 15.3.26.


39. Jinpingmei chua, 1985: 90/1b. A widow convicted of adultery could be sold by her in-laws, just as a wife convicted of adultery could be "sold in marriage by her husband."