Bonds of Trust:
The Origins of Tanomi Shōmon
and the Mechanisms of Trust and Cooperation
in Early Modern Japan

by

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in Asian Studies

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ABSTRACT

This dissertation involves an examination on the social mechanisms of trust and cooperation in Tokugawa society from the unification in the early seventeenth century through the end of the samurai rule in the late nineteenth century. In this project, I examine nearly seven hundred Tokugawa-period agreements, namely Bonds of Trust (tanomi shōmon), to understand how they emerged and buttressed social cohesion in early modern Japan. They were written promises primarily used to elicit cooperation within a group of Tokugawa villagers when they stood in resistance to competing groups and samurai feudal rule. In my discussion that centers on their connections to ukebumi (“letters of acceptance”) and kishōmon (“divine oaths”)—the contracts of ancient origin which traditionally employed the threat of divine punishment as a deterrent to defection—I shed a light on the new function of these Bonds of Trust by examining how they rose in dominance over the covenant with kami and buddhas and emerged as a secular institution for meting out rewards over the course of Tokugawa period.
This dissertation involves an examination on the social mechanisms of trust and cooperation in early modern Japan from the unification in the early seventeenth century through the end of the samurai rule in the late nineteenth century. In this project, I examine nearly seven hundred Tokugawa-period agreements, namely Bonds of Trust (tanomi shōmon), to understand how they emerged and buttressed social cohesion in early modern Japan. In my discussion that centers on their connections to ukebumi (“letters of acceptance”) and kishōmon (“divine oaths”)—the contracts of ancient origin which traditionally employed the threat of divine punishment as a deterrent to defection—I examine how these Bonds of Trust rose in dominance over the covenant with kami and buddhas and emerged as a secular institution for meting out rewards over the course of Tokugawa period.
This dissertation is original, independent, unpublished work by the author, Minami Orihara.
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I wish to express my deepest gratitude to my supervisor Professor Nam-lin Hur whose passion for history has remained a source of motivation throughout my graduate career. The many inspiring, stimulating, and sometimes humorous conversations I had with him made my experience both special and worthwhile.

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INTRODUCTION

This dissertation offers a study on the social mechanisms of trust and cooperation in Tokugawa society from the unification in the early seventeenth century through the end of the samurai rule in the late nineteenth century. In this project, I examine nearly seven hundred Tokugawa-period agreements, what I call Bonds of Trust (tanomi shōmon), to understand how they originated and buttressed social cohesion in early modern Japan. They were written promises primarily used to elicit cooperation within a group of Tokugawa villagers when they stood in resistance to competing groups and samurai feudal rule. In my discussion that centers on their connections to the “letters of acceptance” (ukebumi) and the “divine oaths” (kishōmon)—the contracts of ancient origin which traditionally employed the threat of divine punishment as a deterrent to defection—I shed a light on the new function of these Bonds of Trust by examining how these documents rose in dominance over the covenant with kami and buddhas and emerged as a secular institution for meting out rewards over the course of Tokugawa period.

No one can live without trust, but who and what to trust is a perennial problem. Trust was particularly essential for one’s subsistence in the small agrarian communities of Tokugawa rural population. Without trust, they could not drink water from a well, repair their houses, conduct funeral services for their loved ones, share a common access to the source of agricultural fertilizers, meet the emergencies of the nature, or combat the arbitrary rule of the dominant samurai class. The village life in Tokugawa Japan was far from egalitarian; an individual household unit in Tokugawa village often pitted itself against another in an engaged struggle for distinction, while a broader line of segregation was drawn between a large number of small-income households and a
small circle of pedigreed households as a result of an unequal distribution of land, water, and other resource.

Narratives of cooperation constitute an important element in the Tokugawa peasant studies. A basic point of contention among scholars largely centers around the sources of collective action which galvanized petty peasants into either taking measured and mindful steps to voice complaints through petitions, marching *en masse* to manifest the power of their number against the authorities, or erupting into a burst of rage by pillaging the city, all in their effort to oppose exacting taxes and corvée labor, protest the political incompetence in times of famines, punish the unjust by usurious merchants, or resist other causes that threatened their ability to sustain livelihood.

Among those who undertook this historical problem as a locus of their interest was a school of minshūshi (“people’s history”) historians of the 1960s-70s who embraced the notion of the people as a new methodological guidepost in their approach to social change and modernization. Yasumaru Yoshio, who pioneered *minshūshi*, saw the effect of popular consciousness, moral values, and folk beliefs as a driving modernizing force and urged other historians to scrutinize the popular spirit and its relation to the structure of Tokugawa communal life as the method of popular history.\(^1\) In his later publication, Yasumaru attributed the strengths of such popular values to the absence of millenarian, revolutionary doctrines needed to overcome the rigid hierarchical status order defined in the feudal system and bring about the overthrow of the bakufu.\(^2\)

Yasumaru’s works compelled other popular historians to study the violent insurgencies known as *ikki* (literally, “one intention”) and *yonaoshi* (“world renewal”, “world rectification”) rebellions. For example, Aoki Kōji collected the data on peasant *ikki* from a wide array of national and local sources and used the quantitative results to analyze the trends, patterns, and causes of

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2. Ibid., pp. 143-149 and 155.
collective behavior, while others read into the slogans, symbols, and other tools used during ikki in an effort to detect the political consciousness among the peasantry. Under the influence of these popular historians, Fukaya Katsumi later expounded on the relative autonomy and collective identity of “honorable peasants” (onbyakushō), while Anne Walthall and others revived peasant martyrs from oral legends and prose to contemplate their implications for the memory, experience, and reality of Tokugawa peasant lives.

These popular historians were largely in agreement that there was no direct causal link between ikki and the Meiji Restoration. What they concentrated on was to portray the people as the agents of social change who actually afforded the opportunities of open protest, rather than the subjects of political subordination who were merely regarded as bandits reacting spasmatically to sporadic famines and other emergencies. By and large, many observers outside the school of popular history joined the position of these popular historians, similarly rejecting the views of some who connected the impacts of ikki on the bakufu’s drained finances with the end of the regime.

The main criticism towards popular history, however, came from a new generation of historians who contended that many popular historians could not perceive the relationship between the samurai and the peasantry beyond a simple opposition between the dominator and the dominated. Among such critics included Herman Ooms, who, in his *Tokugawa Village Practice* (1996), drew on Bourdieu’s theory of social distinction to demonstrate that there was a multiplicity of status groups inherent within Tokugawa peasantry throughout the period.9 Herbert Bix and Stephen Vlastos, two historians who were influenced by the Japanese popular historians, had maintained that peasant uprisings were essentially caused by the development of commercial economy that turned oppressed peasants’ class-consciousness against exploitative merchants and samurai elite.10 And Anne Walthall and William W. Kelly similarly limited their study of contention to eighteenth- and nineteenth-century Japan, respectively.11 In opposition to such a persistent and widespread view, Ooms claimed that “legislation was [not] the only source of status division (which effected class solidarity)...[The villagers could] generate status differentials on

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9 Herman Ooms wrote: “...scholars have too readily assumed that [the Sword Hunt] overdetermined people’s preoccupations and, hence, that all serious conflict centered around the opposition between dominators and dominated, or orders of rulers and commoners.” See Ooms, *Tokugawa Village Practice: Class, Status, Power, Law* (Berkeley: University of California Press, 1996), p. 127.

10 For example, Bix wrote: “But economic distinctions of class increasingly asserted themselves from the second half of the eighteenth century onward. So we may say that as commodity economy and manufacture developed. The degree of peasant “classness” tended to increase while their “statusness” decreased. During the first half of the nineteenth century, the status system and status ideology slowly began to break down.” Herbert Bix, *Peasant Protest in Japan, 1590-1884* (New Haven: Yale University Press, 1986), p. xvii. Similarly, Vlastos wrote: “Households which had the resources to profit from commodity production and trade acquired considerable wealth, often at the expense of small cultivators, some of whom were forced out of farming altogether...Thus, the juridically determined social order in which peasants were subsistence agriculturalists, as indeed they were in the early Tokugawa period, bore little relation to functional relationships within the market economy of late Tokugawa—circumstances which profoundly affected conflict and collective action at the end of Tokugawa rule.” Stephan Vlastos, *Peasant Protests and Uprisings in Tokugawa Japan* (Berkeley: University of California Press, 1986), pp. 7-8.

their own…prior to the development of a market in the eighteenth century.”

This led him to stress the importance of “Bourdieu’s relational approach, of the notions of field and social space [consisting of] differential power positions, determined intrinsically by material conditions and relationally by their distinctive distance from other positions.”

Such a perspective spawned new interests in women and other marginalized groups who played key roles in peasant *ikki*, the positions of village representatives (*sōdai*), intermediaries (*furetsugi*), and service contractors (*goyō ukeoinin*) who exercised their influence as the interface (*chūkan shihai kikō*) between the government and villagers, or the presence of highly sophisticated inter-village networks connected through commercial and other supravillage activities. The activities of these diverse status groups forced many historians to shed the belief that peasant identity was constructed around their tie and duty to their village.

13 Ibid., p.130.
16 William W. Kelly, who demonstrated the involvement of multiple village and inter-village league organizations in the system of irrigation control and management, concluded that “The ways in which peasant cultivators and state and non-state elite interacted in irrigation tasks should tell us much about the distribution of authority, wealth, and status through the countryside.” He thus urged more historians should look at “the actual connections between the elite and peasants and the activities of and relations among peasants at the supra-village level—in short, about the structure of local regions.” Citing Kelly’s words, Anne Walthall revealed the different levels of village leaders who were connected through the sale of nightsoil. See, Kelly, *Water Control in Tokugawa Japan: Irrigation Organization in a Japanese River Basin, 1600-1870* (Ithaca, N.Y.: China-Japan Program, Cornell University, 1982), p. 214 and Walthall, “Village Networks: Shōdai and the Sale of Edo Nightsoil,” *Monumenta Nipponica* 43, no. 3 (Autumn, 1988): 279-303.
The more historians witnessed such complex and multi-layered structures of peasant community, however, the more they became perplexed by the researches that point to some evidence of peasant autonomy and the re-invigorated claims made by institutional historians on the authoritarian nature of Tokugawa bakufu. A new perspective reconciling these conflicting narratives of Tokugawa society is therefore long overdue. When Bonds of Trust were first discovered by the historian Yabuta Yutaka in the early 1990s, they were welcomed as a new empirical addition. In contrast to the tendency to view the social conflicts solely in terms of intra-class struggles between low-income peasants and exploitative, economically privileged local notables, Yabuta joined those who advocated in support of the relative autonomy of both the landless peasants and the peasant class as a whole. He grounded this view on province-wide petitionary movements (kokuso) in Osaka whose leaders utilized the Bonds to mobilize more than one thousand villages for a fight against governmental restrictions on open trade. Yabuta identified the bilateral relationship the low-income peasants and the village leaders of pedigreed households established for such movements as the most important characteristic of these documents.\footnote{Yabuta Yutaka, \textit{Kokuso to hyakushō ikki no kenkyū} (Tokyo: Azekura shobō, 1992), pp. 20-21.}

Introducing Yabuta’s work on \textit{kokuso} and the role “bonds of request” played during those occasions, Walthall’s study of Edo nightsoil further illuminated the presence of different levels of village officials who wielded the highly sophisticated village networks to advance the interests of the league against the pressures of the superintendent authorities.\footnote{Anne Walthall, “Village Networks,” p. 287.}

Nonetheless, Bonds of Trust have garnered little attention from either Japanese or Western scholars. More recently, however, Shirakawabe Tatsuo conducted an extensive archival research on Bonds of Trust and the numerical abundance of which he elucidated showed that the documents had greater implications for Tokugawa society as a whole than they had for the peasant protests.
alone. Based on their geographical breadth across regions, he emphasized trust (tanomi) as a powerful force behind Tokugawa cultural cohesion. In opposition to Katsumata Shizuo who once discussed ikki alliance as one of the many manifestations of “no relation” (muen), Shirakawabe argued that tanomi “stands on the opposite end of muen” and invited a reexamination on the mechanisms and binding principles that drove the formation of ikki alliance by the samurai as well as the peasant population.\(^\text{19}\) Arguing tanomi’s symbiotic relationship with the traditional virtues of on (“returning one’s gratitude”), giri (“obligation”), and amae (“dependence”), Shirakawabe discussed its transformative and dynamic nature that acclimated to the needs of diverse social actors involved in evolving political, economic, and social situations. His analysis emphasized the idea as profoundly versatile and ubiquitous, encompassing all contexts and dimensions of social relations that comprised the complex and changing Tokugawa society.\(^\text{20}\)

In concert with Shirakawabe’s view, Goza Yūichi, who examined the source of collaborative spirit that buttressed the formation of medieval samurai ikki, similarly reevaluated the importance of ikki in connection with the principle of “relation” (en), arguing that it generated “a structured space” (ikki no ba) within which each samurai valued the lives of his cohort like his own and prioritized the interests of the association more than his individual interests. A written contract by the medieval samurai, which Goza cited to support his argument read as follows: “Henceforth, we entrust (tanomi) the fate of our lives with one another. If one faces a grave danger, we shall look after him as if the danger fell on us.”\(^\text{21}\) To allow these samurai to “place trust in total


\(^{20}\) Shirakawabe, ibid., pp.17-51.

strangers,” this so-called “agreement of one intention” (ikki keijō) had to borrow some aspects of kishōmon and depend on the effect of divine retribution, he added.22

Owing a deep debt to Shirakawabe who generously shared his unpublished catalogue (mokuroku) with me, this dissertation draws on the hundreds of tanomi shōmon to provide nuanced empirical and theoretical accounts for the sources of trust and cooperation. Throughout the Tokugawa period, these documents served their mutually reinforcing roles as a service contract and as a medium for cooperation. The overarching tenet that held villagers together as a cohesive group was the notion of tanomi, or trust. In premodern Japanese historical and literary sources, the word was bound up with interpersonal relationships of exchange including love, faith, loyalty, and honor. Whether they were romantic relationships between lovers, vassalage relationships sworn in the competitive world of samurai warriors, social exchanges between ordinary people, or commercial transactions between merchants, their moral rules and standards were couched in trust.

Before I explore the origin and nature of tanomi shōmon, Chapter One is set out to draw our attention to the role of tanomi in Tokugawa politics and society. An attempt in this endeavor involves an examination on a reciprocal relationship of exchange between the Tokugawa bakufu and the peasantry, which will be presented through introducing the positive influences the pre-existing social networks of trust had on the formation of the bakufu’s reputation as a benevolent ruler. During the Tokugawa period, the peasants improved their level of self-sufficiency against the backdrop of the implementation of heinō bunri (“separation of the samurai from villages”), a late-medieval policy that required for the samurai class to focus on their new bureaucratic duties inside their lords’ castle towns. In advancing the policy of samurai bureaucratization, the Tokugawa bakufu compensated for the lack of aristocratic supervision by propagating itself as the

22 Ibid., p. 220.
“benevolent rule” (jinsei). While allowing the peasants to run their own affairs in the countryside, this rhetoric legitimized the officials to exploit the benefits of the prior developments of social networks, enabling them to govern their subjects at a reduced cost of transaction. Such interactions between the peasantry and the dominant samurai class came to solidify in the Tokugawa era as a mutually beneficial relationship of exchange. The peasants remained committed to their social expectations as long as the bakufu reciprocated with moral actions and trustworthy behaviors that lived up to its social reputation as jinsei. The peasants generally expected the samurai’s benevolent rule to be enacted by keeping tax and labor burdens within manageable limits, demonstrating abilities to adjudicate local disputes, and so on.

As the authorities set forth this policy to promote self-governance in the society, the peasants devised Bonds of Trust as a lubricant for interpersonal interactions and village administration. Primarily using them to elicit cooperation from those local elites who would otherwise work in favor of themselves and the samurai officials, the stipulations were authenticated by the core value of trust. A variety of devices—threat of divine punishments and temptations of rewards incorporated into them—also lent credence to these contracts. With the proliferation of these documents, people participating in them increasingly vied for the accumulation of social capital, while those excluded from the circle became predisposed to various disadvantages in their conduct of village life. When the bakufu and domanial officials themselves breached peasants’ trust, Bonds of Trust functioned to shape village solidarity, making an important contribution for non-destructive and destructive movements that were organized to demand the exercise of authority as trustworthy, benevolent rulers.

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Given the role of *tanomi* in Japanese social and political life, Chapter Two lays out the evolution of the dictionary-type definitions of *tanomi* to understand its basic properties and the rationale behind the villagers’ decisions to refer to the written contracts as *tanomi shōmon*, as opposed to other possible alternatives. One of the early connotations of *tanomi* was closely related to the notion of faith. Later, its meaning extended beyond the reliance on *kami* and buddhas to include one’s beliefs in the specific skills of other individuals as well as in their ability to reciprocate his or her expectation. While such skilled individuals (trustees) were expected to put their abilities into action, the one who believed in the specific skills of the others (truster) had to take a leap of faith when making the investment in someone or something he or she trusted. *Tanomi* was therefore intimately connected with the notion of confidence, which involved one’s strategic decision and firm determination about the choice he or she made between alternatives. Drawing on reference materials and other literature on social capital and human evolution of cooperation, I demonstrate that such essential properties of *tanomi* uncovered in this chapter were consistent with the main definitions of trust.

To further examine the essential properties of *tanomi*, this chapter will engage in an extensive discussion on the intricate relation between the language of *tanomi* and the medieval-period historical sources, namely, *ikki keijō* (“agreements of one intention”) and *okibumi* (“precepts”). The written terms of agreements that a confederation of *kokujin*, or “men of the realm,” produced prior to their insurgencies against the *shugo* (provincial-level lords) or rival samurai bands were known as *ikki keijō*. In the process of forming the *ikki* alliance consisting of like-minded *kokujin* lords who voluntarily entered into a mutual agreement about their cooperative actions in order to advance a common purpose, these “agreements of one intention” often boasted *tanomi* for group solidarity, horizontal consolidation, and mutual reciprocity.
In a similar vein, I argue that *okibumi*, which contained stipulations designed to set behavioral standards on the members of samurai households, demonstrated an intricate relation between *tanomi* and a medieval samurai vassalage system known as *yorioya-yoriko-sei*. In the attempt to create long-term vassalage relationships, many *sengoku* warlords referred to a selected number of powerful samurai vassals as *yorioya* (trusted parent) and made them morally responsible for the lesser samurai or *yoriko* (trusting children). Through advocating the notion of *tanomi*, the warrior household precepts sought to ensure the overall perpetuity of a given military house by instituting sustaining and mutually reciprocal vassalage relationships between *yorioya* and *yoriko* within the respective retainer bands.

While Chapter Two argues that trust is a sound translation for *tanomi* given its identified properties and the usage in historical sources, Chapter Three, which involves an examination on the origin and nature of *tanomi shōmon*, focuses on the attributes that define their character as *shōmon* or bonds. Both *ikki keijō* and *okibumi*, the medieval-period sources which showed intimate connections with *tanomi*, were generally written in a form of bonds, whose emergence can be traced back to *ukebumi* and *kishōmon* of ancient origin. Building on this finding, this chapter sets out to identify the characteristics of *ukebumi*, the document’s relationship to *kishōmon* and other types of bonds, and its similarities with *tanomi shōmon*. Given the study of these documents, I conclude that *tanomi shōmon* were service contracts that laid out the details of future transactions between service providers and clients including the scope of service, determinate timeline and detailed steps for the payment of wages, remuneration, and various forms of compensation such as divine retribution. This conclusion illuminates a new dimension of *tanomi shōmon*; while Shirakawabe claims that they were powers of attorney created to authorize appointed representatives to act on villagers’ behalf in administrative affairs and legal matters, I suggest that
a part of tanomi shōmon’s essential role was to serve as a piece of certificate (a bond) that warrants the payment of remuneration or alternative forms of compensation to the service providers.

While I argue one dimension of tanomi shōmon involved an exchange based on the expectation of stipend and remuneration, this chapter further reveals tanomi shōmon’s capacity for creating bonds and connections between groups of villagers who were held together by a common belief in tanomi as the medium of social and economic transactions. The two narratives that provide contextualized accounts for the role of tanomi shōmon in silk and sukegō (“assisting villages”) uprisings during the mid-late Tokugawa period will demonstrate that these documents had greater implications for cooperative exchanges, involving more complex mechanisms than other exchanges based on straightforward expectation of economic gain.

Lastly, Chapter Four seeks to grapple with the relation between tanomi shōmon and kishōmon in order to understand how a common belief in tanomi emerged to serve the role as a lubricant of social and economic transactions in Tokugawa society. Towards the mid-Tokugawa period, tanomi shōmon grew out of their tendency to depend on the effects of divine punishments to sustain the mutual agreements about non-immediate reciprocal action. When a group of peasants produced a Bond to resist the pressures of an external force, they typically enlisted their village leader from a pedigreed household to commit to their cause, and the assurance for his cooperation came from knowing that it is also in his own rational interest to serve his community, such as for the aspiration of increased communal esteem and privilege. In the peasant society where the opportunities of face-to-face interactions were abundant, such psychological transactions ultimately reinforced group solidarity by enforcing both parties to abide by their social expectations, eliminating the uncertainty of betrayal, and ensuring mutual benefits. The discussion in this chapter thus primarily centers on how villagers prioritized the long-term rewards of the
group over their immediate self-interests in a community of individual peasant household units without any directions of either divine or aristocratic intervention.

To that end, this chapter involves an attempt to place the question about the sources of Tokugawa trust and cooperation within a framework that integrates theoretical propositions from many works on comparable inquiries about human evolution of cooperation. What guides my inquiry are various theories and theses proposed by game theorists. Through laboratory experiments, they have established that trust has an intricate relation with reciprocity. When one player in a certain decision setting has a sufficient degree of trust and trustworthy reputation, he wielded positive influence on his counterpart’s decision to reciprocate a favor received by overcoming short-term self-interests. The varying rates of reciprocity exhibited in different societies are ascribed to specific attributes that affect the members’ motivation to “invest” in others. People tend to overcome their fears associated with defection and feel inclined to return favors if their counterparts belong to the same ethnicity and social and economic organizations. Societies with well-developed mechanisms for inhibiting defection also generally demonstrate high levels of trust.\footnote{24} Furthermore, economists and social scientists who defined trust in their literature on social capital argued that a society marked by high levels of trust and cooperation leads to a number of long-term benefits, which range from safe neighborhoods to the establishment of civil society, democratic institutions, and effective government, as well as strong economic growth. In contrast, many field and experimental studies show that in a society where sentiments of distrust remain uncontrolled, the members tend to lose incentives to cooperate with each other and be dictated by short-term self-interests, dishonesty, and individualism.\footnote{25}

Despite the obvious ethnic homogeneity, there was a strong need for Tokugawa agrarian population to value trust because the basic relationship of the villagers was generally not kin-based. A variety of monitoring and punishing systems was therefore accepted throughout the medieval and early Tokugawa periods until positive interactions among villagers, a general stability within the rural administration, and other factors replaced those systems with reciprocal and reputational systems. In contexts where increased impersonal interactions hindered reciprocity-based relationships, however, I argue that new associations of villagers arose and used Bonds of Trust to sustain large-scale cooperation by distributing compensation and rewards.

In my attempt to further understand the deeper mechanisms of trust and cooperation, I also put forth Bonds of Trust as what I call Fields of Trust. Bourdieu’s concept has drawn a considerable amount of scholarly attention from Japanese historians, as well as Ooms, who were concerned with the implications of Bourdieusian fields for Tokugawa status system, or mibunsei. This piqued their interest in the notion of ba (“space where something happens”), leading them to examine markets (ichiba), business establishments (uriba) and their established clientele (dannaba), the territories of kawata and hinin outcastes (shokuba and kanjinba), a parish of itinerant monks (dannaba), and the salons of haikai poets and other artists as sites of status production within the Tokugawa society.26 Added to this list is Goza’s proposition to reexamine ikki as a structured arena of collaboration among individualistic samurai (“ikki no ba’). Challenging the predominant view that one’s status was prescribed by the dominant class, these scholars thus concluded that Tokugawa society was characterized by a multiplicity of overlapping

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where, underlying the apparent collaboration, dominant and subordinate positions were set by the unequal distribution of valued objects of struggle. Within these fields of struggle, the established participants governed themselves with their own internal principles and self-governing rules so as to defend the valued objects of competition from the threats of new entrants and competing groups.

I argue that Bonds of Trust were operated by the same mechanism, whose participants emulated the strategies of successful cooperative model to outdo the competing groups, thereby resulting in the dissemination of trust across wide spectrums of Tokugawa society. Focusing on the processes of decision-making associated with cooperation and non-cooperation, Bonds as sites of social dilemmas expose the multitude of peasants’ everyday experiences. By offering a lively account of how the peasants negotiated their individual aspirations with both their socially defined role as peasants and the pressures of the group they belonged, Bonds of Trust provide nuanced narratives that account for the oppressive Tokugawa regime as well as the relative autonomy of the peasantry.
CHAPTER ONE

Trust and the Samurai:

Tanomi in Tokugawa Policies and Practices

Introduction

Starting at five in the morning on the first day of the eighth month, daimyo began to form a lengthy ceremonial procession to pay annual homage to the Tokugawa shogun at his Edo castle. All of them donned sacred white attire and had with them a pair of ornamented swords and an inventory of gifts which had been prepared for presentation as symbols of their sovereign loyalty.

Figure 1.1. A scene from the procession of daimyo at tanomi no sekku on the first day of the eighth month. From Koji ruien 1: tenbu saijibu, ed. Jingū shichō (Tokyo: Yoshikawa kōbunkan, 1969), 1296-1297.
In a *shoin*-style hall where the shogun and his consort, also in white, were ensconced on the dais, the lord of prestigious Owari family quietly took his seat on the right side while his tributes were exhibited as his congratulatory speech was addressed by the shogun’s mediators. After the other lords followed in the order of their hierarchical ranks, the state elder introduced the shogun to the adjacent halls where he accepted further felicitation from lesser samurai, state-sponsored temple priests, as well as the deputies of those lords from remote domains who missed the attendance due to illness or young age.27

As exalted in the official history of Tokugawa shogunate (*Tokugawa jikki*; completed in 1843), this ceremonial ritual, namely *tanomi no sekku* (or also, *hassaku*), commemorated the inauguration of Tokugawa rule. The beginning of the Tokugawa bakufu purported to date back on the same day of 1590 when Tokugawa Ieyasu first marched his army from his former proprietary domain in central Japan into Edo castle, in order to serve his new appointment as a proprietary lord of Kanto region.28 According to general accounts, Ieyasu’s transference was ordered by the military hegemon of the time, Toyotomi Hideyoshi, whose underlying scheme was to wean Ieyasu’s military power away from the political center in western Japan. The future shogun fortified the castle despite his initial disappointment, transformed the village from its rudimentary condition, and transposed remnant local powers with his own vassals, thereby paving the way for the Tokugawa regime to end a century of civil warfare and set off its rule that lasted for nearly two hundred seventy years.29

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In contradiction to such official account, however, historically verified sources present a conflicting date for Ieyasu’s transference: they indicate that it actually took place a few weeks earlier, sometime during the seventh month of 1590. In *Ietada Nikki* (1590), one of Ieyasu’s close retainers, Matsudaira Ietada (1555-1600), records his arrival in Edo on the 18th day of the seventh month. An increase in Edo activities is also confirmed as early as the sixth month in Naitō Kiyonari’s *Tenshō Nikki* (1590?), although, following the example of many official accounts, it records that Ieyasu marched his army into his new residence on the day of tanomi no sekku. As a result, there has been much confusion among historians over Ieyasu’s actual date of arrival at Edo castle, including those who dispute the contemporaneity of Kiyonari’s diary. A key figure who then holds a clue to Ieyasu’s location is Hideyoshi. According to temple documents and war records, Hideyoshi chose Hōonji in Edo as encampment between the Siege of Odawara and his departure to Ōshū, and a record produced by the temple describes a visit by Ieyasu on the 21st of the seventh month. During this meeting with Hideyoshi, Ieyasu is said to have reported that “all four corners of Edo castle are in fine condition and [the castle] is absolutely tenka musō (“unequalled under the heaven”).”

Although the nineteenth-century compilers of Tokugawa official history attacked the Hōonji document as unauthentic, historians such as Murakami Tadashi and Mizue Renko believe that the source is reliable, arguing that the conventional narratives on Ieyasu’s beginning—his arrival date, the condition of his castle, and even that his transference was a forced order from Hideyoshi—were all aimed at staging a dramatic break from the medieval past. Murakami thus

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concludes that Ieyasu was at his new Edo residence by the 20th day of the seventh month, not the first day of the eighth month.  

If this is true, then what political agenda did the Tokugawa rulers have and what goals did they aspire to achieve at the expense of committing such fabrication? Since the first inaugural ceremony was held in 1603, the same year Ieyasu claimed his shogunal title and three years after his glorious victory at the Battle of Sekigahara, one might wonder what qualities the new bakufu leaders saw in tanomi no sekku, and not in these historic events. Such questions bring to light how the idea of tanomi undergirded the bureaucratic framework of the new Tokugawa bakufu.

Rise of Trustworthy State

Even after the imperial court bestowed Ieyasu with his shogunal title, the newly established Tokugawa bakufu struggled to consolidate its power until about the 1630s. The Battle of Sekigahara was waged between the two major factions of Hideyoshi’s vassals in the power vacuum caused by his death, and the victory allowed Ieyasu to prove his unsurpassed military prowess and publicly declare himself as the de facto leader of Japan. However, his military victory did not contiguously lead to his political legitimacy to govern the whole realm of Japan (tenka). In order to ensure the permanence of Tokugawa rule, the ideological justification for his political legitimacy had to be drawn on the basis of public authority (kōgi): a multivalent concept utilized by Ieyasu’s predecessors to legitimize their military and political control as a publicly sanctioned, selfless and sacred duty toward the noble cause of realizing an integrative and pacified Japan.

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To realize his pacification plan, Ieyasu massacred Hideyoshi’s son, Hideyori, and eradicated the last remnants of Toyotomi loyalists, thereby undertaking afresh the task of reformulating his public authority in the attempt to establish the Tokugawa rule. In exploring the ideological source of his power, Ieyasu increasingly recognized the political significance of *tanomi no sekku* as a way to aggrandize his authority by capitalizing on the prestige of this ritual, while transforming the bloodstained warriors into samurai bureaucrats.

*Tanomi no sekku* was first adopted by Muromachi bakufu (1336-1573) in the fourteenth century. At that time, the Magistrate of *Tanomi* (*tanomi sōbugyō*) was specially charged with the conduct of this ritual in order to honor the vassalage relationship between the shogun and his feudal lords. As the ritual gradually became a central component of the bakufu’s political machinery, however, it appalled the Kyoto court nobles as the uncultured practice of a parvenu. From their perspective, the social bonds forged through its ritualized process were based on a loose and unreliable appearance of heterogeneous membership, as opposed to those bound by dense ties of marriage and consanguinity.

In its late years, Muromachi bakufu also met with fierce resistance from the monks and followers of Jōdoshinshū, who felt that their religious authority had been corroded by the emergent samurai elites, for they perverted the traditional, idiosyncratic relationship with supernatural beings. This conflict was fundamentally manifested in a series of Ikkō uprisings of the fifteenth and sixteenth centuries. In explaining the concept of *tariki* (“salvation through the absolute faith in gods”), the founder Shinran rendered the character 凪 (read as *tanomi*)—meaning “to be possessed by spirits”—to refer to the vertical relationship between buddhas and mortal beings. By

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34 On the political origin of *tanomi no sekku* during the Muromachi period, see Futaki Ken’ichi, *Chūsei buke girei no kenkyū* (Tokyo: Yoshikawa kobunkan, 1985), pp. 104-134.
the time of Rennyo in the fifteenth century, however, he applied katakana in order to consciously avoid the then common character applied for tanomi (頼), which referred to the vassalage relationships within the samurai class. Until the last remnants of the Ikkō uprisings were eradicated by Oda Nobunaga, Jōdoshinshū monks refused to serve a king in the secular world, declaring to embrace “sole dependence (tanomi) on Amida.” Following the model of Rennyo, the word tanomi here was written using a combination of hiragana and katakana.\footnote{Kinryū Shizuka, \textit{Rennyo} (Tokyo: Yoshikawa kōbunkan, 1997), pp. 93-95 and Nishida Shin’in, “Tannishō ni okeru tanomu no gainen: daisanjō ‘tariki o tanomi tatematsuru akunin’ o chūshin to shite,” \textit{Indogaku bukkyōgaku kenkyū} 39, no 2 (March 1991): 686-691.}

The resistance from court nobles and religious establishments highlighted the significance of \textit{tanomi no sekku} as a vehicle of distinct samurai identity. Since Ieyasu initially struggled to consolidate the ideological basis of his public authority, the revival of such a medieval military tradition indicated his scheme to impinge the succession of his shogunal lineage upon all daimyo. As the readiness for war had come to a lull by the time of the third shogun Iemitsu’s reign, the ceremony was elaborately ritualized and deliberately linked with Ieyasu’s procession to Edo in the effort to apotheosize the founder.\footnote{Futaki Ken’ichi, “Edo bakufu hassaku sanga girei no seiritsu,” \textit{Nihon rekishi} 462 (November 1986): 42-49.} It was adapted to provide the Tokugawa rulers with the ideological resource they needed to craft the rhetoric of loyalty and obligation, in order to redefine the shogun’s relationship with his feudal lords. It was the use of this moral rhetoric that helped the Tokugawa bakufu to lay out the basic framework of its bureaucratic order.

As Marcel Mauss maintained in his influential text, \textit{The Gift}, the exchange of gifts is necessarily bound up with three obligations—namely, giving, receiving, and repaying—even when they are made under the disguise of voluntary offer. Since a gift given is not merely an object of economic value but “in reality a part of [the giver’s] nature and substance,” the recipient feels bound to repay the courtesies for “a part of someone’s spiritual essence” received, and failing this...
obligation proves his incompetence to comport himself as a moral and spiritual being.\textsuperscript{38} Nor can one refuse to participate in the game of gift exchange by declining to give or receive one, because he will be inevitably held captive in a form of rivalry with the other participants known as \textit{potlatch}, while refusal to accept a gift simultaneously suggests nothing but the indication of his cowardice and ineptitude to take up that challenge against the contenders.\textsuperscript{39}

To apply this mechanism to understand the political significance of \textit{tanomi no sekku}, there were thus two forces at work that influenced the formation of Tokugawa bureaucratic order. On one hand, the obligation to the shogun was reinforced by ingeniously exploiting the underlying rivalry and antagonism between daimyo. On the other hand, the shogun was simultaneously kept under the obligation to feed the appetite of these daimyo by supplying status ranks as a way to demonstrate his capacity to govern the realm. In such a form of mutually productive social exchange, expounded by the theorists of trust as reciprocity, the ceremony helped the two to internalize the notion of obligation as a principle of virtue, and in so doing, they forged a bond more powerful than those built upon the ties of kinship or faith.

The Tokugawa rulers did not merely recapitulate the medieval lords who utilized the notion of loyalty to establish their power. During the medieval times, the reciprocal engagement between samurai lords and their vassals expressed in a form of reward (\textit{on}) and service (\textit{hōkō}) was germane to the creation of medieval vassalage relationships. Ieyasu emulated this tactic by displaying a combination of military excellence and magnanimity during the Battle of Sekigahara in the effort to recruit his allies. More than his actual performance on the battlefield, he devoted a considerable amount of time writing letters promising land entitlements for his prospects, and later kept his word by allocating nearly eighty percent of usurped land based on careful assessment of their

\textsuperscript{39} Ibid., pp. 37-41.
respective military achievements.\textsuperscript{40} Although this consequently won him a virtual plenary power over the national affairs, it ultimately took more than this conventional mode of allegiance to assert the supremacy of his public authority and to rationally convince of the Toyotomi loyalists to switch their personal allegiance from Hideyori.

Thus did Ieyasu embark upon an undertaking that required the Tokugawa bakufu to steer its direction of political engineering towards one radically different from his predecessor. While Hideyoshi used violent conquests and strategies of self-deification to increase his charismatic leadership as a way to coerce regional lords to accept his rule, the Tokugawa bakufu emphasized the enforcement of legal regulations in order to uphold and sustain the collective order of daimyo. For Hideyoshi and his loyalists, the supreme power was manifested in Hideyoshi himself, whose decisions had the pretention of portraying direct will of heaven and the emperor. In contrast, Ieyasu achieved a monopoly of power through a form of government whose directions became subject to external legal order and a council organized by the top echelons of the shogunate.\textsuperscript{41} This transformed the vassalage relationship of the preceding era mediated by thick ties of \textit{tanomi}, a relationship that was developed on an intimate personal basis, into a more inclusive and public feudal relationship that turned the samurai to focus on their organizational duties as bureaucrats by following a formalized procedure of rules. Because compliance with Tokugawa legal codes granted fair and respectful treatment for samurai elites while the law-breakers were punished accordingly, the transition from the regime of force to the regime of rule thus facilitated increased the shogunate’s capacity to enforce control over those powerful lords who would otherwise be recalcitrant and belligerent. This gave rise to the birth of a trustworthy state characterized by


overall cohesion and amity of daimyo, and the positive effects of internal stability and peacetime administration slowly infiltrated into ways trust had been bred and upheld among the large segment of the society.  

Untrustworthy Scoundrels

_Tanomi_ became central to the bakufu administration and permeated down to the lowest rung of stipendiary samurai at the expense of marginalized groups, some of whom came to be branded and abhorred as _burai_, or “untrustworthy men.” In his _Seidan_ (Discourses on Government), Ogyū Sorai (1666-1728) critically ascribed the ongoing decline of public moral to “the disappearance of the sentiments of trustworthiness (_tanomoshiki kokoro_).” Because samurai are now self-interested in thinking and no longer extend their help to one another, master-less _rōnin_ are ubiquitous; some commit crimes [as _kabukimono_ (literally, “grotesque men”)] while others beg on streets as a member of _mushuku_ (literally, “men without lodging”), said Sorai.  

From the viewpoint of the ruling authorities, both _kabukimono_ and _mushuku_ were classless transients of primarily samurai and peasant origin, respectively, who possessed no explicit assigned official duties (_yaku_) defined in the Tokugawa status system. Thus did “untrustworthy men” become their pejorative street name: they had nobody to depend on, and nobody cared enough to depend on them.

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The proliferation of rōnin was prevalent throughout the Tokugawa period. During the medieval period, there were abundant opportunities for low-ranking samurai to feed their appetite for name and honor. These prospects were shuttered as they fell far removed from their master in the tightly stratified bureaucratic order of the new Tokugawa bakufu. Losing their raison d’être, they romanticized seppuku as the ultimate mode of self-expression available to spiritually transcend the ranks of bureaucracy and come in direct service to their master. Arai Hakuseki (1657-1725), however, criticized such act of self-willed death as a barbaric vestige of the past and the fourth shogun Ietsuna deplored that it was utterly pointless. Finally, in 1683, the next shogun Tsunayoshi revised the Codes of Warrior Households to totally ban seppuku. When one committed seppuku, his family was now met with severe penal punishments; his male heir was executed while his land, if any, was confiscated. The bakufu’s contempt expressed part of their effort to promote the transition in the direction of state governance, from the martial arts (bu) to the civil arts (bun) during this period. 44

For these rōnin, an alternative path to seppuku was a formation of brotherhood that came to attain an unofficial social status as kabukimono. In the early eighteenth century, one shogunal official reported that these men “favor[ed] long and short swords with sharp blades, embrace[d] the masculine spirit of samurai-michi (“the way of the samurai”), [were] depended on by people (tanomi), and willingly sacrifice[d] their lives for them.” 45 More than any ordinary samurai, they valued honor, group discipline, and horizontal bonds with each other. Since they recognized their swords as the embodiment of their collective values, the bakufu regulated their use of swords by trying to incorporate them into the rank of townspeople. When this failed, the bakufu increased their monopoly over the swords as samurai’s status symbol and publicly denounced kabukimono

45 As cited in ibid., pp. 146 and 148-149.
as “[illegal] sword-bearers.” Through such a process of marginalization, the bakufu evoked both senses of fear and responsibility among the lower rungs of the samurai in order to keep them dutiful to their service within the institution.

In addition to a number of challenges posed at the center of its political organization, an equally pressing task for the newly established Tokugawa regime was to appease robust peasants who thwarted the previous military ambitions by means of absconding, legal disputes, and armed protests throughout the medieval period. To tighten the control of the general mass and gain the source of state income, the bakufu leaders implemented a diverse array of policies to integrate the populace under the administration of 260-odd daimyo’s domains, which functioned as the local, autonomous states of the overarching governing structure, or bakuhan system. In this scheme of governance, the basic premise of the samurai supremacy primarily rested on their military hegemony as well as the hierarchical principles of status system.

To force the peasants to accept assigned feudal duties and an obligation to pay tax, the bakufu administered strict control on a group of classless beggars called mushuku. The term mushuku first appeared in prints when the bakufu issued a memorandum, entitled On the Settlement of Men Without Lodging (“Mushuku katazuke no koto”) in 1709. The bakufu officials were concerned with the growing size of urban poor in Edo after the crop failure, caused by the eruption of Mt. Fuji two years earlier, had driven peasants to desert their lands and move to the city in search of job opportunities. By law, every individual in Tokugawa society was required to obtain a document of temple transfer that permits him or her to move from his or her native community to a new place. The development of commercial economy, however, drew in waves of peasant

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48 Nam-Lin Hur, Death and Social Order in Tokugawa Japan: Buddhism, Anti-Christianity, and the Danka System
migration to major urban cities around the country where sources of cash income were supplied. As a result, mushuku came to largely consist of such impoverished peasants who could no longer fulfill their tax obligations, absconded their villages, had their names erased from village population registers and therefore lost their status as peasants.

In other instances, there were many peasants living in urban cities as seasonal contract laborers who later became mushuku after absconding from their employers. According to Hayami Akira, who studied the population registers from Nishijō village in Mino dating between 1773 and 1869, nearly 60% of the male population and 48% of the female population left for Kyoto, Nagoya, and Osaka to work as such seasonal contract laborers. While the period of their contract generally spanned over thirteen to fourteen years after they started at the average age of fourteen, the majority of them never returned home: they either died from illness or made minimum wages as day laborers, street peddlers, and entertainers. In Edo, there were almost four hundred brokers who helped connect such transient population with varieties of daily labor. Although the bakufu sought to prevent absconding by imposing a system of joint responsibility on these brokers, as well as guarantors, landlords, and five-man group members per contract laborer, there was an increasing demand for day laborers in the rapidly urbanizing Edo.

Although mushuku were characterized by a lack of assigned official duties, the coinage of the term came to indicate that, “being without status itself became a type of status.” With the 1709 memorandum, the bakufu aspired to group these unregistered transients together and assign them explicit public duties in order to keep them under close surveillance. The memorandum

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ordered that all mushuku must be sent away for their native communities, all criminals to be punished, and the rest to be incorporated into the rank of hinin (“non-persons”).

A group charged with the task to purge mushuku from Edo was “kept” hinin (kakae hinin), who were officially licensed to perform begging, street shows, and other marginal jobs within the purview of the bakufu regulations. Under the command of Danzaemon, the head of kawata (or eta “the filth”), the “kept” hinin routinely rounded up both mushuku and freelance beggars called nobinin (“wild” hinin). They policed the city, questioned street vagrants, and ascribed to them the attributes of hinin status including the tag that marked their group membership. Once mushuku were incorporated into the status of hinin, they suffered from social stigma attached to these outcastes; however, the official privilege given to perform begging made them less vulnerable to the uncertainties of life. From his station in Asakusa, Danzaemon assigned his men with a variety of unsavory jobs available on the margins of society. Kawata worked with animal carcasses and performed jailhouse duties, and hinin tanned the leather for the drums and reins used by the samurai elites.

Both kawata and hinin maintained systematic internal organization and controlled the territories (shokuba) where they performed their duties as well as authorized begging. Mushuku were therefore not only someone who were removed from population registers; they were also secluded from the territorial occupational rights permitted even to the base status of the Tokugawa society. Without a license to beg or receive charities, mushuku were called “untrustworthy men” and became subject to the persecution by hinin and kawata, who were given the official permission

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54 Nakao, Edo no Danzaemon, pp. 97-133.
to defend their interests against illegal begging.\footnote{Abe, \textit{Edo no autorō}, pp. 108-113.} Existence of these untrustworthy men and their socio-political treatment as such instilled an idea in the Tokugawa Japanese that one’s station of life can be improved if his or her trustworthiness increases. The basic mechanism of Tokugawa social hierarchical system was therefore grounded on an underlying fear-ridden mentality, which 	extit{mushuku} provoked and embodied.

**Social Networks of \textit{tanomi}**

Although the bakufu maintained stringent rules to control the masses throughout the Tokugawa period, the peasants wrested a considerable degree of independence from the ruling power by the mid-seventeenth century, both in material and cognitive sense. At the sites of conflicts and tensions, they often manifested their social identity as “honorable peasants” (\textit{onbyakushō}) whose self-confidence hinged on the idea that agriculture was the foundation of Tokugawa socio-economic order.\footnote{See Fukaya, \textit{Hyakushō naritachi}, pp. 16-27.} As a result, the Tokugawa bureaucracy was, as much as the constraints of political power with daimyo conditioned it, shaped by the concerns about self-determined peasants that preoccupied the bakufu leaders in the early years of their rule.

A typical Tokugawa village evolved from self-governed, self-sufficient corporate village known as \textit{sōson}, which first emerged in the rice-growing plains of Kinai region around the late thirteenth century. Its organizational development was propelled by collective tax payment system (\textit{jigeuke}), but the most critical aspect of the corporate identity formation derived from the needs to maintain irrigation works, manage common lands, and supervise the fair use of both water and the
source of agricultural fertilizer in the community. In order to protect such collective interests and properties against the hostility of both their proprietary lords and neighbors, sōson organized a self-government headed by representative members called otona and toshiyori (“elders”), who directed a periodic village assembly and deliberated village codes as well as peacekeeping duties to provide mutual protection. These men, who were selected based on their age, family lineage, and administrative skills, often showed tendency to act in their own interest; however, the tensions within the hierarchical dimensions of village life were generally alleviated by the development of various arrangements, such as village codes. When a certain agreement was reached between villagers and codified in writing, the word sōjū, literally meaning “everyone,” was spelled out to emphasize the village unity.

A well-documented sōson was located in Suganoura of Ōmi where the occupants subsisted primarily by building fisheries near Lake Biwa. Due to their lack of or limited access to arable land, they were integrated under the medieval political system as a privileged occupational group specialized in purveying fish and tung oil as tributes to the imperial house as well as the religious institutions affiliated with the Tendai Buddhist headquarter, Enryakuji. While the people of Suganoura thrived under the dominance and protection of these imperial and religious authorities, they heightened the sense of group membership through the formation of shared economic interests. This eventually united them to claim independence from Ōura, a landed estate (shōen) wherein Suganoura was formerly encompassed, and to encroach on a part of Ōura’s territory in an attempt to overcome their resource scarcity. Because both villages deployed the support of rival religious institutions for legal action against each other, this triggered a formidable territorial dispute that spanned from the thirteenth to the fifteenth century, and as Suganoura came up with their own means to solve problems, it served as a catalyst to grow into corporate sō village.
Suganoura’s corporate identity was best manifested in the promulgation of 1346 edict, which administered the land they arrogated from Ōura as a piece of collective property. After it was divided into equal parcels and allotted evenly among the seventy-two villagers, Suganoura strictly prohibited selling and purchasing its cultivation rights between one another, and the use of penalty—excommunication from the village assembly—was concomitantly specified to preserve the fundamental principle of sō village. This regulatory policy was in fact a defensive mechanism against the turbulent political and economic conditions of the time; by preventing individual bankruptcies, the village protected itself from the consequences that ultimately jeopardize its unity and survival as a group.

At the end of the medieval period, Suganoura issued another set of edicts that indicated the birth of ie consciousness, a notion that closely tied the continuity of individual household (ie) with the stability and overall wellbeing of village life.Conventionally, one’s household assets were expropriated if he was purged or executed as a result of committing an offensive act against the village codes. By permitting the son to inherit the assets or for the exile to return and reclaim his land, the village now had a fixed and controlled membership. The fixed membership allowed Suganoura to develop systems of cooperative labor and levy membership duties on each household, thereby improving the level of social responsibility in each individual member. The rise of such ie consciousness, along with egalitarian values set by Suganoura’s village codes, eventually became the essence of Tokugawa villages. These were further reinforced by sō village’s abilities to use their solidarity to take legal action against the intervention of the estate’s intendants. They also used their village income to win from their proprietary lords a kind of extraterritoriality (jikendan) over their internal affairs.57

57 The works referenced here on Suganoura and sōson include: Ishida Yoshihito, “Gōsonsei no keisei,” in Iwanami kōza Nihon rekishi 8(4), ed. Ienaga Saburō et al (Tokyo: Iwanami shoten, 1963), pp. 35-77; Katsumata Shizuo,
The formative process of Suganoura as a corporate sō village further involved how the villagers defined the territorial space they inhabited. Medieval Japanese imagination for a sense of their world was profoundly influenced by their spatial orientation, which was formed in close affinity with their perception of natural surroundings. According to ethnographic historians, territorial markers such as gates, village halls (sōdō), stone monuments, and temples erected on the border of a medieval village to exorcise evil spirits, epidemics, and other sources of defilement (kegare) created shielded territories called nawabari or kekkai. Within the bounds of these physical contours, villagers bonded spiritually as well as socially. In addition to the effects of extraterritorial rights, social behavior based on shared agreements and esoteric knowledge stemming from local beliefs, customary practices, and calendar of events also functioned as a powerful invisible wall against the outsiders.\(^5^8\) In the case of Suganoura, their tutelary temple, Amidaji, served as a principal territorial marker because of its role as a sanctuary known as kugaidera.\(^5^9\) This realm of kugai—the Western counterpart would be asylum—was characterized by its lack of clearly recognizable owners (muen). A number of sites identified as kugai in medieval Japan such as geographical spaces and natural resources that were unconstrained by political constructs were believed to be the properties of the emperor, buddhas, and kami.\(^6^0\) Within such a sacred realm, village elders formed a tight alliance and held regular consultations on village affairs as equals.

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\(^5^9\) Katsumata, *Ie, mura, ryōshū*, pp. 4-7.

before their tutelary deity. The growth of corporate villages therefore cannot be considered without the centrality of religious life among the medieval Japanese.

When the early Tokugawa leaders first launched a program for integrating the rural mass, they initially found the prior developments of organized village power troublesome. Although the centuries of warfare finally ended, absconding remained rampant and rural unrest precipitated into countless peasant protests around the archipelago. In order to exploit maximum resources for the polity now headed by the shogun, the bakufu officials first sought to disempower the influence of medieval estate lords and reconstitute the foundation of their political authority for the establishment of Tokugawa feudalism. The policies they adopted were originally mandated by Hideyoshi, who utilized a combination of strategies to achieve this goal by way of delimiting the boundaries of peasant rights and territories. The land survey, the Sword Hunt, and the policy on class separation were all intended to clarify the peasants’ obligation to the new feoff and their place in society under the new system of order. Although the peasants were stripped of their rights to participate in state politics, these policies established conditions necessary to develop mutual trust within the villages. As a result of the absence of aristocracy from the villages, the internal affairs of the peasants were kept beyond the control of the samurai. Agricultural production and other developments in the community thus taken at their own initiatives reinforced mutual reliance and bolstered their confidence in each other.

In particular, the land survey created an occasion for the creation of trust as the Tokugawa successors advanced its policy and took vested interest in the expropriation of revenue from agricultural output, alternative goods and services, in order to accommodate the needs of its administrative and military operations. Immediately after the Battle of Sekigahara, the bakufu ordered nationwide land inspection to measure the estimate value of land in terms of its ‘putative’
yield, which was expressed in koku (180 liters) of rice. Two methods of tax assessment were commonly employed for this purpose: the kemi system, under which intendants (daikan) and their administrative assistants assigned tax obligations for that year after estimating the crop yields at the annual harvest time; and the jōmen system, which levied a fixed proportion for a period of years on the basis of preceding rates. In combination with other considerations such as quality of soil, development of irrigation systems, and weather conditions, the tax rate was then calculated per tan (roughly 0.25 acre) of land. As Brown describes, whether one method was more complete than the other entirely depended on an individual’s capacity to afford resources to meet an emergency. Where the jōmen system was used, the villagers could appropriate a surplus for their own consumption in times of good harvest, but a large number of small-income peasants remained prone to severe impoverishment during crop failure. This risk was curtailed under the flexible kemi system as it permitted the officials to adjust the rate downward in times of poor crops. However, it was more likely to deteriorate into bribery, harassment, and violent conflicts since the accuracy was often impaired by the intendant’s disingenuous character during the inspection. In both types of tax procedure, the rulers taxed zealously since the expenses that accrued from alternate attendance were hefty. But all in all, the tax rate was kept within a manageable range in most domains, especially towards the mid-Tokugawa period, because harsh exaction often stifled production, provoked violent confrontations, and toppled the domain’s socio-economic activities.

After the intendants assessed crops, the tax obligations were assigned to each village as a unit, which were then allotted and collected from each household by the village headman. This so-

called murauke collective tax payment system played a vital role in the formation of early modern village. Yet how each of these household units that became subject to taxation was determined and grouped together as a ‘village’ has perplexed both medieval and Tokugawa specialists who were concerned with the historical significance of the land survey. The debate was spearheaded by Araki Moriaki and supported by others, who viewed the land survey as a coercive mechanism imposed to create a permanent tie between an individual peasant and an assigned piece of land. This observation was based on cadastral registers (kenchichō), which listed villagers’ names along with the location, size of landholding (kokudaka), and grades of soil quality of an allotted plot of land. Because people registered on these registers included those of secondary statuses, they contended that each petty peasant was relieved from a slave status under medieval myōshū, who managed a large farm in the manner of a quasi-extended household, into a taxpaying head of a nuclear serf household, so that rulers could squeeze more out of a larger number of household units.63

Although this had been a widespread and persisting view, the demographic historian Hayami Akira discovered that those listed on kenchichō were not always registered on the census registers for corvée labor (ninbetsuchō), indicating that they did not necessarily hold an economically independent status within the village but were simply subordinate members of a large farm household (e.g. second and third sons). This finding led him to conclude that the cadastral registers were the instrument of village border drawing (muragiri): to delineate village boundary by registering information on taxable land in order to generate the revenue demands for each village. According to Hayami, the cultivators’ names inscribed in one straight line on kenchichō signified the fact that the land survey was essentially aimed to deprive shōen lords and

63 Examples include: BAKUHANSEI SHAKAI NO SEIRITSU TO KŌZŌ (Tokyo: Ochanomizu shobō, 1964) and NIHON HÖKEN SHAKAI SEIRITSUSHIRON (Tokyo: Iwanami shoten, 1984); Miyagawa Mitsuru, TAIKŌ KENCHI RON (Tokyo: Ochanomizu shobō, 1959); Gotō Yōichi, KINSEI SONRAKU NO SHAKAISHITeki KENKYŪ (Hiroshima: Keisuisha, 1982); and Sasaki Junnosuke, BAKUHAN KENRYOKU NO KISO KŌZŌ (Tokyo: Ochanomizu shobō, 1964).
the locally powerful (e.g. dogō) of their holdings, redistribute the tenurial rights for daimyo as fiefs, and instate a direct and simplified ruler-subject relationship between daimyo (or their appointed vassals) and the peasantry. Its historical significance thereby entailed eliminating convoluted and multi-layered patterns of landownership of the medieval period and establishing the foundations of the new Tokugawa feudalism. And to this end, the villagers were forcefully grouped together without any considerations for their ongoing conduct of life.64

By emphasizing the land survey as a device for state-level control primarily concerned with enfeoffment and regimentation of taxable land, Hayami’s argument rejected those who viewed what is certified as a ‘village’ on the cadastral registers reflected preexisting domains of agricultural activities.65 Indeed, in many instances, an official village was comprised of multiple communes whose members did not have association with each other previously.66 In others, people crossed the border to cultivate their fields that were now located within the precincts of neighboring villages.67

In support of these evidences, Mizumoto Kunihiko agreed that the project of village border drawing was performed with specific focus on land and administrative expediency, taking into little account how the occupants had actually lived, worked, and shaped their group identity around the sense of space they defined themselves. This did not represent the bakufu’s indifference

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64 Hayami Akira, Kinsei shoki no kenchō to nōmin (Tokyo: Chisen shokan, 2009), pp. 8-11, 17-18 and especially 133-169. Also, for a similar argument, see Wakita Osamu, “The Kokudaka System: A Device for Unification,” Journal of Japanese Studies 1, no. 2 (Spring, 1975): 297-320. Also note that in another view proposed by Philip C. Brown, the direct impact of the Center-led land survey is denied in toto, arguing that the land tenure practices were much more diverse and substantially controlled by corporate decisions than were previously understood. See Philip C. Brown, “State, Cultivator, Land: Determination of Land Tenures in Early Modern Japan Reconsidered,” The Journal of Asian Studies 56, no. 2 (May, 1997): 421-444.

65 Tokugawa historians often appropriate kanji for the politically certified village and katakana for the village as run by the occupants over many centuries.


towards peasants but part of a scheme to squeeze the maximum profit out of the peasantry through disbanding the basis of corporate  sơ solidarity, obviating  ikki alliances, and realigning them under the superintendence of daimyo. However, Mizumoto argued that a proliferation of territorial disputes in the early Tokugawa villages manifested a nascent dissonance between the new impositions by the bakufu and the ways the peasants lived over the past centuries. Although the officials tried to mediate in these disputes, the villagers increasingly defied the boundaries set by the political reinforcement or compensated the disputed territory with inter-mural arrangements such as common lands. As a result, the bakufu gradually turned their attention to exploring a more cost effective mechanism to govern the rural mass.

Especially when the Kan’ei Famine struck most of Honshū between 1640 and 1643, the bakufu was urged to rethink their general approaches on the peasantry. The crop failure provoked peasants to abandon their fields, rise in armed insurgencies, or flood the urban cities as beggars, vagabonds, day laborers, and prostitutes. In the early years of the Tokugawa rule, daimyo domains had to furnish the central bakufu with services and financial obligations to aid the state’s infrastructural projects. This exacerbated the famine as heavy exploitation had chronically affected and drained the peasants. Under the impact of such economic hardship, some of the small-income peasants lost their autonomous status within their village and became reabsorbed into large farm household owners. This undermined the bakufu’s initial scheme: the officials could not secure their tax base on an increased number of household units. Combined with soaring rice prices that stirred political and social unrest, this compelled the shogun Iemitsu to order all rungs of samurai and intendants in particular to adopt a propitiatory attitude towards the peasantry known as  bumin. Under this notion, relief measures were implemented to ensure the perpetuity of each

68 Ibid., pp. 144-153 and 168-173.
peasant household, among which included the famous preventive action against one’s accumulation of wealth through imposing restrictions on the selling and buying of farms.\(^7\) By extension of the meaning of *bumin*, a series of edicts issued during the famine consequently conceded the villagers to preserve their ability to run their own affairs and promoted mutual help and cooperation to further this ability for the benefit of efficient bakufu control and administration.

Notable among those edicts was an ordinance promulgated on the eighth month of 1642. It granted small-income peasants who were devoid of entitlements a participatory right to discuss how an assigned tax obligation should be apportioned between their households.\(^7\) In a typical mode of tax payment procedure, incumbent intendants visited each village before harvest, assessed crops, and assigned a tax obligation to the village as a unit. After their reports were delivered to the treasury office where the tax rate was computed, the intendants issued a notice, namely *nengu waritsukechō* (“yearly tax rate letter”), which provided the results of assessment along with a payment deadline and the total dues levied on each village. Based on this notice received, the village headman then produced *nengu kowarichō* (“records of prorated tax”), accounts that recorded a prorated tax burden for each household based on individual landholding. Each peasant mainly paid his dues in forms of rice and cash over three installments, either by delivering them to the intendant’s office where he received a stamped passport at the end of each installment or by depositing them to the intendant’s delegate who issued a receipt as a proof of payment. If any peasants failed to pay his share of dues, the entire village incurred extremely heavy punishments; in Kokura and Kagoshima domains in Kyushu, the overlords imprisoned the peasant in question.

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\(^7\) This code, namely *denpata etai baibai kinshirei*, first appeared in 1643. “Oboe” and “Domin shio ki jōjō” from “Gotōke rejiō 23,” in *Kinsei hōsei shiryō sōsho* 2, ed. Ishii Ryōsuke (Tokyo: Kōbundō shobō, 1939), pp. 154-155. The same injunction can be found in *Tokugawa kinreiō 5*. The violators were imprisoned, and when they died this punishment was passed down to their sons. See “Denpata etai uri oshioki,” in *Tokugawa kinreiō 5*, pp. 157-158.

\(^{71}\) “Oboe,” in *Tokugawa kinreiō 5*, p. 155.
held his family members in pledge, or detained the village headman as a hostage until the money was arranged at all cost. In a different domain, even marriage was prohibited unless their social obligations as peasants were fulfilled. When the village finally met its tax demand as a whole, a signed warrant was conferred by the intendant.\textsuperscript{72}

The village headman played an important role throughout this process of \textit{murauke} system and in a wide variety of village affairs. His position was therefore one of ambiguity, resulting from an inherent tension between his social duties as a minor bureaucrat and domestic pressures to work for the collective interest of his fellow villagers. Although the voting system gradually spread around Tokugawa Japan (except for some places in western Japan where the position remained hereditary), wealth and privileged family background still determined people’s vote, allowing the headman to enjoy continued reputation, emolument, as well as partial tax exemption from his proprietary lord. This very tension explains why half of the Tokugawa protests were caused as a result of villagers’ grievance towards headmen who often grew imperious, while the other half were led by the headmen themselves to resist tax and labor impositions by domain officials.\textsuperscript{73}

Within the context of such contesting nature of village leadership, the 1642 ordinance suggested a change in the bakufu’s expectations about the headman’s directorial role. After both cadastral registers and the process of village border drawing created officially certified ‘villages’ around Tokugawa Japan, the bakufu sought to utilize the headman’s influence on local villagers for imposing direct control on the rural mass. As a minor bureaucrat, his important official duties included transmission of bakufu and domain policies, in addition to exercising full authority to apportion the assigned tax burden among peasant households. With this ordinance, which now

\textsuperscript{72} For a comprehensive work on this tax payment procedure, see Kodama Kōta, \textit{Kinsei nōmin seikatsu} (Tokyo: Yohsikawa kōbunkan, 2006), pp. 42-58 and 74-83.

conceded both landholding and small-income, non-titled peasants shared right to do so, however, the bakufu limited its control on villages and acknowledged the villagers’ vested ability to manage their own affairs as a group.

After more peasants were given participatory rights in village politics, the headman’s role became less enmeshed in the bakufu’s political system. He no longer received tax exemption privileges from his overlord, his stipends were now paid from village income, and his administrative responsibilities were shared and closely supervised by toshiyori (or kumigashira) and a new position of hyakushōdai created by the intra-mural agreements for the monitoring purpose. With the authorities now withholding their intervention in the village internal affairs, the headman was required to submit detailed reports on village life and administration.74 Like cadastral registers, this so-called mura meisaičō (“village record”) listed grades of soil quality along with an assessed tax base, in addition to other basic information including the number of households, villagers, and cattle. A village map indicating the location of farms, irrigation canals, common lands and others was also submitted together whenever the intendants were newly assigned or it was required for settling inter-village disputes.75

All of these developments were introduced in the 1640s as a way to permit villagers more control on how they shape and manage their community, which ran counter to the bakufu’s initial ideal that such horizontal alliances of sō and ikki should be suppressed through regulation of land and its use. The authorities did continue to impose strict control on diverse aspects of peasant life, of course, ranging from what they should eat to how they should dress themselves. But these new political incentives were tied with the bakufu’s pragmatic intention to reduce its own emotional

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74 Mizumoto, Kinsei no murashakai to kokka, p. 174.
75 Ōishi, Jikata hanreiroku, pp. 87-88.
cost and financial responsibilities in the face of famine, economic recession, and ensuing
dissension against the government.

As a result, the authorities increasingly propagated the rhetoric essential to foster trust and
cooperation through a series of memoranda issued between 1642 and 1643.\textsuperscript{76} The following two clauses addressed intendants in Kanto and Kamigata regions to counsel the villagers on the
importance of mutual help:

\begin{quote}
If an unmarried peasant falls ill, has no one to help him, and cannot cultivate, tell the villagers to help each other for the sake of the whole village (seventh month of 1642).\textsuperscript{77}
\end{quote}

\begin{quote}
If an unmarried peasant falls ill and is unable to cultivate, tell the villagers to help one another as a group so that taxes can be paid and collected (eighth month of 1642).\textsuperscript{78}
\end{quote}

In 1643, the bakufu promulgated a set of injunctions that elucidated the peasant codes of behavior
over seventeen articles. The importance of mutual help was reiterated in one clause, while the
supervisory role of a five-man group emphasized herein further reinforced group responsibility as
the ideal mode of village administration.\textsuperscript{79}

\begin{quote}
Make sure that all unmarried peasants are trouble-free. If any of them is unable to cultivate, instruct the entire village, not to mention the members of the five-man group he belongs, to help him so that his farm is maintained and tax is paid (third month of 1643).\textsuperscript{80}
\end{quote}

\textsuperscript{76} Mizumoto, \textit{Kinsei no murashakai to kokka}, pp. 174-175 and Kikuchi, \textit{Kinsei no kikin}, pp. 31-35.
\textsuperscript{77} “Oboe” from Gotôke reijō 32 in \textit{Kinsei hōsei shiryō sōsho} 2, p. 233.
\textsuperscript{78} “Oboe” in \textit{Tokugawa kinreiikō} 5, p. 155.
\textsuperscript{79} The system of a five-man group had been developed in the mid-Kan’ei period. See “Oboe” from Gotôke reijō 23 in \textit{Kinsei hōsei shiryō sōsho} 2, pp. 153-154. Also, Mizumoto, \textit{Kinsei no murashakai to kokka}, p. 174.
\textsuperscript{80} “Domin shioki jōjō” from Gotôke reijō 23, \textit{Kinsei hōsei shiryō sōsho} 2, pp. 154-155.
As shown below, similar rules were also compiled in Tokugawa codes, indicating the bakufu’s eagerness to keep the villagers in place through mutual help:

If an unmarried peasant falls sick or a peasant cannot farm due to lack of hands, instruct the whole village to help one another until the time of tax payment…If a peasant leaves for another location while causing trouble on the entire village, he must be punished (eighth month of 1643).  

This last clause suggests that the bakufu strongly encouraged the villagers to tend to their own matters and comply with their official duties. Because the famine caused hundreds of mushuku to crowd Edo, crimes to run riot, and public morals to decline, the bakufu repeatedly ordered background check on these outsiders and purged them back to their home villages. Against the backdrop of such pressing social problems, there were increased pressures on daimyo to impose tight control on the mobility of people. The Tsu domain in Ise, for instance, decreed that every beggar should be fed and cared for by the whole village so that even a single peasant would not have to abscond to a different county. An increasing need for the daimyo to rely on villagers’ self-governing power was closely tied with the problem of their public reputation.

As a consequence, the dire results of the disaster conversely disseminated the social rhetoric of mutual help and cooperation, increased the level of group responsibility, and fostered the sense of trust among villagers around Tokugawa Japan. As the authorities refrained from intruding into the private aspects of peasants’ daily life, they justified this political decision in the

81 “Gōson ofure: oboe” in Tokugawa kinreikō 5, p. 159.
82 As cited in Kikuchi, Kinsei no kikin, p. 45.
famous dictum writing: “Once he pays off the yearly tax, being a peasant is a rather painless job.”

Benevolent Rule as a Norm of Reciprocity

Propelled by the urgency of the famine, bakufu and domain officials gave peasants more control on how they managed their local community and policy. Free from both aristocratic interventions of everyday control as well as the perils of the samurai warfare, the peasants of the Tokugawa times devised a variety of long-term arrangements that broadened the pre-existing social networks of trust. For instance, they developed mutual-aid practices, like a Japanese-type rotating credit association known as tanomoshi kō, which represented the presence of a substantial amount of horizontal trust within their villages. A record of financial assets left by a village headman in Tanba reveals that as early as the late sixteenth century more than one association was co-organized within a single village. Acting the role of the parent, the headman loaned money and rice to a group of landed peasants, while a different loan system dealing with plant seeds was made available for others in lower socio-economic standings.

From the game theoretic point of view, rotating credit associations violate the logic of collective action since all participants fully recognize that they cannot preclude the risk of default endemic to the operation of these associations: the risk results as soon as one member decides to defect once he has had his turn at receiving the pot. In communities where such loan systems flourish, however, the dilemmas of collective action are overcome by strong norms and dense

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83 “Shokoku gōson e ōeida saru,” in Tokugawa kinrei kō 5, p. 164. This is also famously known as keian no ofuregaki.
84 Fujiki Hisashi, Sengoku shakaishi ron (Tokyo: Tokyo daigaku shuppankai, 1974), pp. 31-33.
networks of reciprocal engagement that contribute to minimizing the risk of default.\textsuperscript{85} Clifford Geertz, who studied the traditional patterns of Javanese rotating credit associations, called \textit{arisan} (meaning “cooperative endeavor” or “mutual help”), reported that they do not necessarily illustrate “a general spirit of cooperativeness” within the group, but “…cooperation is founded on a very lively sense of the mutual value to the participants of such cooperation, not on a general ethic of the unity of all men or on an organic view of society which takes the group as a primary and the individual as secondary.”\textsuperscript{86}

In addition to the exchange of capital and consumption goods, norms of reciprocity were drawn on multiple sources in Tokugawa villages, including labor exchange practices (e.g. \textit{yui kō} and \textit{moyai kō}) and joint landholding system known as \textit{warichi}. Since the Japanese-type rotating credit association was a religious and social function as well as economic one, the bakufu found it threatening and eventually outlawed it. Although its formation was largely intended to husband resources for emergency crises such as famines and earthquakes, group gatherings and acquisition of sudden wealth by an individual were essentially deemed dangerous. Regardless of this, various forms of \textit{kō} remained deeply entrenched as an essential mode of self-governance beyond the purview of systematized control and attention by the ruling class.\textsuperscript{87} Its success was premised on realization that the village was run by a fixed membership independent from aristocratic intervention, which made it possible for people to commit to long-term contracts.\textsuperscript{88}

\begin{thebibliography}{99}
\bibitem{Geertz} Clifford Geertz, “The Rotating Credit Association: A ‘Middle Rung’ in Development,” \textit{Economic Development and Cultural Change} 10, no. 3 (April 1962): 243-244. Geertz’s discussions are also referenced in Putman’s work.
\bibitem{Najita} Villagers sometimes exchanged recorded agreements on their mutual decision to continue \textit{tanomoshi kō} hidden from the bakufu officials. Mizumoto, \textit{Kinsei no murashakai to kokka}, pp. 170-171.
\end{thebibliography}
In the absence of political aid to authenticate agreements in courts of law, villagers were able to endow their kō with integrity, legitimacy, and moral binding due to, as Tetsuo Najita put it, “a shared organizational consciousness.”\(^{89}\) The first element shaping this consciousness was the absolute power of religious devotion and faith. The term mujin kō, a variant name for tanomoshi kō, refers to “inexhaustible” or “unlimited” compassion and is tied with Buddhist ethics. Since the term kō means “lecture,” as in instructions on Buddhist sutras given at temples (or sometimes Shinto shrines), the religious overtones of such compound word yielded the sense of divine sanction to people engaged in a contract.\(^{90}\) Another element that allowed for cooperative interaction within kō, according to Najita, was people’s deep-seated fear of famine. The fluctuating price of rice and the bakufu’s incompetence to control this whim of money economy made famine both periodic and inevitable course of event. To take matters of this fate into their own hands, the peasants established contract cooperatives like tanomoshi kō based on an embedded “powerful action ethic” which they developed around their conception of “nature as life and life only.”\(^{91}\)

Underlying these kō associations and other reciprocal practices were strategies of participant members who aspired to seize certitude of their lives amid uncertainty of agrarian world. In coping with the everyday flux of nature, economic fluctuations, and political pressures, as Najita wrote, “the mathematics of accuracy in determining contract, credit, profit, and saving

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\(^{89}\) Ibid., p. 73.

\(^{90}\) Ibid.

\(^{91}\) Ibid., pp. 67, 70-71 and 83-88. For a general historiography on the conventional scholarship on tanomoshi-kō, see Miura Keiichi, Chūsei minshū seikatsu no kenkyū (Tokyo: Shibunkaku shuppan, 1981), pp. 305-328. The sentiment of tanomi was in fact so engrained in the lives and mentality of ordinary Japanese that this mutual-aid credit system survives in immigrant Japanese communities in South America today, serving to defend their communal interests against racial discrimination. Such continuing vitality of tanomoshi-kō in contemporary time suggests that early modern social relations were profoundly grounded on this tanomi of ancient folk and spiritual origin, rather than the discourses on neo-Confucian ideology emphasized in conventional scholarships. For works on the role of kō in the contemporary period, see Ayumi Takenaka, “The Japanese in Peru: History of Immigration, Settlement, and Racialization,” Latin American Perspectives 31, no. 3 (May 2004): 86 and Paul R. Spickard, Japanese Americans: The Formation and Transformations of an Ethnic Group (New York: Twayne Publishers, 1996), pp. 18, 44-45. It also survives in rural Japan (e.g. Okinawa), Korea (kye) and Taiwan (hua).
had special importance,” and this “[e]xactitude with numbers was…crucial to maintaining a trust relationship, as in a mutual insurance cooperative (referring to varieties of kō) that addressed village emergencies.” He further noted, “…without accuracy there could be no trust.”92 The murmuke tax payment system and the general bakufu policies on the peasantry, which required villagers to present written village information or permitted to have a large degree of control over the management of their own collective income and properties, combined to increase a certain level of proficiency and understanding in numerical precision, thereby leading to a substantial accumulation of trust. As held by some theorists, social capital such as trust is regarded as one form of “‘moral resources’….whose supply increases rather than decreases through use and which become depleted if not used.”93 An accumulation of reciprocal actions and behavior therefore bolsters mutual confidence among the participants to commit to voluntary cooperation and to “a continuing relationship of exchange that is at any given time unrequited or imbalanced, but that involves mutual expectations that a benefit granted now should be repaid in the future.”94

So strong were these norms of reciprocity among the peasants that even the tax paid to their overlords was essentially considered to be one of the many forms of reciprocal practices, rather than a consequence of coercive enforcement. The sense of indebtedness one held towards the state has been linked with divine offerings from which the ancient tax system evolved,95 the implementation of state-sponsored loan system (kusui),96 as well as the development of the

92 Najita, Ordinary Economies in Japan, p. 29.
94 Putnam, ibid, p. 172. This kind of reciprocity is called “generalized” (or “diffuse”) reciprocity, as opposed to “balanced” (or “specific”) reciprocity that refers to “a simultaneous exchange of items of equivalent value, as when office-mates exchange holiday gifts of legislators’ log-roll.”
notions of covenant and benevolent rule (*jinsei*), which instilled in the peasants the custodian duties of the state.\(^{97}\)

The benevolent rule embodied the idealized reciprocal relationship between the bakufu and its subjects. Capitalizing on the norms of reciprocity established in rural villages, the bakufu extended the full-bodied language of public authority beyond its vassals to include the class of peasants. In official manuals and stipulations, the peasants were described as “the people of the realm” (*tenka no tami*) or “the peasants of the public authority” (*kōgi hyakushō*) who are temporarily entrusted by the will of heaven to cultivate the lands for the noble cause of supplying food for the entire population of Japan.\(^{98}\)

Through these moral instructions the bakufu emancipated peasants from being liable to the arbitrary rule of the elite samurai (including the shogun himself) as their private properties, thereby safeguarding the source of state income against the chance of peasant absconding. The emancipation also benefited peasants by increasing their chance of preserving their household names, assets, and occupations. This bestowed a new but enduring epistemology on them that defined their place and relationship to the other classes in the society. They increasingly perceived themselves as “honorable peasants” (*onbyakushō*) whose well-being takes precedence to the well-being of the other populations of the realm.\(^{99}\) This logic shaped their discourses when confronting the increase in tax and labor burdens that would potentially interfere with the everyday business of agricultural production and household operation. Deploying such rhetoric as benevolent rule and amnesty (*osukui*) for the legitimation of peasant protests, peasants typically demanded the

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\(^{98}\) As cited in Fukaya, *Hyakushō naritachi*, pp. 20-23.

\(^{99}\) Ibid., pp. 24-27.
normalization of tax rates rather than the complete rejection of tax paying responsibilities, calling the ruling officials to stand by their social obligations defined by their mutually productive social exchange of guardianship and service.

A high degree of social receptiveness to this novel, neo-Confucian discourse of benevolent rule was undeniably connected with its cultural antecedent, *tanomi*, which preceded its emergence by many centuries. Long before the bakufu adapted *tanomi no sekku* into its inaugural ceremony, it had a special meaning in the world of peasants and for the development of their communities into corporate villages. The ceremony originated as a ritual of religious import in peasant communities during which they dedicated ears of rice to Shinto deities as a gesture of their gratitude for plentiful harvest (*tanomi* here referred to “fruits of the fields”; characters used for *ta* and *mi* were “fields” and “fruits”, respectively). This was practiced on the first day of the eighth month each year—the same day that purportedly marked the ‘official’ beginning of Ieyasu’s rule in Edo.¹⁰⁰ From the onset of its rule, a new system of domination by the Tokugawa bakufu was therefore consciously constructed against the backdrop of pre-existing interpersonal connections stemming from the peasant community where *tanomi* had been upheld as a social norm of vital importance. For this very idea of *tanomi* that constituted the basic fabric of the peasant society, the embracive and potent rule of the Tokugawa bakufu was buttressed and held together as a coherent system.

Conclusion

One dimension of the Tokugawa domination was constructed on the moral foundations underlying the reciprocal relationship of exchange between the shogunate and the peasantry. Norms of reciprocity shaping such a structure of their relationship were positively influenced by the decline of violence. By creating a social environment conducive for peasants to enter into such long-term arrangements as mutual help practices, the pre-existing village networks of *tanomi* evolved to an extent that presented opportunities for the bakufu. Although these networks were initially seen as threatening and therefore justified the tight control by the ruling officials, the severities of famine and peasant resistance eventually led the bakufu to connect what peasants do with direct service to the public authority, thereby adopting the benevolent rule as a general attitude toward them. This moral rhetoric helped minimize the risk of confrontations and incentivized peasants to accept their assigned feudal duties. In exchange for accepting those social expectations, peasants equally expected their ruling authorities to act upon the ideal of benevolent rule. The two mechanisms that kept such a relationship of exchange in place were Tokugawa officials’ fear of peasant uprisings and peasants’ fear of suffering the social stigma and marginalization as “untrustworthy men.”
CHAPTER TWO

Trust and Non-Immediate Reciprocity:
Definitions and Properties of tanomi

Introduction

During the late seventeenth century, Kauchiya Kasei (1636-1713), a village headman in Kawachi, wrote a maxim in which he sought to inculcate the value of tanomi in his children and fellow villagers. Kasei’s invocation for the importance of tanomi stemmed from a belief that one’s economic subsistence as a farmer depended profoundly on his service within the society as well as the capacities of the ruling samurai to ensure the performance of his duty:

A retainer trusts his master; the master trusts his retainer. A child trusts his parents and the parents trust their child. A woman trusts a man and a man trusts a woman. This is what brothers and friends do as well. People trust each other. Without trust, there is no society. If that trust does not spring from one’s heart, nothing gets done. Trust is the source of all things. One must follow trust. 101

Because the collective order of the village was not upheld by kinship but on the basis of shared agreements, properties, and labor practices, Kasei added that his fellow villagers were more liable for sustaining his own household than any kins living afar. He even went beyond to embrace a

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worldview that envisaged the entire world as an ever-growing community of interpersonal trust, which he believed to be developed by people engaged in trade and commerce.  

Despite his enthusiasm for the significance of interpersonal trust, however, Kasei distinguished trust from dependence by recommending abstention from practicing “excessive trust,” claiming that one’s survival as a societal being is determined by his ability to measure an appropriate proportion of trustworthy behavior for any given circumstance. He warned that even an affluent farmer like himself should never casually agree to a request for the sake of its virtue; without any experience in the skillful art of social interactions, one’s reputation and that of his client could face jeopardy. For the entire village to subsist over a long period of time, tanomi must be controlled and balanced in a form of “mutual perseverance,” said Kasei.

For peasants during the Tokugawa period, tanomi had a profound meaning in their lives. Agreements spelled out on tanomi shōmon were not upheld in courts of law, but instead hinged on truthfulness, social honor, and commitments to one another. Especially within a small, close-knit community in the countryside, an individual could run the risk of losing his or her face, assets, and title from mistrusting the others. Despite such a potential risk, however, early Tokugawa society witnessed villagers willingly entering into the written promises and placing their faith in the goodwill of the others. So, if tanomi was the nub of social relationships, what was tanomi?

Of particular interest here is a series of written agreements from the beginning of the Tokugawa period. As shown below, the key element that interlocked villagers in a mutual agreement was the emphasis on makase (“dependence”) as well as tanomi. Because these documents were crafted in a form of bond (shōmon) containing the names of both the truster (the

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102 Ibid., pp. 74-75 and 341.
author/sender) and the trustee (the addressee/recipient), they were arguably connected to the development of *tanomi shōmon*. During their early stage, however, the effects of divine oaths gave an added reinforcement to the mutual agreement between the two parties.104

1) *tanomi + divine vow (shinmon/batsubun)*105

Thanks to the mediation by the headmen of Kamigō, we [the villagers of Hashiramoto] were able to reclaim the fifty bushels of rice from you. When the bakufu’s intendants learned about this, they offered you twenty bushels of rice as a relief. We do not have any intentions to dispute [those twenty bushels of rice]. If someone voices any objections, you may use your discretion and take away the rice in question. Now that we agree to place mutual faith in each other, we plan to stand by the promise as long as the entire villagers trust you [with the position of headman] (*nochinochi made kiden sōjū yori tanomi mōshī sōrō aida*). If there is any breach of this agreement, each of us will not have nenbutsu chanted at the last moment of our lives.

Keichō 14 (1609) Twenty Seventh Day of Third Month

Sukeemon (signature)
Hikoemon (signature)
Genbee (signature)
[five other villagers]

*shōya* Jin’emon
Jōkaku
Entan
Mosuke


2) *makase* + divine vow

**A List of Agreements by Hashiramoto Villagers**

Item: Wherever we are, we will not voice objection however you handle the tax calculations.
Item: If we are questioned about the tax rate by the public authority, we will answer according to the notice received from the intendant.
Item: While we **depend on** (*kiden e makase mōshi sōrō aida*) you with this position of village headman, we will know **no distrust** (*isshin fushin sukoshi no gozanaku sōrō*). If anyone wishes to file an official complaint, he will first consult with the headman and the council of elders.

If anyone acts against this agreement, he shall suffer leprosy and left dead without having *nenbutsu* chanted at the last moment of his life. He shall sink to the bottom of Avici Hell in the afterlife and find nowhere to rest his soul. We hereby submit this divine oath.

Keichō 14 (1609) Forth Day of Twelfth Month

Hikoemon (signature)
Sukeemon (signature)
Genbee (Signature)
[eighteen other villagers]

Jin’emon

3) *makase* + *tanomi* + divine vow

We hereby declare. As long as we **depend on** (*kiden e makase mōshi sōrō aida*) with the tasks involving the computation of tax rates and other related calculations, we **trust** that you will handle the business of this place as you see fit (*ikayōnimo zaisho no shimatsu tanomi mōshi sōrō*). There are different kinds of people living here and therefore some might bad-mouth things, but now [that we are bound to this agreement] we will not align our hearts (*dōshin*) with those kinds of people under any circumstances. We **trust** in your abilities (*gosaikaku tanomi mōshi sōrō*) to accommodate our needs and wants. We may speak [with Mr. Intendant] about the tax rate we will be assigned year to year, but we will promise you not to consult any other matters with him outside of your knowledge. If we voice any objection to this agreement in the future, we **will suffer the punishments of kami and buddhas**. We hereby swear.

Keichō 15 (1610) Fifth Day of Eleventh Month

Shōemon (signature)
Jirōzaemon (signature)
[four other villagers and the rest missing]

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106 Ibid.
107 Ibid.
The one who first recognized the novelty of these documents above was Mizumoto Kunihiko. In his study on early Tokugawa village disturbances, Mizumoto paid a particularly close attention to the words *makase* and *tanomi* and ascribed those strategic choices to an attempt by the so-called ‘smallholder peasants’ (*kobyakushō*) to demand participation in village politics, thereby interpreting these written promises as a new category of documents (“the letters of authorization/powers of attorney,” or *ininjō*), ones that suggest an important departure from the medieval-period “divine oaths” (*kishōmon*). Building on Mizumoto’s argument, Shirakawabe also regarded these documents as early forms of *tanomi shōmon* and analyzed them in conjunction with a shift in the power relations between the village headman and the others on the low social strata in their village. Whether one identifies a correlation between the confident and assertive tone of the documents and the movements by the smallholder peasants to raise their status commensurate with village elites, however, tends to reflect the ideological stands of the historians (e.g. Marxist view of social order). Before debating the role and the nature of *tanomi shōmon*, it will be helpful to examine dictionary-type definitions of both *makase* and *tanomi* to grapple with the most basic properties and understand why Tokugawa villagers came to refer to the written agreements about their delegates as *tanomi shōmon*, as opposed to other alternatives (e.g. *makase shōmon*). The examination leads me to argue that *tanomi* referred to the notion of confidence in non-immediate reciprocal action. While such finding in this endeavor helps set up a groundwork for my examination on the origin and nature of *tanomi shōmon* in the following chapter, the answer to the question about villagers’ conscious decisions associated with the avoidance of *makase* and

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108 Mizumoto, *Kinsei no murashakai to kokka*, pp. 128-129.
their preference for tanomi will present a compelling case why trust might be a sound translation for tanomi.

**Dependence and makase**

Throughout Tokugawa period, the word makase continued to appear sporadically in tanomi shōmon. In 1774 when sixty-four members of Oshikiji village placed trust in the abilities of five men to handle the job of receiving the officials from the Magistrate’s Office who were visiting the village for land assessment and inspection, they wrote as follows: “the entire membership of this corporate sō village will choose to place trust in you. We all trust you and depend on you (ichidō uchi makase aitanomi) with matters ranging from welcoming the Magistrate’s officials to adding [the new revisions to] the village map and account books [upon the completion of their inspection].”

In another instance, a document addressed itself as the Note of makase as well as the Note of tanomi. It was produced by the headmen from the sixteen villages in Settsu who appointed selected representatives to submit a written plea for an official mediation in their conflict with the merchants who arbitrarily increased the cost of nightsoil. Entitled as “On the Note of makase (1842),” the latter half of the document stated as follows:

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111 See “On the Note (一札之事; 1774)” in Nyūkawa sonshi shiryō 1, eds. Nyūkawa soshi henshū iinkai (Gifu: Nyūkawamura, 1997), p. 516. Another tanomi shōmon produced in 1868 similarly contained both words: “We place trust (tanomi) in the three men named Shishichi, Yasuke, and Izaemon as our representatives. As we rely on (makase) your judgment and discretion, we will prorate the costs among us and offer the necessary expenses to you no matter how much they may be. For our future proof, we hereby state that this document, which contains our group signatures, has no falsehood.” See “On the Note Being Submitted (差出申札之事; 1868)” in Yamanobe chōshi shiryo shū, eds. Yamanobe chōshi hensan iinkai (Yamagata: Yamanobe chō kyōiku iinkai, 2003), p. 150.

112 See “On the Note of makase (任一札之事; 1842),” in Amagasaki shishi 6, ed. Okamoto Jōshin et al. (Amagasaki: Amagasaki shi, 1977), pp. 42-43. Another document from 1863, which addressed itself as the Note of makase,
The increased cost of nightsoil has been making the lives of the peasants in these villages difficult so we wish to submit our written plea. Since we do not want to crowd [the Magistrate’s Office], we place trust in each of you so that you deliver the plea on our behalf. No matter how much the travel expenses cost us, we will not voice any objections. We hereby submit this Note of tanomi (tanomi issatsu) containing each of our signature.

A crucial element that sets makase and tanomi apart is whether or not one expects reciprocal commitment from the person he or she relies upon. The former is generally used in contexts where an individual leaves matters in someone’s charge, and the underlying assumption here is that the trustee will occupy a superior position, seizing complete control and freedom over his or her assigned responsibilities without any sense of obligation for commitment-meeting. In Tosa Nikki, Ki no Tsurayuki “left all concerns about the weather to the heart of the steersman (kajitori no kokoro ni makasetsu)” in Heike monogatari, Minamoto Yoshinaka vowed to defeat the Taira family by leaving his fate to Heaven: “I will leave my fate to the Way of Heaven and sacrifice this body for the country (un tendō ni makasete)” in Genji monogatari’s “Takekawa,” Lesser Captain was tormented by his unrequited longing for Tamakazura’s older daughter who was about to be married off to Retired Emperor Reizei. Desperate for some consolation, he went off to see his friend Chūjō, an attendant who serves his love interest, and threw himself on her sympathy in the following poem of protest: “Take pity on me, then, and let me freely/Make the move I wish, for I have reached the stage/In this game where life and death is in your hands (iki shini o kimini makasuru wagami to naraba)” Although Lesser Captain dreams of a sympathetic

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113 Tosa Nikki, see January 9.
114 See Heikemonogatari 7.
sentiment, he knows he cannot expect one. In a subsequent poem of complaint he sent to Tamakazura, Lesser Captain used the word *makase* to grieve about his inability to seize the control of his destiny in the world of impermanence: “Because death will come to the living world/Regardless of our wishes (ikera yono shiniwa kokoro ni makaseneba), I will die/Never hearing you utter that one word [of pity].”\(^\text{116}\) In these instances from the ancient and medieval fictions, the word *makase* often implied one’s act of relinquishing himself to another individual or an entity external to himself, and such self-sacrificial form of reliance did not generally expect reciprocal commitments.

Since the word *makase* was often bound with a sense of resignation begotten in the transient world, it was also used to describe unexplainable human experiences that resulted by the force of nature or other sources that commanded transcendent power beyond one’s free will and rational reasoning. When Princess Kaguya in *Taketori monogatari* inquired how the jeweled branch was brought back from the paradise Hōrai, Prince Kuramochi remarked that he was led to the mythical mountain when he “let the ship be carried ahead at the mercy of the uncertain winds (*munashiki kaze ni makasete*)” or by “letting the ship wander as it pleased (*fune no yuku ni makasete*).”\(^\text{117}\) A warrior in *Taiheiki* wanders the land “as his feet take him (*ashi ni makasete*).”\(^\text{118}\) And a man who “spews forth whatever nonsense comes out of his mouth (*kuchi ni makasete iichirasuwa*)” is subject to ridicule and admonition in Yoshida Kenkō’s *Tsurezuregusa*.\(^\text{119}\) Therefore, whether it was the female intermediary between Lesser Captain and his love interest, the skilled steersman in Tsurayuki’s voyage, or the forces of some transcendent being that dictated human behaviors, the

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\(^{116}\) Ibid., p. 919. Emphasis by the author.  
^{118}\) *Taiheiki 13*, see “Fujifusa kyō tonsei no koto.”  
word *makase* made explicit that the person or the entity one relied upon had total control and freedom over another, unconstrained by an obligation to fulfill the truster’s wishes and expectations.

Because *makase* referred to one’s act of *giving up* and *relinquishing* himself to others or to forces external to oneself, it also implied one’s *obedience to* and *compliance with* laws. In one scene from *Genji monogatari*, Genji’s son was preparing to receive his matriculation ceremony when his father told the scholars from the academy to “treat my son as strictly as you would anyone else and carry on *in accordance with your customs* (*rei aramuni makasete)*.”

Similarly, in *Heike monogatari*, the word was used to emphasize the need for the execution of a penal punishment: “*in accordance with the degree of offense* (*tsumi no kyōjū ni makase tsutsu)*.”

To take *Heian ibun* and *Kamakura ibun* as examples, *makase* was a common verb placed before the subject such as *senrei* (“precedents”), *dōri* (“reasonableness”), and *bōrei* (“customary laws”). The following table indicates the number of instances for which the word was used within those collections of historical materials from the Heian and Kamakura periods:

<table>
<thead>
<tr>
<th>TABLE 2.1. Use of <em>makase</em></th>
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<tbody>
<tr>
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<tr>
<td><em>makase-senrei</em></td>
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<tr>
<td>“in accordance with precedents”</td>
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<tr>
<td><em>makase-dōri</em></td>
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<tr>
<td>“in accordance with reasonableness”</td>
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<tr>
<td><em>makase-bōrei</em></td>
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<tr>
<td>“in accordance with customary laws”</td>
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<tr>
<td><em>makase-hō</em></td>
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<tr>
<td>“in accordance with law”</td>
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<tr>
<td><em>makase-senki</em></td>
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<tr>
<td>“in accordance with conventional regulations”</td>
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<tr>
<td><em>makase-kyūki</em></td>
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<tr>
<td>“in accordance with past regulations”</td>
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121 *Heike monogatari* vol. 2, p. 2197.
The customary ways in which the medieval samurai adjudicated private conflicts over their boundary disagreements and other disputes rooted in political and economic causes became the linchpin of their cohesion and administration. The Kamakura bakufu’s code of 1232 partly based its statutory laws on the conventional forms of arbitration, while a respective band of independent warriors retained some customs of its own and continued to arbitrate local disputes by following the judicial precedents. Rather than citing a relevant precedent in a lengthy manner, however, a verdict was frequently passed with such an accompanying phrase as “in accordance with the precedent (senrei ni makasete).” Even if those involved in arbitration had a partial and vague understanding of the referred precedent, the expression possessed an authoritative tone, making it daunting for people to challenge their verdicts. As Kasamatsu Hiroshi writes, the medieval-period legal documents such as Kamakura ibun were “flooded with the phrase in accordance with the precedent”; people in the medieval society, samurai or non-samurai, could thus “come under an unexpected attack” by an ever increasing precedents, and these precedents “conditioned people’s lives to an unimaginable scale.”

Also important to note about the use of makase in Kamakura ibun is a fact that the word was, contrary to the usage in modern Japanese, rarely used to coerce a connection between the shogun and his subordinates on a personal level (e.g. shogun ni makase); instead, a more common expression was one that urged “one’s compliance with the edicts decreed down from the shogunal house (shogunke onkudashibumi ni makase/shogunke ongechijō ni makase).” Again, a strong emphasis was placed on the adherence to the precedents of the samurai communities. In favor of the emphasis on such legal enforcements, the act of “following one’s heart and self-interest (gai

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ni makase)” was simultaneously associated with lawlessness and thus repeatedly admonished in the wide array of texts. Some examples in Kamakura ibun include admonitions against the act of “following self-interest and committing violent assaults and pillage” as well as the act of “following self-interest, neglecting precedents, and failing to pay rice taxes.” People who were made subject to authoritarian orders were therefore governed by the pressure to obey the precedents and decreed laws and relinquish the desires of their own heart in order to meet the demand of the ruling authorities.

**Tanomi and Non-Immediate Reciprocity**

In contrast to makase, the notion of tanomi involved one’s expectation towards another’s reciprocal commitment. One of its early connotations was related to the notion of faith. The earliest reference in Shoku-nihongi (697-791) renders the kanji character meaning “to be possessed by spirits” to denote one’s prayers for kami and buddhas. For instance, Taiheiki records that when Emperor Godaigo was exiled to the island of Oki, his consort prayed for his return at the Kitano Shinto shrine for seven nights. One night, an old man appeared in her dream and left a poem tied around a branch of plum tree. The consort was convinced that the poem was a divine revelation from kami and found that revelation to be trustworthy (tanomoshiku oboshimeshikeri), thereby believing that Godaigo would return in the near future if she prayed even more

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125 In Western societies, faith in gods is also one of the oldest connotations of trust. In Encyclopedia of Religion and Ethics, trust is defined as “the confidence in a supernatural power on which man feels himself dependent.” See Morgan, W. “Trust,” in Encyclopedia of Religion and Ethics, ed. J. Hastings (New York: C. Scribner’s Sons, 1912), p. 464.
126 The Kanji character for tanomi often found in ancient literature was written as憑.
diligently. And when the son of Emperor Godaigo was similarly exiled to Tosa, his consort lost faith in her future because while he was still alive she could not expect both of them to be reincarnated and reunited in the next life (chigiri o tanomubekuni). In another instance, tanomi was used to express a sense of anticipation for good harvest. A waka poem by Higashibōjō Nagatsuna compiled in the fourteenth-century Nenjūgyōji utaawase anticipated an abundance of “trustworthy harvest (tanomoshikenaru hatsuineya)” with the blessings from kami. Furthermore, temple documents from the same period evoked tanomi to preach a sense of devotion to the tutelary worship (tanomi honzon).

The meaning of tanomi also extended beyond the reliance on kami and buddhas to include one’s expectations towards objects and other individuals. When surrounded by an army sent by Soga no Emishi during the seventh century, the son of Sakaibe no omi named Ketsu used Mt. Unebi as a hideout only to be betrayed by the scarcity of the trees. A poem included in Nihonshoki (Compiled in 720) reads as follows: “Though the trees are scarce, the young son Ketsu trusts the ability of Mt. Unebi to conceal his body (Unebiyama kodachi usukedo tanomikamo...).” In Taketori monogatari, the suitors of Princess Kaguya trust (tanomi o kaketari) the bamboo cutter’s ability to convince his daughter to marry. And in the opening chapter of the Tale of Genji, Kiritsubo trusts (tanominite majiraitamau) in the emperor’s affection when jealous courtiers attack her modest status.

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127 Taiheiki 6, see “Minbukyō no sanmi gomusō no koto.”
128 Taiheiki 18, see “Tōgū kango no koto.”
133 Ibid.
The agents in these examples suggest that tanomi involved both beliefs in the specific skills of their trustees as well as the expectations that their wishes would be fulfilled. Such aspects of tanomi are consistent with the definitions found in Nippo jisho, which refers to the notion as: 1) “an act or sentiment of entreating or relying on a person”; 2) “an act of asking a person to agree to help”; 3) “an act or sentiment of trusting a person (shinrai suru)”; and 4) “an act of relying on one’s skills and abilities.” The main definition of trust found in the Oxford English Dictionary demonstrates a noticeable degree of overlapping similarities, as it identifies the notion as “confidence in or reliance on some quality or attributes of a person or thing, or the truth of a statement.” A belief in one’s specific skills and abilities is a crucial element of both tanomi as well as trust.

Such reliance on one’s ability to fulfill your expectation was intimately connected with another notion, namely, reciprocity. Unlike the word makase, which granted a great deal of freedom to the person one relied on, tanomi implied a reciprocal exchange based on mutual expectations and obligations, which required for a trustee to put his or her skill and trustworthy quality into action. This particular aspect of tanomi suggests that one did not necessarily trust another individual simply for the availability of his or her resources and power but for his or her predictability of reciprocating favorable actions, which determined the trustee’s trustworthiness. Tanomi thus involved a truster’s judgment and sentiment about the trustee’s ethical character as well as rational calculations. While there will be a detailed discussion on the subject later in the chapter, an emblematic case representing reciprocal tanomi relationships includes a vassalage relationship between a samurai warrior and his general; when the vassal trusted the master’s skill and good intention to help and guide him, he often referred to his master as tanoudamono (a

trustworthy man). For instance, when Hōjō Yasuie escaped to Kamakura after his defeat at the Battle of Bubaiagawara in 1333, he trusted Saionji Kinmune to give him a shelter so that he could muster his forces again and plot a revolt against Nitta Yoshisada (Saionji dono o tanomi). In a similar manner, the word tanomi also referred to “the contract between the master and his disciple” (shitei no keiyaku); when a man left the secular world and placed his trust in a monk for guidance and mentorship, the relationship between the two was described with the word tanomi (gusō o tanomu). In either case, once a trustee accepted the new commitment, his responses were now constrained by the need to reciprocate and fulfill the truster’s expectations about skills. In Taiheiki, one warrior swore to guard a castle gate with his life because “the master of the heaven (emperor) placed trust in me (itten no kimi ni tanomare).”

While reciprocity/commitment-meeting was one of the salient properties of tanomi, the benefits it provided in reciprocal exchanges were not usually brought to a truster immediately: the truster had to take a leap of faith when making the investment in someone or something he or she trusted. Weber’s Third New International Dictionary defines trust as “dependence on something future or contingent; confident anticipation.” Barbara A. Misztal also holds that trust plays a particularly significant role in a social exchange “where each partner has clear expectations of the other, and where there is a time lapse between the exchange of goods or services.” In his classic anthropological work The Gift, Marcel Mauss maintains gift relationships as a form of non-immediate reciprocity and similarly identifies that in context where time lapse exists a demand for trust is created. He writes: “time has to pass before a counter-presentation can be made and this

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136 Taiheiki 13, see “Kitayama dono muhon no koto.”
138 Taiheiki 3, see “Kasagigun no koto.”
requires trust.”¹⁴⁰ Consistent with these definitions, the medieval-period literary and historical evidences shown thus far—such as the “trustworthy harvest” and the divine answer to the prayer by Emperor Godaigo’s consort—demonstrate that *tanomi* often involved “a time lapse between one’s expectations and the other’s action.”¹⁴¹

*Tanomi* was therefore related to the notion of belief in indeterminable, uncertain elements of the future. Given its incalculable elements, it can be said that *tanomi* was, like trust, intimately connected with the notion of confidence, which involved one’s strategic decision and firm determination about the choice he or she made between alternatives.¹⁴² Whom to trust as one’s *tanoudamono* in the competitive, uncertain medieval samurai world, for example, involved his belief in others’ capacities for meeting expectations and reciprocating favorable actions. This aspect of *tanomi* as a matter of voluntary choice and determination ran counter to the passive acceptance of authoritarian rules or dependent *makase* behaviors people displayed in their social interactions with others. As we have seen, the word *makase* was a common verb placed before “*senrei*” or precedents, and the emphasis fell on the enforcements of authoritarian rules. In contrast, *tanomi* was intimately connected with the notion of confidence in indeterminable elements of the future. This particular aspect of *tanomi* differentiates itself from *makase* and supports why “trust” might be a sound translation for the word, as opposed to “dependence” or “reliance.”

In the following sections that involve a further examination on the basic properties of *tanomi*, I argue that while *makase* was used by the ruling authorities to enforce people’s obedience to the legal precedents, there was an intimate connection between the language of *tanomi* and

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¹⁴⁰ Mauss, *The Gift*, p. 34.
¹⁴² Ibid.
written communication initiated by those in lower socio-political positions as a form of plea against those above.\footnote{Nihon rekishi gakkai ed., \textit{Gaisetsu komonjogaku: kodai, chūsei hen} (Tokyo: Yoshikawa kōbunkan, 1983), p. 149.} By one mode of classification in the field of bibliographical/archival studies (\textit{komonjogaku}), a broad distinction is drawn among archival materials on the basis of the direction of communication between the sender and the recipient. In this particular collection of ancient and medieval-period public records broadly known as \textit{jōshin monjo} (literally, “Documents of Entreaty”), expectations and non-immediate reciprocity were the salient properties of \textit{tanomi}. Contrary to the authoritative tones of the official decrees containing the word \textit{makase}, \textit{tanomi} within this particular collection of ancient and medieval-period documents functioned to clarify non-immediate reciprocal exchanges based on mutual expectations and obligations.

\textit{Ikki Keijō}

The earliest type of \textit{jōshin} documents is a group of written pleas called \textit{ge}, which flourished during the Nara and Heian periods. While these documents were generally submitted by minor bureaucrats to relevant government offices in charge of deliberating formal decisions, it was also not uncommon for individuals to produce \textit{ge} when presenting their views to the ruling authorities. Most public records such as \textit{ge} were comprised of a title (\textit{kotogaki}) that summarized the following main statement and a short, prescribed concluding line (\textit{kakitome}) that paid respect to the document’s recipient. The most important characteristic of this particular type of plea, however, was the absence of the name of recipient on the document.\footnote{Ibid., pp. 26-27.} This allowed for \textit{ge} to develop into a wide variety of formal documents including bonds and contracts. From the Heian period and
onward, an increasing number of ge contained a more simplified kakitome, making themselves available for various forms of vertical exchanges and interactions. As discussed below, one evolved form of such written pleas was ikki keijō (“agreements of one intention”), which promoted the benefits of reciprocal vassalage relationships of samurai retainer bands by eliciting mutual tanomi.

The close relationship between tanomi and non-immediate reciprocity was an underlying feature of ikki alliances during the fourteenth through the sixteenth centuries. Ikki came in vogue as the shōen-based land tenure and the shogun-gokenin vassalage system were increasingly challenged by the samurai population. During the Kamakura period, each samurai household was a large kinship group whose members shared a common ancestry and a divided inheritance. While the house head, namely sōryō, inherited the largest share of his parents’ properties and managed the most essential pieces of the landed territories, other non-heir children, including daughters, also inherited a portion of the family properties and possessions. The samurai ie household initially maintained strong kinship ties through the dominance of the sōryō’s authority when he monopolized the right to become the shogun’s direct vassal (gokenin) as the representative of his household. The sōryō gradually lost control over his household, however, when the Kamakura shogunate that supported the shogun-gokenin vassalage system collapsed. At the same time, the practice of dividing inheritance resulted in a decline in kinship solidarity as those non-heir male children increasingly exploited their attained economic power to establish their own individual houses, assert their self-autonomy, and claim landownership rights independent from the sōryō house. This propelled a movement towards the institution of the system of single-male-heir inheritance as a preventive measure against internal fragmentation and loss of house properties.

145 Ibid., pp. 149-150.
As a result of the new kinship structure, non-heir children increased their dependence on the single male house head, accepted their hierarchical positions within the house, and became organized under the common goal of protecting their shared house territories and possessions against the invasion of such external threats as armed temples, robust villagers, and neighboring samurai bands.

After the imperial court lost its prestige and power due to the fall of the emperor Godaigo (1338), court nobles and temples who legally owned the shōen estates simultaneously lost political foundation of their ownership privileges. In the face of destabilized system of land tenure and taxation, the local samurai houses defied the political boundaries defined under the shōen system, became increasingly assertive about their exclusive landownership rights, and engaged in a violent, centuries-long struggle over the regional hegemony and the acquisition of secure tax base. While these self-interested, assertive samurai lords called themselves as kokujin, or “men of the realm,” the new Muromachi bakufu (1338-1573) appointed the shugo (provincial-level lords) in the attempt to incorporate these local samurai into a new system of vassalage. The shugo-kokujin vassalage relationship remained weak, however, as kokujin frequently changed their source of patronage and engaged in various forms of alliance in search of maximum benefits and protection.

It was during such an age of uncertainty that the kokujin lords formed ikki alliances to expand their group beyond the local circle of close kinsmen in the attempt to better resist the pressures of the shugo or rival samurai bands. The Buddhist term ikki (literally meaning “one intention”) referred to an association of like-minded people who voluntarily entered into a mutual agreement about their cooperative actions in order to advance a common purpose.\(^\text{146}\) The written terms of agreements these kokujin confederates produced prior to their insurrections are known as

ikki keijō, and as we shall see, these documents often boasted *tanomi* for solidarity, horizontal consolidation, and mutual protection.

Since *shinmon* (divine vow), a core component of *kishōmon*, was one of the essential characteristics of *ikki keijō*, it is considered that these “agreements of one intention” were a type of *jōshin* documents that evolved from *kishōmon*. Some *ikki keijō* that lacked addressees were typically designed to entreat *kami* and buddhas to stand as witnesses to a groups’ public declarations of war. In those cases, the documents were publicly displayed in open spaces or consumed in a cup of gods’ water as a way to intimidate the group’s enemies. The powerful bond the *kokujin* confederates forged and cemented in the name of gods magnified the effects of intimidation.\(^{147}\)

In contrast, when *ikki keijō* contained the names of both author and recipient, the documents were exchanged between the two parties as bonds (*shōmon*). They spelled out the terms of contract necessary to sustain *ikki* alliances in confidence from the public; a specially appointed vassal typically delivered the “agreements of one intention” to a potential ally and returned with an insignia marked in the recipient’s blood.\(^{148}\) This bond-type *ikki keijō* also contained *shinmon*, but together with an emphasis on the participants’ solidarity (*ichimi dōshin*) and a demonstration of a circular form of signatures (*kasa renpan*) this type of contract played an especially important role in forging horizontal ties between the non-kin allies. Some well-known examples included 1373, 1384 and 1392 *ikki keijō* produced by a large confederation of Matsuura warriors who were spread across the vast Hizen region.\(^{149}\) The participants here were neither necessarily bound

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149 Satō Shin’ichi et al. eds., *Chūsei hōsei shiryo-shū: buke kahō* 4(2) (Tokyo: Iwanami shoten, 1998), pp.75-76, 82-83, and 90-91. Other examples also include the documents produced prior to *kokujin ikki* in Matsu (1404 and 1410) and Aki (1404). See ibid., pp. 97, 98-99, and 101.
together through blood ties nor the collective enactment of ritual involving gods’ water; instead, they co-habited an imagined space in which they made themselves subject to all-seeing eyes of gods.150 Those entering into agreements of this kind severed themselves from other attachments, took on a new social identity related to the membership, and stood by their vows before gods as equals.151 As some historians maintained, the manner in which the signers discussed the terms of agreement as independent, autonomous agents was “proto-democratic” in character because they generally accepted a majority decision.152

It was in such bond-type ikki keijō where kokujin confederates advocated tanomi as an added tactic to reinforce group solidarity, reciprocity, and mutual protection. A notable example is a document entitled “Items of Contract” (keiyaku jōjō) produced prior to Kakutagai ikki in Bungo during the mid-fourteenth century. In addition to shinmon and an affirmation of “one intention,” the document contained a list of mutual expectations and obligations which more than one hundred co-signers swore to uphold. For instance, the members of the ikki league were expected to “help the injured on the battlefield regardless of blood relations.” And if a peer was killed in a fight or died from illness, it was also expected of the league’s heirless members to “care for [the peer’s] orphaned children and grandchildren by giving a portion of their household income.”153 The document then continued that in the event of “unusual circumstances” each member should “trust the group (shūriki o tanomi), commit no excesses [such as gambling, consuming an excessive amount of alcohol, or engaging in armed quarrels], and swiftly report the cases to the league for adjudication.”154

150 Goza Yūichi, Nihon chūsei no ryōshu ikki, pp. 136 and 148-163.
151 Katsumata Shizuo, Sengokuhō seiritsu shiron, pp. 239-241.
154 Ibid.
While *tanomi* in this particular *ikki keijō* thus functioned to stress reciprocity and mutual obligations, it also implied that the league as a whole owed legal obligation and authority to adjudicate in-group disputes and other problems. In the absence of centralized government during the medieval period, a considerable number of *ikki keijō* stipulated that any erratic behaviors which might threaten the principle of “one intention” should be resolved through group discussion and deliberation. For instance, one *ikki keijō* from Aki (1404) contained a clause that emphasized the need to consult (dangō) and help each other (gōriki) in the event that in-group conflicts arise.\(^{155}\) Another document produced by the men of Matsuura similarly stated that any discords within the league should be resolved through group discussions, writing: “We must embrace group solidarity (*ichimi dōshin*) within our hearts and stay loyal to the principle...If an individual lost his face in the public realm and put strain on both private as well as public actions, the league as a whole must hold a consultation (dangō). Any private concerns of an individual must be consulted and adjudicated as a matter of the group (*shūgi*).”\(^{156}\) The document then cautioned against such aberrant behaviors as over-drinking, robbery, and other criminal activities that “follow self-interest (*gai ni makase*).”\(^{157}\)

Maintaining rapport and collaborative spirit was evidently one of the primary goals of *ikki keijō*, and in the absence of superintendent authorities, all of these documents repeatedly authorized the league to punish any wrongdoings by its members “in accordance with reasonableness and precedents (e.g. *makase dōri, makase riun, makase rihi, makase bōrei*).”\(^{158}\) In this general context, the contract produced prior to *Kakutagai ikki* referred to *tanomi* to provide the members with mutual protection, while any individual who might commit a breach of “one

\(^{155}\) Ibid., p.98.  
\(^{156}\) Ibid., pp. 82-83.  
\(^{157}\) Ibid. For another example, see *ikki keijō* from Hizen. Ibid., p. 104.  
\(^{158}\) Ibid., pp. 77, 83,87,90,97, and 101.
intention” in the future is instructed to trust the league with adjudication. Another document entitled “Articles of Ikki Contract” (ikki keiyaku jōjō) from 1377 provides an additional piece of evidence for such function of tanomi. Following the exhortation on the significance of cooperation on battlefields, the document stipulated that any future disagreements over newly attained territories must be resolved through group consultation (dangō), adjudication (shūgi), and mutual trust in the league members (ikki shūjū o tanomi).159

**Okibumi**

Further evidence that suggests such an intricate relation between tanomi and reciprocity is a medieval samurai vassalage system known as yorioya-yoriko-sei. Independent from the constraints of the Muromachi bakufu and other superintendent authorities such as the shugo, the emergent sengoku warlords now governed their respective territories with their own rules known as bunkokuhaō. One of its important goals was the reorganization of the members of respective warrior houses. Okibumi (precepts), an another type of jōshin entreaty documents that constituted the body of laws, contained stipulations designed to set behavioral standards on vassals, create long-term vassalage relationships, and ensure the overall perpetuity of a given military house. To inhibit violations, okibumi traditionally deployed divine power and punishments for lending authority and credence to its stipulations. These characteristics imply that the precepts originated from the mutually influencing results of 1) temple precepts produced in a form of kishōmon; and 2) written bonds of assignment (yuzurijō), which incorporated punishments and admonitions into

159 Ibid., pp. 76-77.
the decisions about the share of house properties and assets. As the sengoku warlords manifested themselves as the enforcers of rules, their okibumi, with some exceptions, gradually lost the features characteristic of kishōmon such as the names of kami and buddhas. While punishments and admonitions generally remained preserved as a way to inhibit transgression, okibumi also deviated from the written bonds of assignment by advocating a strong sense of group membership (kachū or “members of the house”) and making the vassals tied to a universal governing principle of their warrior house (kafū or “ways and customs of the house”).

Because the power of the emergent class of the sengoku warlords initially remained volatile and unstable, the warlords produced okibumi to preclude the risk ofikki by “the men of the realm,” give themselves patriarchal rights within the pseudo-extended family, and organize their vassals under the rigid hierarchical structure. To that end, the language of tanomi played an integral role in the development of a unique samurai vassalage system (yorioya-yoriko-sei) as well as the formulation of primogeniture.

In the attempt to manage their retainer band staffed with belligerent samurai, many sengoku warlords applied the logic of the father-son relationship to their troops of warriors. A selected number of powerful samurai vassals was appointed as yorioya (“trusted parent,” or sometimes shinan or “supervisor”), and the lesser samurai called yoriko (“trusting children,” or sometimes dōshin/yoriki or “pupils, vassals”) were made subject to the control and supervision by these masters. The most important responsibility of yorioya was to keep peace among his own yoriko as the adjudicators of internal conflicts in order to increase military preparedness, ensure a speedy mobilization of his troop, and facilitate an organized and efficient movement of warriors on the battlefields.

Since a solid vassalage relationship was congruous with military performance, this resulted in an intense competition among yorioya over the acquisition of loyal samurai warriors. In the warrior house codes (okibumi) decreed by the notable sengoku warlords of the sixteenth century, a vassal’s deference to his sworn yorioya was propagated with the language of tanomi, while all ties outside the established vassalage relationship were discouraged and demoralized. Imagawa Yoshimoto’s *Kana mokuroku tsuika* (1553), which set strict disciplinary standards on both yorioya and yoriko, is a good example. Equally important as its regulations on primogeniture, boundary disagreements, and other general matters related to local governance, Yoshimoto’s precept put forth tanomi as an essential vehicle for consolidating the vassalage relationship between yorioya and yoriko. In the early clauses, Yoshimoto prohibited yoriko from trusting people other than their yorioya, or vice versa:

Item. Each vassal should not trust the others (tanin o tanomi) to settle disputes privately. Your yorioya knows how to mediate in conflicts. There are many vassals who mistrust amateurs (zengo shirasaru mono o tanomi) and deliver disagreements, make ungrounded claims, and insist on one-sided opinions. If your yorioya himself is biased and makes judgments detrimental to this domain, however, you may be allowed to handle a case as you see trustworthy (tayoriyoki yō ni mōshibeku).  

Item. Each vassal is prohibited from changing his yorioya easily. If you are a yorioya, you must withstand from making people write divine oaths in exchange for looking after them as your lifelong vassals, even if they came to trust you for your protection (tanomu bakari no monodomo). You must not make such arrangements with someone who approach without a preexisting vassalage contract. If you offer assistance to your current vassals suffering certain unfortunate circumstances or work hard to reward them, they will return their favor to you. Even if there is something to blame about a yorioya, his vassals should not change their master. If every yorioya remains principled, he will never have an inadequate supply of vassals. While vassalage relationship must remain unchanged, neither a yorioya nor his vassals should become lax in their behavior, however. As a yorioya, you must give a word of encouragement and tanomi (hitokoto o tanomu) for those serving you day and night. By doing so, you can identify [and naturally drive away] the vassals who already harbor insincere motives because they will abhor your words [of tanomi]. Whether you prioritize yourself or use the words [of tanomi] for your yoriko will determine if you can keep sincere vassals close to you.  

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As shown, Yoshimoto was concerned by an ongoing tension between a desperate yorioya seeking to expand his troop through an unregulated use of divine oaths and a self-interested yoriko who switched their allegiance frequently in search for a maximum security. An added responsibility of a yorioya was thus viewed to be his ability to give a sense of assurance and certainty for a yoriko using both reward and the “word of tanomi (hitokoto o tanomu).” Only when a yorioya displayed his empathy and trustworthiness, Yoshimoto believed that the two could be morally bound to each other and cement their vassalage relationship as a sustaining, mutually beneficial one, stating: “If you offer assistance to your current vassals suffering certain unfortunate circumstances or work hard to reward them, they will return their favors to you.” When it was regarded to be an honorable social act for both yorioya and yoriko to reciprocate their moral obligations toward one another, the samurai class gradually utilized the logic of honor and loyalty as powerful cultural tools to consolidate its status order.\textsuperscript{163}

As a samurai’s credible and trustworthy reputation won him a large and solid following, many of Yoshimoto’s contemporaries sometimes became preoccupied with the problem associated with an indiscriminate display of trustworthiness. In explaining the rationale behind his Yūkishi shinhatto (1556), Yūki Masakatsu maintained that a large proportion of internal divisions within his band results from people competing to “increase others’ reliance on themselves.” He wrote:\textsuperscript{164}

When a dispute arises between relatives, their yorioya compete against one another in a hope to increase others’ trust in themselves (enja shinrui mata shinan sonohoka ni tanomoshikararebeki kakugo nite sōro ya). Each of them makes forceful claims by distorting facts. Nobody has the nerve to risk his life, but a yorioya pompously opens his eyes with rage, draws his sword, and makes one-

\textsuperscript{163} Similarly, Eiko Ikegami maintains that the key element of the medieval vassalage relationship was a lord’s trustworthy quality, determined by his ability to reward his vassals for their military achievements on the battlefield. Eiko Ikegami, “Shame and the Samurai: Institutions, Trustworthiness, and Autonomy in the Elite Honor Culture,” Social Research 70, no. 4 (2003): 1351-1378.

sided claims. Even if each yorioya has his own reason, it is not apt to have such disturbances within such a small band of retainers. I hereby enact these laws.

Masakatsu therefore admonished his men against: engaging in an armed fight even if “one’s relatives and the cohort of samurai came to put trust in him (hōbai enja tanomi sōrō tote, honnin yorimo tanomare sōrō monodomo)

165; defending a robber “even if the robber puts trust in him to do so (tarebito tanomi sōrō tomo)

166; telling a falsehood “even if that is someone’s entreaty (hito no tanomi sōrō tote)

167; defending and telling a falsehood for someone who is held in detention “even if that is someone’s entreaty (hitoni tanomare sōrō tote)

168; and “responding to an entreaty (hito mono tanomare sōrō tote)” when intoxicated with alcohol.

169 Similarly, Date Tanemune’s Jinkaishū (1536) also warned against an improper display of trustworthiness. He administered equal punishments on both thief and the individual whom the thief “entrusted to provide him with a shelter (sono zaisho no nushi o tanomi).

170 Tanemune also showed no tolerance with those who were “entreated to bring a victim to the murderer (kano tsukai ni tanomare sōrō mono).

171 Through these admonishments, the sengoku warlords essentially defined a preexisting vassalage contract as an authorized manifestation of tanomi. Masakatsu wrote:

Close vassals and the others within my domain should already have their respective shinan (yorioya) by now. Even if some men [outside the established relationship] have served and worked for you closely and they now wished to put their trust in you as their shinan (hito no shinan tanomare sōrō tote), you must not agree to this. Vassals should not trust someone else to serve as their shinan either (mata hitono shinan betsubito o tanomi) and file complaints through him.

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165 Ibid., pp. 229-230.
166 Ibid., p. 230.
167 Ibid., p. 232.
168 Ibid., p. 239.
169 Ibid., p. 247.
171 Ibid., p. 143.
In a similar vein, Tanemune also advised his fellow samurai to take a precaution when renewing the vow of existing vassalage relationship. He wrote: “The business of being someone’s shinan (also, yorioya) or trusting someone to be your shinan (shinan to tanomu yakara) should be free of any complaints. When a man trusts the others (yajin o tanomu ni itattewa) he must accurately discern mutual reason and the right time.”

Moreover, Takeda Shingen’s Kōshū hatto shidai (1547/1554) strictly prohibited a yorioya from accepting others’ yoriko as their new vassals “even if [they] came to trust you (hikan aitanomi sōrō tomo).”

There was therefore a collective effort made by the sengoku warlords to give a certain exclusivity to the relationship between a yorioya and his yoriko. In addition to granting a yorioya an authority to arbitrate the disputes among his yoriko, this political project partly involved the process of defining tanomi so as to clarify officially sanctioned vassalage relationships. Rokkakushi shikimoku (1567), which rendered a yorioya as “trusted parent,” is an exhortation that people’s tanomi should channel to a yorioya alone. In Yoshimoto’s domain, a petition box was placed at the public legal office to facilitate conflict resolution for individuals who do not have any yorioya and thus become helpless tayorinaki mono (“men without any guardians” or literally, “men with no one to whom to entrust themselves”). Although such a device was readily available, Yoshimoto continued to encourage all of his retainers to follow procedural steps when seeking conflict mediation and emphasized the important role of yorioya in those legal processes. His precept specified strict punishments on the administrators of the legal office if they abandoned their impartiality and “be entrusted (tanomaruru)” directly by a dispute’s litigant with the task of

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173 Date Tanemune, “Jinkaishū,” p.175.
arbitration.\textsuperscript{177} Even if the accused of a dispute disappeared or deceased, it stated that it was the
task of a yorioya or “an authorized guardian [a litigant] has trusted” (tayoru tokoro) to report the
situation to the legal office and complete the process of mediation.\textsuperscript{178}

The ultimate objective behind the establishment of such long-term, solid vassalage
relationships was to create a fixed and controlled membership within each warrior house. The
development of yorioya-yoriko system was therefore interrelated with the attempt by the sengoku
warlords to advance the policy of primogeniture. All male children who held secondary and tertiary
statuses in hereditary succession (shoshi) within each individual samurai household were labeled
as helpless tayorinaki mono.\textsuperscript{179} They did not inherit any portion of their parents’ assets, were not
able to take charge of ancestor rituals, and could not represent their household to enter vassalage
relationships. Others who were also pushed outside the purview of tanomi included Shinto priests
and the practitioners of shūgendō. Shingen wrote that every samurai should “not trust Shinto
priests and the practitioners of shūgendō as [his] master (negi, yamabushira koto, shujin tanomu
bekarazu).”\textsuperscript{180} Once the eldest son of a particular individual samurai household then became the
sole successor of his household properties and integrated into the rigid vassalage system, he
developed strong ties to the land (chien) rather than blood (ketsuen). The collapse of the sōryō
system disincentivized every vassal to turn his allegiance to another band and strengthened his
commitment to his native warrior house, while the sengoku warlord centralized his power and
legitimized the exercise of his patriarchal rights over the quasi-extended family. To this end, the
warrior household precepts or okibumi employed the language of tanomi to institute sustaining and

\begin{itemize}
\item \textsuperscript{177} Ibid., p.134.
\item \textsuperscript{178} Ibid., pp. 133-134.
\item \textsuperscript{179} Ibid., p.127.
\item \textsuperscript{180} Takeda Shingen, Kōshū hatto shidai, p. 215.
\end{itemize}
mutually reciprocal vassalage relationships between a *yorioya* and his *yoriko* within the respective retainer bands.

**Trust and *Tanomi Shōmon***

One’s confidence in non-immediate reciprocity was one of the basic properties of *tanomi* identified in the medieval historical literature. While the following examination demonstrates that the language of *tanomi* adopted in *tanomi shōmon* and other Tokugawa-period sources was generally consistent with the definitions discussed thus far, I draw attention to the fact that *tanomi* during the Tokugawa era also referred to monetary payments made at a future time, and this particular property of *tanomi* was, as I will argue through the rest of the dissertation, pertinent to the main function of *tanomi shōmon*.

Throughout the Tokugawa period, the villagers primarily around eastern Japan\(^\text{181}\) deployed *tanomi shōmon* for appointing the village leaders of various kinds to be in charge of different aspects of village administration including matters relevant to tax collection and litigation. One of the basic and common functions of these documents was therefore to define the terms of contract between the appointed leaders (trustees) and their fellow villagers (trusters). The following example from 1689 demonstrates that *tanomi* advocated therein involved expectations about the trustee’s skill and ability. In this particular *tanomi shōmon*, the men of Maesawa village listed a

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\(^\text{181}\) See Appendix.
host of expectations they had for Rihee who had just agreed to officially serve in the position of the village headman (nanushi).\textsuperscript{182}

\textit{Memorandum of Agreement (1689)}

Item. After all the villagers gathered and discussed, we have selected you as our village headman. Please serve the role for a year. Although it might be difficult to perform in the position of the headman while you also carry your portion of tax and labor responsibilities, we trust (tanomiiri sōrō) that you will be able to do both jobs equally well. Once we both get accustomed to the situation, we will take over your tax and labor responsibilities for you.

Item. The village cadastral registers and other related memorandums are for you to keep them safely.

Item. We trust (tanomiiri sōrō) that you will arrange lodging services for the bakufu and domainal officials in the same way as before.

Your duties we have discussed at the assembly are shown above. We hereby state that there is no falsehood with what we have entrusted to you (ai tanomi mōsu tokoro sōi kore naku sōrō).

A significant number of tanomi shōmon was created to express villagers’ reliance on one’s dexterity in administrative performance. For the members of Sugitani village, a skill (saikaku) in negotiation was critical for their survival. In their tanomi shōmon, drafted in 1666, the villagers trusted in the skill of their appointed representative to lobby the bakufu officials for a government-sponsored irrigation project. They wrote:\textsuperscript{183}

\ldots Please negotiate with jitō in any way you see fit. If you manage to get jitō to fund our irrigation project but that fund is insufficient, we are determined to sell our cattle, horses, wives and children.


As long as we can get irrigated water we will not hold any grudge against you. We place trust in your skill (gosaikaku tanomi tatematsuri sōrō) so please speak [with jītō] in any way you can. Even if we fall or die at the moment the project is done we will not hold any grudge against you. We will cover the travel cost to Edo and all other expenses by prorating equally among us according to our respective taka holdings. Even if we cannot access irrigated water in the end we will not hold any grudge against you. For your future proof we co-sign our names. If any of us fails to raise silver coins that person shall borrow the money from fellow villagers. We will not impose any nuisance on you. We hereby declare.

The following document from the end of the Tokugawa period shows that tanomi continued to play an important role in an exchange where villagers made particular demands about the business of tax collection for their hyakushōdai, who served a supervisory role in village administration.184

On the Note of Trust Being Submitted (1870)

Item. Due to the Restoration, we need to start everything afresh. It is unclear to us what happened to the payment of our tax rice last year. The size of landholding and grades of soil quality are also unclear. We will cover a large portion of sukegō (assisting village) labor and membership duties levied [on your household], so please make corrections and make everything accurate and clear. After the consultation within our group of smallholder peasants, we have decided to trust in your (aitanomi mōshi sōrō) ability to serve as hyakushōdai. We trust (tanomiiri sōrō) that you will make these needed arrangements so that we will not have any difficulties and hardships. As such, we hereby submit to you this Note of Trust.

The importance of tanomi can be thus identified on the basis of its intimate relationships with one’s expectation in other agent’s skill and ability. When an incumbent village leader proved to be inadequate, a new document was often produced to arrange his replacement. For instance, in 1656, the fourteen villagers from Shimokōzuka who belonged to a kumi association headed by Jinbee were permitted to switch their membership to Kahee’s association. While the reason of their dissatisfaction with Jinbee remains unclear, the villagers believed that Kahee was better qualified

to perform the job of *kumi* head than Jinbee and *tanomi shōmon* renewed the villagers’ trust for their new leader.\(^{185}\)

On the Stamp Being Presented (1656)

Item. Fourteen villagers have left Jinbee’s *kumi*, made various petitions, and [been granted to] entrust (*tanomiiiri sōrō*) you to be our new head. We will promise you ten *koku* as a stipend for the time being. Once we take back additional portions of deposit rice from Jinbee, we will offer a total stipendiary amount of twenty-five *koku*. Even if there were any adjustments to the current domainal lord or intendant in the future, we would not leave your *kumi*. For your future proof, we hereby endorse our signatures on this Note.

At the same time the villagers expected Kahee to reciprocate friendly actions, they also promised him both stipend and allegiance in return for his service as a *kumi* head. The document was not actually accompanied by the rewards (stipend and long-term allegiance) at the time the offering was made, but the promise—that those rewards would be paid to Kahee at a future time—was underpinned by trust. Another example suggesting the link between *tanomi* and non-immediate reciprocity was the following *tanomi shōmon* from 1804, a document produced by the smallholder peasants of Izumozaki requesting a group of appointed village representatives (*sōdai*) to convey their grievances about an incumbent headman named Yazaemon. The point of conflict between the two was a sum of stipends conventionally promised to Yazaemon, which was referred here as *tanomikin* (literally, “fees for *tanomi*”).\(^{186}\) Because Yazaemon allegedly misused the stipends and squeezed them out of the class of petty peasants, the smallholder peasants lost

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\(^{186}\) Other *tanomi shōmon* containing references to *tanomikin* or *tanomikyūkin* can be found here: see “On the Matter for Trust through the Certificate” (以極書頼入候事; 1806)” in *Nakajōchōshi: shiryōhen vol. 3*, kinsei, ge, ed. Nakajōchōshi hensan inkai (Niigata: Nakajōchō, 1985), p. 621 and “On the Note of Trust (頼一札之事; 1836)” in *Kodamachōshi, kinsei shiryōhen*, ed. Kodamachō kyōikuinkai (Saitama: Kodamachō, 1990), p. 413.
confidence in the trustee’s ability and decided to cease the future payment for his service. Instead, they entrusted the appointed representatives to condemn Yazaemon for the breach of trust.\footnote{“On the Note of Trust Signed by the Group (連印御頼一札之事; 1804)” in Izumozaki chōshi shiryōhen 2 kinsei 2, ed. Izumozaki chōshi hensan iinkai (Niigata: Izumozakichō, 1990), p. 83-84.}

On the Note of Trust Signed by the Group (1804)

Item. Over the years, Tachibana Yazaemon and his son have both abused their position as village headmen, charged a disproportionate amount of fees (tanomikin), and we, smallholder peasants, can no longer sustain our livelihood. It is evident that we will suffer even more if they continue to exploit from us. We would like to submit a written plea to our lord requesting him to investigate the misconduct by our headmen. Such being the case, we have entrusted each of you to act as our representatives (sōdai ai tanomi mōshi sōrō) while that investigation takes place.

Please work on the lord to look into the matter and settle the problem, and no matter how it is resolved in the end we will not voice any complaint in the future. Wherever you need to travel or no matter how long it takes [to settle the problem], we will provide you with necessary expenses and we will not impose any burden on you. If anything happens to you because of what we have entrusted with you (kono tanomi no gi ni tsuki), we will make the arrangements necessary to sustain your respective household. As a proof for the future, we hereby sign this memo of trust for the representatives (sōdai tanomi kakitsuke).

As mentioned earlier, tanomi did not only involve rational calculations but also a truster’s judgment about the trustee’s ethical and credible character. The above document demonstrates that these villagers did not entrust important village responsibilities to the incumbent headman, Yazaemon, for his better skills, greater resources, and privileged socio-political position alone. Because Yazaemon failed to reciprocate friendly actions and meet the expectation as a trustworthy headman, his fellow villagers who made the emotional investment in Yazaemon now accused him of violating their trust.

The following tanomi shōmon from 1861 is a similar example, which was produced to entrust Sojiemon with the task of representing Hōshito villagers’ grievances against their
incumbent representative, Yozaemon. The members of the village had given Yozaemon full authority (*makase*) to mediate in an ongoing conflict with their neighbors over the use of the commons located around the region’s tutelary shrine. Since he took advantage of his position as a representative, however, the villagers tried to seize his authority by placing trust in Sojiemon’s ability to serve as a newly appointed representative.

On the Note of Trust Being Placed (1861)

Since the last spring, people who are going in and out of the tutelary shrine of this village have left (ai *makaseoki sōro tokorō*) all the dealings with domainal officials and magistrates to Yozaemon as a representative. However, he spent an excessive amount of money for various costs and expenses, and the members of the village are now in a dire extremity. Although we negotiated with Yozaemon, he spoke only from his own self-interest and greed (*shiyoku katte*). Because he has drained the village account balance and interfered the village operation, we can no longer overlook this problem.

As a result, we wish to entrust you (ai *tanomi mōshi sōro uewa*) to bring the matters to the attention of the domainal as well as the magistrate’s offices. Should this result in a lawsuit, we will testify truthfully and, needless to say, provide you with necessary costs. For your future proof, we hereby submit this Note of Trust.

Consistent with the common definitions of *makase* discussed in the previous chapter, the members of Hōshito village initially granted a great deal of freedom to Yozaemon and complied with his own methods in the dealings with extramural authorities. Since Yozaemon’s obligations were neither clearly discussed nor determined at the time he was appointed, he took charge of his assigned responsibilities while remaining relatively unconstrained by the obligation for commitment-meeting. When the villagers were met with the consequences that negatively impacted the village administration and management, they attributed his non-commitment and lack

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of administrative dexterity to the problem of moral corruption, using the Note of Trust to condemn him as selfish and greedy. They now placed trust in Sojiemon’s ability to reciprocate their expectations while promising to shoulder expenses as needed in the future. Tanomi thus implied an exchange based on mutual expectations and obligations for non-immediate reciprocity. It also involved villagers’ strategic decision and firm determination; while they fully recognized the risk endemic to the act of relying on others (after what they experienced with Yozaemon), they voluntarily chose to trust Sojiemon.

In all of the examples shown above, Tokugawa villagers made three kinds of future promises in return for their representatives’ service: verbal affirmation (a promise to protect the representatives from denigration); compensation (a promise to shoulder expenses accruing from the collective action as well as labor burdens that might interfere with the operation of the households of trustees); and monetary reward (a promise to pay a certain sum of money for the service provided). Employment relationships between clients and service providers (e.g. villagers and their appointed leaders) characterized by such forms of non-immediate reciprocity were one of the most salient characteristics of tanomi shōmon. The documents delineated the visibility and clarity of mutual obligations and offered the words of tanomi as security for the future payment.

These future promises of compensation and rewards (which were often referred as tanomikin or “fees for tanomi”) suggest that tanomi expounded on tanomi shōmon was consistent with the definition of trust found in the Oxford English Dictionary, which, from economic perspectives, identifies the notion as “confidence in the intention or ability of a customer to pay at a future time for goods or services supplied without immediate payment.” This particular

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189 More discussions in Chapter Three and Four.
190 For more evidence, see Chapter Three.
definition of trust, as I argue in the next chapter, comprised the most essential property of tanomi shōmon. A considerable number of other historical evidences from the Tokugawa era also exists in support of the view that tanomi was intimately connected with reciprocal exchanges that took place with time delays. For instance, a deposit one paid in advance on a sales contract and betrothal money exchanged from a groom’s family to his bride’s parents upon their engagement were both referred as tanomi. An additional example is tanomoshikō (literally, “confraternities of tanomi”), a Japanese rotating credit association, which flourished in the early modern society. In this mode of capital exchange, a group of individuals was assembled by an organizer called a parent and contributed their share of subscription when a large pool of money was needed to be amassed for temple repair, pilgrimages, disaster relief, or to save a person facing financial hardship. When the members entered the association, they agreed to continue their regular deposits for one rotating cycle until each participant had his turn at receiving the pool of funds. In such a credit type of exchange that takes place with time delays, the participants had to take a risk since an individual who was run by his short-term self-interests could defect as soon as he had his turn at receiving the pot.

A long-distance market exchange was another form of non-immediate reciprocity which, unlike any face-to-face transaction, operated on mutual expectations that a commitment promised now should be fulfilled in the future. During the early nineteenth century, associations of Osaka wholesale merchants dealt with a special type of purchase order called Order of Dependence, or Note of Dependence (makase chūmon, or makase issatsu, respectively). Among a list of instructions specified in their protocol (issued around 1882), the Order of Dependence was defined

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as a written sales contract in which merchants commission wholesalers to transact with manufacturers freely. To that end, the contract intentionally left out any specifics on the nature, quality, and cost of goods. If a merchant requested his wholesaler to procure several hundred tan of famous chichibujima textile, he left (takusuru) the decisions on the kind of stripe pattern and the purchase value to the wholesaler. Such a contract was rare and risky, however, and the 1882 protocol stated that the only time a contract that involves a time lapse could sustain was when the merchants and the wholesalers shared “a sense of trust and intimacy (shinmitsu).”193 The nineteenth century Tokugawa merchants thus distinguished tanomi from makase on the basis of their “confidence in the intention or ability of a customer to pay at a future time for goods or services supplied without immediate payment.”

Conclusion

This chapter examined common definitions of makase and tanomi to understand the properties and evolution of the meaning of these words. The comparison illuminated that there was an extra dimension to tanomi which differentiated true commitments and interpersonal trust from dependent makase relationships that did not involve an exchange based on mutual expectations and obligations. The most salient and distinct property of tanomi was its intimate connection with forms of non-immediate reciprocity. In contexts where reciprocal exchanges took place with time delays, a demand was created for tanomi to play an important role. The fact that betrothal money

193 The kanji transcription for “shinmitsu” was 信密. Osakashishi, vol. 5, p. 501. 
or a deposit one paid in advance on a sales contract were both referred as *tanomi*, along with other historical examples, highlights such an indeterminable, uncertain element of *tanomi*. *Tanomi* thus involved a matter of individual choice and determination since one’s decision to enter into a *tanomi* relationship was influenced by his or her assessment about the chance of others reciprocating friendly actions. These identified properties of *tanomi* have a considerable degree of overlap with the main definitions of trust found in English reference materials.

Another significant difference between the notions of *makase* and *tanomi* pertained to a finding that the language of *tanomi* often played key roles in different types of *jōshin* entreaty documents such as *ikki keijō* and *okibumi*. Building on these findings in this chapter, the next chapter that involves an examination on the origins of *tanomi shōmon* will explore its plausible link with *jōshin* documents. Such an attempt in this endeavor will center on evidences that non-immediate reciprocity was an essential characteristic of *tanomi shōmon* throughout the Tokugawa period.
CHAPTER THREE

Bonds of Trust:
The Origin and Nature of *tanomi shōmon*

**Introduction**

In the Japanese cosmogenic myths from the eighth century, a promise is expressed as *chigiri*, a handshake denoting the sexual intercourse between *Izanagi* and *Izanami* who gave birth to the islands of Japanese archipelago. While scholars agree that *chi* refers to “hands,” they have debated whether the last two syllables (*giri*) originate from verbs meaning *nigiru* (“grasp”) or *kiru* (“cut”). In either case, once this symbolic ritual was enacted, the individuals concerned were interlocked in a realm of existence distant from the outside world, sustained a promise under the aegis of supernatural agents, and forged a new social relationship of exchange grounded on both moral foundations as well as material concerns.

This chapter undertakes an inquiry into the origin and nature of *tanomi shōmon* by exploring its plausible link with *jōshin* entreaty documents. As discussed in Chapter Two, the two developed forms of *jōshin* documents, *ikki keijō* and *okibumi*, demonstrated intimate connections with the notion of *tanomi*. The basic property of trust involved a reciprocal exchange based on mutual expectations and obligations, and both of these documents drew on this notion to foster mutually beneficial, reciprocal relationships within the samurai *ikki* alliances and vassalage system.

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respectively. Following the previous chapter that involved an examination of the intimate relationship between tanomi and jōshin documents, the main focus in this chapter will thus be a closer inquiry into a plausible connection between tanomi shōmon and jōshin documents, paying attention to common attributes which might have contributed to the birth of this new type of written promises within Tokugawa peasant society.

There are no elaborate discussions on the origin of tanomi shōmon to date. According to Shirakawabe, tanomi shōmon in their mature form must: 1) refer to a social relationship of exchange; 2) specify the names of both the truster (the author/sender) and the trustee (the addressee/recipient); 3) be written in a form of a bond or shōmon, as opposed to a letter of request sent unilaterally from an individual to another; 4) must refer to itself as tanomi shōmon (Bonds of Trust), tanomi issatsu (A Note of Trust), tanomisho (A Statement of Trust), or tanomijō (Letters of Trust) within the text; and 5) include unique stylistic features not found in other known types of bonds such as katame jō (Records of Agreements), gijō (Protocol), or sadame shōmon (Bonds of Rules). On the basis of a large number of documents with given characteristics, Shirakawabe holds that tanomi shōmon is a new and independent category of written promises standing somewhere between kishōmon (“divine oaths”)/keiyakujō (“contracts”) of the medieval times and modern-day ininjō (“powers of attorney”). Nonetheless, the pieces of evidence Shirakawabe uses to support his assumption about the evolutionary link between tanomi shōmon and kishōmon/keiyakujō are small in number. Those introduced in his brief discussion on the subject include a 1710 tanomi shōmon containing the title (kotogaki) characteristic of kishōmon and

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196 Shirakawabe, Nihon kinsei no jiritsu to rentai, p. 118.
197 Ibid., p. 117.
another tanomi shōmon from 1713, which was drafted simultaneously with an accompanying divine oath.199

This chapter argues that the origin of tanomi shōmon had a close association with the early forms of jōshin documents, namely, ukebumi (“letters of acceptance”), and to some extent, kishōmon (“divine oaths”). While there was a tendency to employ divine punishments and other attributes of kishōmon for contract enforcement, the present chapter will demonstrate that the primary objective of tanomi shōmon was to make provision for a future commitment by a service provider to his client.

**Ukebumi and Shōmon**

Ikki keijō and okibumi, which demonstrated intimate connections with tanomi, were both produced in the form of shōmon—bonds that stood as evidenced documents of contracts related to armed insurgencies and household rules governed by samurai lords, respectively. The medieval-period bonds were certainly not limited to these two; they ranged from such records of monetary exchanges as yuzurijō (“written bonds of assignment”), which evidenced the transfer of property rights, to baiken (“deeds of sale”), a voucher handed over to the new owner of sold land and other assets. Regardless of the type, however, all of the bonds were linked to a group of written pleas called ge of the ancient era, which typically served as the instruments for making promises and appeals of various sorts against the ruling authorities.200

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199 Ibid., p. 90. For more details on this particular Bond, see Chapter Four.
200 See Chapter Two of this dissertation, under the section “Ikki Keijō.”
An early form of document that emerged from this ge was ukebumi. While ukebumi similarly acted as written pleas under certain circumstances, these documents were increasingly employed in reciprocal social exchanges, eventually influencing the development of such medieval-period bonds as yuzurijō and baiken, as well as ikki keijō and okibumi. Satō Shin’ichi broadly defined ukebumi as “a written promise about a specific action that is expected to be fulfilled in the future.” Before exploring the relationship between this ukebumi and a new type of Tokugawa-period bond, namely tanomi shōmon, it is helpful to introduce the characteristics of ukebumi and its influence on the medieval-period bonds in general.

There were broadly two identifiable characteristics that distinguished ukebumi from other public documents. The first one was the words for “acknowledge” (uku, ukeru, shōchi), which were incorporated into them to acknowledge that “a promised action would be put into practice in the future.” Another notable characteristic was divine retribution, which became an integral part of all ukebumi submitted to the bakufu after it was made mandatory from the Kamakura period. This reinforcement paralleled the widespread development of kishōmon during the same period, and any ukebumi containing gods’ names and punishments were practically indistinguishable from the divine oaths, functioning to provide those engaged in the written agreements with the motivation necessary to uphold its terms (the last two kanji characters of kishōmon were adopted from ukebumi). In some instances, a completely new kishōmon containing an extensive divine vow was produced in parallel with ukebumi to give an added reinforcement to the contract.

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203 More discussions on this subject in Chapter Four. Also, for a further reading, see Nihon rekishi gakkai ed., Gaisetsu komonjogaku: kodai, chūsei hen (Tokyo: Yoshikawa kobunkan, 1983), p.164.
204 Ibid., pp. 160 and 164.
Containing these characteristic features, the first function of ukebumi was to confirm the acceptance of an order issued from higher authorities, express the producer’s willingness to acknowledge his obligation towards the given expectation, and lend credence to his promise about non-immediate action with a prescribed list of gods’ names and divine punishments.\textsuperscript{205} For instance, one ukebumi, produced by a landed lord to accept his commission in 1363, expounded on the ways he intends to govern a designated estate over six clauses. Like many of its counterparts, the document opened its proclamation with “I hereby accept” (mōshi uku) and then closed with a note on divine punishment that read as follows: “I will adhere to and not infringe the preceding obligations written. If I violate these clauses…the punishments of Kōbō Daishi and Hachiman shall befall. I hereby present this ukebumi.”\textsuperscript{206}

Although the origin of ukebumi dates back as early as the ancient period, its development was propelled during the Kamakura period by a systemic change introduced to the way tax collection and protection were provisioned by the landed lords within the shōen landholding system. To secure a reliable tax base against corruption, inclement weather conditions, and other deterrents, the shōen proprietors in Kyoto charged landed lords with a fixed rate of land tax called ukeryō (“fees for an accepted responsibility over designated estates”). In return, the landed lords gained immunity from aristocratic intervention and exercised full authority over the responsible shōen estates, which now became their ukesho (“accepted estates”). The resultant employment relationship between the shōen proprietors and the landed lords under contract was thereby formed, known as jítōuke or shugouke, and the latter produced ukebumi to accept and outline the responsibilities owed to the former.

\textsuperscript{205} Ibid., p. 160.
It was in this context that *ukebumi* served its function as the letters of acknowledgement that expressed the acceptance of commission orders received. Also originated from the communication between the *shōen* proprietors and the landed lords was a significant proportion of *ukebumi* that served to evidence the payment of land tax as receipts (*uketori*). This type of *ukebumi* thus became indistinguishable from such bonds as *henshō* (“replies”) of Heian origin which were conventionally issued upon tax and other tribute payments, as well as *uketorijō* (also, “receipts”) that proved the transactions of commodity and monetary exchange.\(^{207}\) Furthermore, other types of bonds that eventually emerged from this particular function of *ukebumi* included such written reports as *chakutōjō* (“reports of arrival”), which each member of a samurai retainer band drafted to inform how fast he responded to the bakufu’s emergency call for war mobilization, and *gunchūjō* (“reports on battlefield achievements”) containing the details of his own services and achievements on the battlefield. Once both reports were received, the bakufu or the master of respective retainer band inscribed a two-letter word (*uketamawaru*) that acknowledged the acquisition of these documents and fixed a signature next to the text before distributing the rewards for each retainer.\(^{208}\)

The second function of *ukebumi* pertained to its role as a form of written request or application (*shinsei/seikyū*) used to solicit favorable future actions. The kinds of demand this type of *ukebumi* made ranged from payment claims on exchanged commodities and stipends attached to labor and other service performances to legal petitions rooted in social and economic causes. For instance, one *ukebumi* from the eighth century called “On the Application of Remuneration” (*mōshi uku fuse no koto*) was issued as an invoice by the Sutra Copying Office to charge “brush and ink fees” (*hitsubokudai*) for the transcription service performed. Furthermore, another *ukebumi* from 1498, entitled “An Entreaty Regarding Unpaid Tribute” (*mōshi ukekou mishin no koto*), was

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\(^{207}\) Ibid., p.214,

\(^{208}\) Ibid., pp.237 and 240.
a piece of application prepared by a peasant in order to request a suspension of tribute payment. In the document, he expressed his commitment to fulfill his tax burden by providing the authorities with a concrete payment deadline.\textsuperscript{209}

One notable type of bond closely linked to this particular function of ukebumi was yuzurijō, a document of Heian origin that was commonly exchanged between the members of a certain kinship group upon the transfer of rights over their household assets and properties. Since its early inception, the transferor was required to submit this bond of assignment to the master of his retainer band, the bakufu, or the daimyo of his local jurisdiction, in order to complete the intended transaction with his assignee.\textsuperscript{210} The transfer of properties from a parent to his heir was thus a public affair, which involved a process of guarantee by the authorities called ando, and through such an intervention of power a respective ruling authority strengthened his vassals’ tie to both land as well as himself within the framework of the medieval vassalage system.

Within this context, yuzurijō served dual roles as a piece of evidence on property transfer between the transferor and his assignee and a form of application for the guarantee submitted to the ruling authority from the transferor-applicant. As a result, the bond, which explained the nature of the asset transaction, was written in the basic form of ukebumi as a means to inquire a governmental sanction. For instance, one yuzurijō from the early 11\textsuperscript{th} century, which expressed a father’s intention to transfer the superintendent rights over his charged estates and private lands to his son, was called “On the Application for Official Sanction (mōshi uku kunisabaki no koto).” Followed by the reason of the transfer, the names of both the transferor and the assignee, and the names of the territories in question, the applicant “requested that [the officials] would give sanction using [their] reasonableness (dōri ni makase saika koton i uku).” The closing statement further

\textsuperscript{209} Ibid., p. 211 and Nihon rekishi gakkai ed., Gaisetsu komonjogaku: kodai, chūsei hen, p.163.
evidenced its close connection with *ukebumi*; it recapitulated that the purpose of this *yuzurijō* was to “inquire for an official stamp of approval (*kokuhan no tame mōshi uku*).” A short official note that permits the transaction added in an empty space on the edge of the document indicates that the father’s request was examined and granted by the institution in charge of awarding the official guarantee.211

Any economic transactions involving the sale, loan, or transfer of private assets were not complete without required official sanctions and were therefore written in the traditional form of *ukebumi*. In addition to *yuzurijō*, other bonds closely related to *ukebumi* included *baiken* (“deeds of sale”) and *shakuyōjō* (“promissory notes”) that also served as the applications submitted to the provincial officers who warranted the legitimacy of intended trade. Some of these documents similarly preserved *ukebumi*’s characteristics; for instance, those engaged in relevant economic transactions were often referred as *unkenin* (contractor, or literally, “A person that accepts and agrees to [an intended transaction]”).212

While preserving the attributes unique to *ukebumi*, however, these particular types of bonds also began to implement strategies to minimize the risks of defection in forms of compensation, verbal affirmation, divine punishments, and remuneration. For instance, *baiken* protected the buyers against any breach of contract by adding a refund policy, an interest on the property, or other alternative forms of compensation. Moreover, these deeds of sale also contained verbal promises that prohibited the seller’s sons, families, and other interested parties to (re-)claim the sold properties, as well as an imposition of punishments on anyone who would violate the

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211 Ibid., p.247.
212 Ibid., p.261-274 and 274-282.
As shown below, the development of medieval-period bonds followed the basic trajectory as the following:

![Diagram of Ukebumi](image)

**Figure 3.1. Trajectory of the Development of Medieval-Period Bonds**

The brief summary shows that *ukebumi* was a literal device used to delineate the nature of agreement between those engaged in social, political, or economic transactions. The various types of medieval-period bonds discussed above demonstrated some degree of relationship with *ukebumi*. The fact that these bonds on monetary exchanges, transfer of rights, and other forms of economic transactions are to this day referred in the Japanese corporate world as *shōhyō* (“documentary evidence” or literally, “evidence of *tanomi*”)\textsuperscript{214} is a curious coincidence, one that

\[\text{\textsuperscript{213} Nihon rekishi gakkai ed., Gaisetsu komonjogaku: kodai, chūsei hen, p. 194.}\]
\[\text{\textsuperscript{214} The kanji transcription is 証憑 and as discussed in Chapter Two, 憲 was read as *tanomi* in ancient literature.}\]
might imply the significance of *tanomi* for bonds and other evidenced documents of contracts. The sections that follow below will explore the close connections between *ukebumi* and *tanomi shōmon* by paying a particular attention to the styles and functions both documents shared in common.

**Origins of *Tanomi Shōmon***

As I will argue, *tanomi shōmon* were service agreements devised by Tokugawa villagers, which defined the terms of work between service providers and clients regarding the scope, length, and/or cost of service performance. The kinds of services the trustees offered varied widely, ranging from the book-keeping and other administrative work typically handled by local village leaders to the provision of knowledge by the notables at region level or other specialists who were brought into supporting the mass movements against the hostilities of the neighbors and the ruling authorities. Given the variety of provided services, those who were invited to enter the agreements with villagers came from different levels of village administration or different segments of peasant society.

An effective tool used to interlock such diverse individuals in contract relationships, one that might suggest a plausible link with *ukebumi*, was the following key phrase often included in *tanomi shōmon*: “We trust that you will accept our plea.” Some examples are shown below.

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215 For example, the expression in the original transcription was follows: “御請被下候用願入候” and “御請御願被下候様御願入候.”

216 Other examples include: 1) a 1787 *tanomi shōmon* that writes: “as such, we trust you would accept to carry out all the investigation (依之万事御吟味御願被下候様願入候)” ; 2) a 1809 *tanomi shōmon* that writes: “we trust all is settled since you have fixed your signature as a gesture to accept [our plea]... (貴殿御引請御加判被成下候而相済候様御願入候処...); and 3) another 1809 *tanomi shōmon* that goes: “We trust that you would accept the job and handle the investigation even though it might be somewhat taxing... (乍御苦労何分二も御吟味奉請候様願入候)"
On the Note Being Submitted (1789)\(^{217}\)

Item. Since our league of villages is unable to bear the extra tax rice burden commanded by the traveling inspectors, we asked you to be our representative and [thanks to your negotiation] the Magistrate’s Office has recently granted an investigation. 

Given this, we ask you to continue as our representative and trust (tanomi) that you will accept (ouke) our plea (onegai) and carry out the investigation. As part of our plea, we promise to provide you with all travel expenses without any delay, including other costs associated with your trips to the office regardless of the number of trips you make between home and Edo. Even if our plea is not acceded, we will raise no complaints. If our plea is rejected, our villages will face hardship and bankruptcy. We humbly ask you [to investigate the matter] and plead you [to negotiate the officials for tax exemption]. We hereby submit this [document] as a proof for the future.

On the Note of Trust (1805)\(^{218}\)

Item. Since the men [assigned to the job of pumping irrigated water] at the water outlets belonging to Sukezaemon of Sunagawa Village are unable to perform their job due to other commitments, we, the villages, wish to write an appeal to the officials in charge of public works. To that end, please accept (ohikuke) [to take care of] the various matters we have entrusted (tanomi) to you as our representatives. We will provide you with two shu of silver per day for handling these affairs. We will also offer two shu for each worker assigned to each post at the water outlets.

Furthermore, we trust (tanomi) you with the task of drafting a written contract so that each man working at the water outlets as well as each individual household will prorate expenses and present the money to you should you require more funds [in the future]. And when that happens, we will provide you with the money without any delay at all. We hereby submit this Note of Trust.

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On the Note Stating Trust (1823)\textsuperscript{219}

Item. The thirteen villages of Hachijō ryō are charged with the civil engineering project over the stretches between the sluice gate of Kasai canal located in Honkawamata village and Kawarazonetamei, and the construction works funded by both the bakufu and our villages are scheduled for next spring. We have put our trust in you as our representatives so that you can lead the planning, supervision, and execution. Please accept (ohikiuke) and carry out these tasks, so that the project is complete without any disruptions. Needless to say, the members of the village cooperative will cover all the necessary expenses and present the money to you. We hereby present this Note of Trust containing signatures of all village leaders.

While such a phrase highlights tanomi shōmon’s role in requesting a specific service to the trustees, other evidences show that tanomi shōmon were also intended to announce the official responsibility accepted by the trustees. In one particular document, for instance, the trustee had already accepted to fulfill his side of the deal, writing: “We deeply appreciate that you have accepted (shōchi) what we have entrusted (tanomi) to you. As such we hereby drafted this Note of Trust for your future reference.”\textsuperscript{220} Another document entitled “On the Statement of Trust Being Submitted (1849)” similarly expressed trusters’ gratitude towards the trustee who agreed to request public investigation to the government officials on their behalf. It reads: “When we entrusted (tanomi) you to appeal for official investigation, you have accepted (shōchi) [our request] and we are deeply grateful for that.”\textsuperscript{221}


\textsuperscript{221} The passage read as: “御吟味御願被下度御頼申候処、御承知被下忝存候.” See “On the Statement of Trust Being Submitted (差出申頼書之事; 1849)” in Sodegaura chōshi, shiryōhen 2, ed. Sodegara chōshi hensan inkai (Chiba: Sodegurachō, 1983), p. 395. Another document, entitled “On the Statement of Trust Being Placed” (1832), was produced by one villager to request another to arrange the repossession of his pawned household assets and properties in an attempt to restore his household name. The concluding statement added at the end of the written agreement indicates that the trustee had already accepted the request. It writes: “I am grateful that you have accepted (goshōchi) what I have asked. For a future reference, I hereby send this Statement of Trust.” See “On the Statement
Moreover, following a statement that expressed trusters’ gratitude towards one nanushi for accepting their request, the trusters in yet another document entitled “On the Note (1841)” agreed to make sure that his job would be performed without any disruptions. It reads: “We are deeply grateful that you have agreed (shōchi) what we have entrusted (tanomi) to you. If anyone asserts himself and raises any objections, all of us will take on (hikiuke) the burden and make sure not to cause any hardships to all the villages involved.” On a similar note, a different tanomi shōmon indicated that while an individual “agreed to (shōchi)” and “accepted (hikiuke)” an assigned responsibility, the small-landholding peasants “agreed (shōchi)” to the payment terms specified on the document.

Tanomi shōmon thus assumed seemingly contradicting functions of ukebumi, serving both as the letters of application or request used to demand a specific service from the trustees, as well as the letters of acknowledgement aimed to announce the official responsibility accepted by the trustees (see Figure 3.1). The Tokugawa villagers recognized this particular nature of tanomi shōmon by distinguishing these documents from such Tokugawa-period pleas as negaisho (“Statements of Desire”) and making adjustments to the titles (kotogaki) and concluding statements (kakitome) that traditionally characterized these “Statements of Desire.”

Negaisho were written pleas rooted in kishōmon, which were produced by Tokugawa villagers to petition for special considerations to the ruling authorities when tax and labor burdens were unduly heavy, territorial disputes touched off conflicts with their neighbors, and so on. These

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documents were generally distinguished from the others on the basis of their titles, whose use of humble and respectful words set a distinctive tone for the written pleas that followed. For instance, the villagers’ pleas produced for the Magistrate’s Office were usually entitled as: “With all due respect, allow us to humbly speak through this written note.” Similarly, the title attached to petitions addressed to the Intendant’s Office often read as: “With all due respect, allow us to speak and file an appeal.” In a similar manner, negaisho’s concluding statements typically ended with a word of entreaty such as: “We would be deeply grateful if you show mercy and grant our wish.” Negaiso are arguably the most common type of public records from the medieval period that have survived to this day. The examples are therefore too numerous to list here, but in general, the titles and concluding statements attached to these pleas combined to pay respect to the eminence of the bakufu.

Negaisho were also produced by Tokugawa villagers when making specific demands to the local leaders who were elected from the circle of titled peasants. While the titles attached to this type of negaisho did not adopt the same degree of humble tone applied to the pleas presented

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224 The title in the original transcription goes as follows: “乍恐以書付奉申上候.” For other examples, see “On the Note (一札之事; 1690)” in Nagareyamashishi: kinsei shiryōhen 2, ed. Nagareyamashi kyōiku inshōhitsu (Nagareyama: Nagareyama kyōikuinshōhitsu, 1988), pp. 273-274 and “On the Written Statement (口上書之事; 1683)” in Toyokawa shishi: chūsei kinsei shiryōhen, ed. and Toyokawashishi hensan inshōhitsu (Toyokawa: Toyokawashi, 1975), pp. 668-669 and 669. Also, another document submitted to the Magistrate’s Office as a plea for tax rate reduction had a similar kotogaki: “With all due respect, allow us to humbly request through this written note (乍恐以書付奉願候).” See “On the Matter We Wish Through the Written Note (以書付願候御事; 1713)” in Oyamashishi shiryōhen kinsei 1, ed. Oyamashishi hensan inshōhitsu (Oyama: Oyamashishi, 1982), p. 599.


226 The original transcription was as follows: “御慈悲二被為聞召分ヶ被為仰付被下候ハ 難有可奉存候、以上．” See “On the Written Statement (口上書之事; 1683)” in Toyokawa shishi: chūsei kinsei shiryōhen, ed. Toyokawashishi hensan inshōhitsu (Toyokawa: Toyokawashi, 1975), pp. 668-669 and 669.

for the bakufu officials, it still paid the kind of respect commensurate with those village leaders, recognizing their superior positions over the others who held no offices within the village community. The most common title typically read as: “On the Note Being Presented.” Although such a distinction is not surprising, it is helpful to take note of these common features that characterized negaisho when examining tanomi shōmon.

During the Tokugawa period, tanomi shōmon were often hardly distinguishable from negaisho. For instance, one tanomi shōmon from 1776 which was created to “trust two representatives” with a planned collective action was entitled “With all due respect, allow us to express our wish through XXX.” Following the example set by negaisho, the document’s concluding statement also contained such words of entreaty as the following: “We would be deeply grateful if you show mercy, grant our wish stated herein…and save the peasants from hardships.” The title and the concluding statement constituting another tanomi shōmon from 1782 were also similar to those of negaisho, opening with “With all due respect, allow us to express our wish through this written note” and ending with “We would be deeply grateful if you listen [to our prayer] with exceptional mercy…and give us your generous help.” Together with other examples, these tanomi shōmon, which were produced to elicit favorable actions from appointed representatives, emulated the negaisho conventionally dedicated to the bakufu officials.

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228 The titles were written as: “指上申一札之事” or “差上申一札之事.” Nihon rekishi gakkai eds., Gaisetsu komonjogaku: kinseihen, p. 240.
231 The document’s title was “乍恐以書付奉願上候” and the concluding statement read as: “此段格別之御慈悲を以御聞済被成下候得ハ・・・広太之御救与難有仕合二奉存候.” Ibid., pp.289-290.
232 Other examples include: “With all due respect, allow us to express our wish through this written note (恐れ乍ら書付を以て願い奉り候; 1790)” in Sakaesonshi minzoku bunka shiryōhen, ed. Sakaesinshi hensan iinkai (Niigata: Sakaesonshi hensan iinkai, 1982), pp. 786-787; “With all due respect, allow us to speak (乍懸口上; 1793)” in Suitashishi, vol. 6, ed. Suitashishi hensan iinkai (Suita: Suitashi, 1974), p. 342; and “With all due respect, allow us to express our wish through this written note (乍恐以書付奉願上候; 1807)” in Niitsu shishi shiryōhen, vol. 3, ed. Niitsu shishi hensan iinkai (Niitsu: Niitsushi, 1990), pp. 85-86.
Also prevalent during the same period was a considerable number of tanomi shōmon, which emulated the negaisho submitted to the local village leaders. The titles attached to the examples below exhibit a further connection with negaisho:233

On the Note Being Presented (1640)234

We used to trust in you as our shōya, but since the previous domainal lord was transferred, our village has had Sakuzaemon [as shōya instead]. But because we do not have any familiarity with Sakuzaemon, we wish to trust in you, Shinzaemon, from now on.

On the Note Being Presented (1705)235

Item. Although we planted rice during this year of the rooster, we have been troubled by bad crops as a result of the drought experienced between the fourth through the sixth month. We are thus faced with a difficult situation since while we can harvest some rice, we are hesitant to present [the bakufu with] such poor-quality crops.

Given the conclusion of the group consultations you have been selected to serve as the representatives of our three villages, and we entrust you to present this year’s crops to the public authority. Though we fully share your anxiety, we trust that you will explain our situation to the public authority [when presenting them with bad crops]. For a future reference, each of us hereby signed this note.


Beginning around the mid-seventeenth century, however, a considerable number of *tanomi shōmon* was gradually referred to as *tanomisho* (“Statement of Trust”) rather than *negaisho*. When the fifty-two villages formerly belonging to Odawara domain stood in mass protest against their newly appointed ruler in 1813, they carefully differentiated these two types of written pleas in the process of winning concessions to their demands. Over the course of their fight, the villagers produced two *tanomisho/tanomi shōmon*. The first one was produced by the heads of *goningumi* in Nakakitashimo village after, according to the document, “the *negaisho* signed by the fifty-two villages, which was presented to the deputies at Nishikawa branch office for them to pass on to [the bakufu in] Edo, was rejected to [their] immense surprise.”

Concerned about potential accusations against the authenticity of their *negaisho*, the heads produced a *tanomisho*, one that entrusted an appointed representative named Jirōemon to personally deliver the *negaisho* to the intendant in Osaka. The concluding statement of this particular *tanomisho* read as follows:

……As such, we will provide you with ink and brush fees as well as other emergency expenses associated with your travel as instructed. Now that we have placed trust in you, neither of us should have a change of heart. If you face another rejection by the officials in Osaka…please make sure that you deliver [the *negaisho*] to the very hands of the intendant. We hereby submit this Note of Trust.

In contrast, the *negaisho* entrusted to Jirōemon was entitled “With all due respect, allow us to humbly express our desire through this written note,” while its concluding statement read as

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237 Ibid., p. 423.
follows: “Please show your exceptional mercy. We would be deeply grateful if our village could be allowed to remain in your rule of domination.”238

The second *tanomi shōmon*, entitled “On the Statement of Trust Being Submitted,” was prepared by another village, Utano, in the same region. Similar to the first one shown above, the villagers of Utano placed “trust in [two representatives] so that they will express the villagers’ grievances about the change of rule to the intendant.” In return for the service accepted by the representatives, the villagers promised to “prorate brush and ink fees as well as other necessary costs equally according to [their] respective *taka* holdings and offer them to the representatives without any obstructions.”239 The appointed representatives then submitted the Utano village’s version of *negaisho* to the same intendant in Osaka.240 The two *tanomi shōmon* from Odawara domain thus show that these written documents, which were once indistinguishable from *negaisho*, were now used for private conversation between appointed representatives and villagers.

Further evidence supports the attempt by the Tokugawa villagers to propel the move away from *negaisho* and establish *tanomisho/tanomi shōmon* as an independent literal device specializing in private communication between themselves.241 For instance, one *tanomi shōmon* entitled “On the Note of Trust Statement” implies that a *negaisho* requesting the imposition of a regulatory order on overfishing was accepted by the Magistrate’s Office, and this particular document was created to express the villagers’ gratitude towards the council of village officials.

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238 The document’s title was “乍恐以書付奉願上候” and its concluding statement read as follows: “何分、当村之儀は、格別之御懐懐を以、御膝元におゐて…百姓一同難有奉存候。” Ibid., p.423-424.
240 Ibid., p. 426-427.
who handled the negotiation with the officials as well as to define the payment terms needed to compensate for any costs associated with the process for policy implementation.242 And when a different negaisho requesting the official investigation of alleged misconduct by nanushi was dismissed, a tanomi shōmon called “On the Statement of Trust Being Submitted” was produced to lay out the details of an agreement between the outraged peasants and an individual named Kiuemon, who accepted the role of filing an appeal for an open investigation to the government officials.243

As this particular document deployed for condemning nanushi demonstrates, tanomisho/tanomi shōmon facilitated private conversation among like-minded people who were driven by shared interests regardless of their socio-economic standings within the respective village community. In 1849, for instance, both titled privileged farmers and non-titled small-landholding peasants elected one representative for each group and co-signed “On the Note of Trust Statement” so as to collectively condemn the ongoing misconduct by their village officials.244 In response to the development of this inclusive nature of tanomisho/tanomi shōmon, their titles also made a shift towards something that does not signify the relative positions between the trusters and the trustees. One example that represents such a shift is the following document, which was produced for nanushi. Even though nanushi held superior social positions over the others within peasant villages, the title attached to the following tanomi shōmon adopted a neutral tone, one that marks a departure from the titles conventionally adopted by the early Tokugawa-period, negaisho-type tanomi shōmon (“On the Note Being Presented”):

On the Note Being Submitted (1830)\textsuperscript{245}

The headman of this village, Jūrōzaemon, has been facing financial difficulties in recent years. While he has sold his properties selfishly, he is still in debt and has not paid his own portion of tax burden for quite some time. For this reason, the Magistrate’s Office has ordered us to find a new headman, but it has been quite difficult to do so…

The Office thus selected you to be the successor, but we understand why you are hesitant. You might be asked to travel to other villages. We will remain greatly indebted to you so please bear with us.

We trust you with the position of the headman and help the village survive.

If Jūrōzaemon and others cause trouble while you are performing your role, the entire village, not to mention the other officials (kumigashira and hyakushōdai) will take charge. We will not bring any trouble or hardship to you. As a proof for the future, we hereby submit this note containing the signatures affixed by the entire village including the water-drinking peasants.

Another example (1834), one that was used to appoint hyakushōdai, was similarly read as follows:

On the Note Being Submitted (1834)\textsuperscript{246}

Item. With regards to the office of hyakushōdai in this village, it is a requirement that all members of respective kumi association consult together to choose one [hyakushōdai]. We have had the discussion as a group and decided to trust you with the position of hyakushōdai. On top of this new role, we also entrust you to continue your part, like the rest of us, in the sukegō system, and you have accepted (shōchi) this request with promptness.

As such being the case, please fulfill your duty sufficiently. We hereby place this Note of Trust.

Over the course of Tokugawa period, a large proportion of tanomi shōmon was also prepared for sōdai, or representatives, in addition to the local village officials shown above. As the interface with the neighboring villages, the ruling authorities, and others who were outside of their own group, these positions were commonly served by those equipped with adequate skills in verbal


and written communication. In spite of their relatively prestigious backgrounds and the gravity of their assigned responsibilities, the titles attached to these tanomi shōmon similarly lacked humble language. One representative case is the following document from 1826, which involved a dire request from a league of villages. It was produced for some able men representing the vast county comprised of Kai, Yashiro, and Koma:

On the Note of Trust Being Submitted (1826)²⁴⁷

Item. When summoned by the Magistrate’s Office, our representatives were informed that the entire region [under its jurisdiction] will no longer stockpile emergency rice at the storehouses…

Even though we do not suffer from famine for the time being, [famines] have ravaged the county over the course of our history. And since we are now required to feed the officials in their Edo residences as well as the laborers assigned to construction sites with our cash money [instead of the emergency rice], the entire county will face serious hardships.

Headmen and other leaders from our respective village wish to pay a visit to the Office and make a plea for help, but we are feeling utterly daunted. We trust that you can make some arrangements and make that plea on our behalf. Should you need any money to cover the costs associated with these services, we will prorate the expense equally according to our respective taka holdings and present to you without any delay. To that end, we hereby submit this Note of Trust.

Another document from 1805, which was addressed to three representatives, also had a similar title devoid of any submissive and subservient connotations. Its extensive list of signatures affixed by all male members of Nishiura village including titled landholding peasants, non-titled landless peasants, and the so-called water-drinking, petty peasants emphasized the strength of group unity and determination behind their collective action against the incumbent shōya:

On the Note Being Sent (1805)\(^{248}\)

Item. Since the *shōya* of this village, Ōzaburō, mishandled the funds of rice, silver coins and others needed for tribute payment, it is difficult to subsist as peasants. As such, the landholding peasants had a discussion and placed trust in each of you to be our representatives…

While we trust that you use your discretion and implement the arrangements necessary to restore our village, you can handle matters in any way as you see fit…

If any of you falls sick or can no longer serve your role for any reason, we will do the part based on your guidance. We hereby send this Note of Trust containing our signatures for your future reference…

Furthermore, the following document from 1675 was produced by the representatives of Ōtani village to charge three local notables at region level with a responsibility over a valuable supply of irrigated water. Although their given surnames imply that these trustees occupied social positions higher than the village representatives (who were typically not permitted to inscribe their surnames on public documents), the document, like the rest of the examples seen thus far, adopted a title which had a neutral tone:

On the Bond of Trust Being Submitted (1675)\(^{249}\)

Item. Since Ōtani village was struck by drought, all of the villagers struggled to eke out our living. Each of you has put forth the plan to develop a water channel in our village in order to draw mountain water from both Ōnuma and Ōgureyama villages. The plan has succeeded and we now have access to the water for irrigation. We are truly grateful for that.

Given [this success], please continue to serve in your positions as long as you can. If you come to feel dissatisfied with your roles in the future, the members of the entire village promise that you will be in good hands and well looked-after. We will be true to our word over the generations of our children and grandchildren. We hereby submit this Bond of Trust for a future reference.


As shown above, the titles attached to *tanomi shōmon* tended to avoid the humble language traditionally prescribed to the *negaisho* presented to both ruling authorities as well as the local village officials such as *nanushi*, *kumigashira*, and *hyakushōdai*. In addition to the examples discussed thus far, the following is a list of other common titles used for *tanomi shōmon* starting with the most frequent: “On the Note” or “On the Note of Trust”250, “On the Note Stating Trust”251; “On the Note of Trust Being Transmitted”252; and “On the Note of Trust Being Placed.”253

Another feature of *tanomi shōmon* that sets them apart from *negaisho* was *kakitome* or concluding statements. The concluding lines added to *tanomi shōmon* now indicated that these documents stood as bilateral contracts, which were created to leave the accurate records of the mutual agreements reached between the trustees and the trustees. For instance, a document entitled “On the Letter of Trust” contained the following *kakitome* to indicate that it is a bilateral agreement: “We hereby prepared this Agreement of Trust containing group signatures so that there are no discrepancies.”254 Such a tone was echoed in another concluding statement from a different


tanomi shōmon when the trusters wrote: “Now that we trust [in you], we will raise no objections until the end. We hereby submit this proof containing group signatures for the future.” Furthermore, the following common kakitome included in tanomi shōmon also indicate that the documents were written as future proofs: “We hereby submit this Note of Trust for the future”; “As a proof for the future, we hereby prepared the Note of Trust”; or “We hereby prepared this Note of Trust for your keeping for the future.” These show that particular arrangements had been discussed and agreed by the time the villagers sat down to draft tanomi shōmon. Other types of bonds, such as yuzurijō and baiken, also contained concluding statements similar to the ones discussed above; such a form of kakitome, one that emphasized the significance of a sustaining reciprocal relationship, was thus characteristic of most bonds and this added line at the end of each bond lent substance to itself as a legal evidence that could be produced to a relevant superintendent office for governmental intervention if any doubt was cast on the validity in the future.

These characteristics therefore suggest that tanomi shōmon served the two main functions of ukebumi, demonstrating some degree of relationship with this early form of jōshin documents.

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254 The common expressions include: “We hereby submit this Note of Trust for the future (為後証之小作百姓惣連印頼証文、仍而如件)”; “As a proof for the future, we hereby prepared the Note of Trust (為後証頼一札如件)” and “We hereby prepared this Note of Trust for your keeping for the future (依之為後日頼一札入置申処仍而如件).” The examples are numerous but some of them can be found in: “On the Note of Stating Trust (相頼一札之事; 1814)” in Nagareyamashishi, kinsei shiryōhen 2, ed. Nagareyamashi kyōikuinkai shishi hensanshū (Nagareyama: Nagareyamashi kyōikuinkai, 1988), p. 312; “On the Note of Trust (頼一札之事; 1803)” in Ōisochōshi shiryōhen kinsei 2, ed. Ōisomachi (Ōisomachi: Ōisomachi, 1999), p. 56; and “On the Note (一札之事; 1813)” in Washinomiyachōshi, shiryo 2 kinsei, ed. Washinomiyachō (Saitama: Washinomiyachō, 1981), p. 528. Other variants include: “As a proof for the future, we hereby submit this tanomi shōmon containing the signatures of all small-landholding peasants (為後証之小作百姓惣連印頼証文、仍而如件)”, or “For the future, we hereby produced this tanomi shōmon containing the signatures of the entire group of peasants for your keeping (為後日頼百姓一同連印頼証文入置申処、仍而如件)”. See “On the Bond of Trust by the Entire Villagers of this Village (居村抱持惣百姓懸証文之事; 1812)” in Nakajōchōshi shiryo, vol. 3, ed. Nakajōchōshi hensan inkai (Niigata: Nakajōchō, 1985), p. 635 and “On the Co-Signed Bond of Ageement Stating Trust (御頼申議定連印証文之事; 1810)” in Fujisawashishi, vol. 2, ed. Fujisawashishi hensan inkai (Fujisawa: Fujisawashi, 1973), p. 70, respectively.

255 Satō, Komonjogaku nyūmon, pp. 254, 265-274.
While a basic purpose of *tanomi shōmon* was for trusters to request a specific service to the trustees, they were bonds in which both accepted the conditions of the service and exchanged promises to fulfill their own part for each other. As shown in the examples above, the trustees typically agreed to perform a certain type of service in exchange for monetary reward and compensation. In such a form of bilateral contracts where each party agrees to give something the other values, the terms of the reciprocal agreements were generally discussed and agreed before they were put in writing.

Another factor that adds a further observation on the origins of *tanomi shōmon* is the three essential components which characterized *ukebumi*, namely: verbal affirmation, monetary rewards (brush and ink fees), and compensation (See Figure 3.1). As shown in the following pieces of Tokugawa-period *ukebumi* which contained the details of agreement about contract workers, the three of them played important mechanisms for contract enforcement. The first *ukebumi* was a short-term employment agreement between three guarantors of Horikawa village and a broker from another village. The guarantors entrusted a girl named Hana to the broker who helped connect her with a household in need of an indentured servant:

On the Agreement of Contract (*ukejō*) of an Indentured Worker (1787)\(^\text{258}\)

Item. This girl, named Hana, is a person of a legitimate background. As guarantors (*ukaenin*), we present her for indentured work over the period of one whole year, starting from the coming second month of this year until the second day of the second month of the following year. We certify the receipt (*uketori*) of two bu two shu as a ransom (*minoshirokin*). For Hana’s wardrobe, please arrange one unlined cotton *kimono* for the summer and one lined *kimono* for the winter.

Now that we have reached the agreement on Hana’s indentured work, she will not disobey the practices and customs of the house no matter where she is sent. If she behaves inappropriately by any chance, we will make sure to resolve the problem in any manner you desire, whether by arranging a substitute worker or paying a sum of money as compensation. We hereby present this Agreement of Contract for your future reference.

Item. Hana’s family belongs to Zen sect for many generations, and their patron temple is the Senshū temple of our village. Her temple record (teraukejō) is therefore kept with us. Should you need the record, we will submit it whenever you request.

In addition to acknowledging the ransom received from the broker in exchange for handing over Hana (monetary rewards), the guarantors bolstered the broker’s confidence in the contract by writing: “[Hana] will not disobey the practices and customs of the house no matter where she is sent.” To further enforce this verbal affirmation, the guarantors promised compensation in forms of money and a substitute worker. Throughout the Tokugawa period, most ukebumi deployed for the employment of indentured servants were written in the same fashion, and verbal affirmation, monetary rewards, and compensation played essential roles in these contracts.

Another example is the following ukebumi, which specified the scope and the cost associated with the transportation service fulfilled by sukegō villages. Provisions of compensation and a stipend called tanomi kyūkin (literally, “fees for tanomi”) constituted the important elements of this particular document:

On the Note of Agreement over Day Laborers (1865)

By the order of the office of jitō, twenty-two villagers will service as porters and accompany the officials on their trip from Hachimanyama chō to Osaka. The fees for this tanomi (tanomi kyūkin) is twenty-five ryō of gold per annum, so please calculate the daily wage based on the number of months worked. As an advance, I certify the receipt of twenty ryō of gold via two villagers. The departure is scheduled on the 27th day of this month and there is no inaccuracy with this date.

259 One exception might be the fact related to the amount of ransom for male indentured servants which was typically higher than that of females.
If these villagers cause trouble at post stations or other locations on the trip, the villages that received the stipendiary fees will return the money to you. I hereby submit this ukejō (“letter of acceptance”) for future reference.

Consistent with these characteristics of ukebumi, tanomi shōmon also relied on verbal affirmation, monetary rewards, and compensation to sustain the agreements between trusters and trustees. The following graph shows the number of tanomi shōmon, which contained one or a combination of these three elements of ukebumi:

Figure 3.2. The Three Main Components of tanomi shōmon
*I collected the documents only up to 1872.
One of the essential components of *tanomi shōmon* were trusters’ words that bolstered trustees’ confidence in their mutual agreement about non-immediate action. In the effort to encourage trustees’ commitments to their assigned responsibilities, the trusters frequently expressed their support by promising to refrain from engaging in behaviors that might obstruct the trustees’ performance. They promised they would not inconvenience the trustees with accusations (*igi*), hardships (*kurō*, or sometimes, *nangi*), or nuisance (*meiwaku*), but perhaps the most notable word used was “*urami*” or grudge. For instance, when two villagers accused of embezzling tax rice “placed trust in two heads of *kumi* association” to protest the attacks from their fellow villagers, the two wrote that they “would not hold any grudge [against the heads of *kumi* association]” even if they were ultimately punished by the bakufu.\(^\text{261}\) In another instance when the villagers from a different region trusted their appointed representative to travel to Edo and lobby the bakufu officials for a government-sponsored irrigation project, they also promised not to hold any grudge: \(^\text{262}\)

> Even if we fall or die at the moment the project is done we will not hold any grudge against you. We will cover the travel cost to Edo and all other expenses by prorating equally among us according to our respective *taka* holdings. Even if we cannot access irrigated water in the end we will not hold any grudge against you. For your future proof we co-sign our names. If any of us fails to raise silver coins, that person shall loan the money from fellow villagers. We will not impose any nuisance (*meiwaku*) on you. We hereby declare.

In addition to such verbal affirmation, compensation also constituted an important part of *tanomi shōmon*. In the document above, the villagers promised to shoulder all the costs that would

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incurred from the representative’s service performance, writing: “We will cover the travel cost to Edo and all other expenses by prorating equally among us according to our respective taka holdings.”

While this form of compensation was most common, Tokugawa villagers also frequently offered to take over farm and other labor responsibilities during their representatives’ absence. The following tanomi shōmon (1795), for instance, was an agreement between the sixty-two members of Shimogarako village and their appointed representative, named Sanai. While Sanai agreed to file an official complaint against their incumbent nanushi who allegedly mishandled the computation of tax rates, the villagers offered to cover the travel expenses as well as to take over farm work for Sanai: 263

...When you file appeals against the public authority, we will provide you with the travel cost and all other expenses by prorating equally among us according to our respective taka holdings and do so without any delay. If your trip falls during the harvest season, all of us will help each other to look after your field as well as other farm work so that your field would never suffer impoverishment. The entire villagers certify that all stipulations here are true. As a proof for the future, we hereby present this Note of Trust.

Towards the late Tokugawa period, the provision of rewards gradually became an essential part of tanomi shōmon. Its prevalence was accompanied by an increase in the involvement of strangers who were brought into the written agreements as appointed representatives in order to assist a large league of inter-village organizations linked through a common corvée labor (e.g. sukegō), an extensive irrigation system, supra-village commercial activities, region-wide

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petitionary movements, large-scale *ikki* uprisings, and so on. The documents were thus adapted to accommodate a new type of demands and consequently employed rewards as a powerful incentive to urge the cooperation by such skilled yet unfamiliar outsiders who were requested to represent each league’s collective interests.\(^{264}\)

While rice was a common form of reward in the beginning,\(^{265}\) it was eventually replaced with cash whose stipendiary amount was determined by prior group consultations specified in *tanomi shōmon*. For instance, one representative who agreed to file a legal appeal on behalf of a league of villages received the following document containing the cost of service:\(^{266}\)

> …Due to the imposition of the new policy, all of the small-landholding peasants from these villages are facing struggles…We therefore trust that you will file grievances on our behalf so that we could continue our business as before. **Upon our group consultations, we have determined your cost at six monme of silver coins per diem.** We will collect the money from each of us every month and give it to you without fail. For the future proof, we hereby submit the Note of Trusting Representative, signed by each participating village.

Two other pieces of *tanomi shōmon* further indicate that a laborious effort was put in for the decisions about the stipend and its mode of payment:

\(^{264}\) For more discussions, see Chapter Four.

\(^{265}\) For example, see a document entitled “On the Note of Stating Trust” (相頼申一札之事; 1792).” *Koshigayashishi zokushiiryōhen 1*, ed. Koshigayashiyakusho shishihensanshitsu (Koshigaya: Koshigayashi shishihensanshitsu, 1981), pp. 326-327.

On the Note of Agreement (1843)\textsuperscript{267}

Item. Since the villages signing their names on the left were ordered to provide transportation services for the shogun who will be on his way to Nikkō, we have placed trust in you to be our representative and to act as the intermediary [with the bakufu].

Such being the case, please make all the necessary arrangements including the preparation of porters. \textit{With regards to the stipend attached to your service as sōdai (sōdairyō), we will pay six monme of silver coins.} For other expenses that will be incurred [from the service], we will calculate it and divide it equally between our villages. We hereby submit this Agreement of Trust.

On the Note of Stating Trust (1843)\textsuperscript{268}

…Though all of the villagers wish to visit Edo to file appeals [to the Magistrate’s Office] at this instant, it would be very costly if a crowd of people travel…We will modify the rate of the stipend attached to your service as sōdai as we go along. Combined with other expenses related to your service, we will for now set each amount as indicated on the left (below) and present it to you no matter how much time and money it costs [to complete your service]. We will collect the money from all villagers and give it to you on a regular basis so that your performance will not be interrupted.

Item. One \textit{bu} of gold coins per round trip for each representative [traveling to Edo].
Item. Four \textit{monme} of silver coins per representative [as a stipend].
Item. Unexpected expenses should be recorded on account books each time.
Item. The representatives will always be provided from Morito village and Ōzaike village.
Item. The thirteen villages should cover the costs. Emergency expenses should be divided between the fifteen villages according to their respective landholding size.
Item. When filing appeals to the proprietary lord and \textit{jitō} of your respective location, the expenses should be covered by each individual village.
Item. If an official is visiting our villages [for investigation], three \textit{monme} of silver coins will be divided between the villages according to our respective landholding size to cover for the round trip.

In some instances, the stipends paid to the representatives who filed legal petitions to the Magistrate’s Office on behalf of requesting villages were expressed as ink and brush fees, lunch or drink fees. The promise of rewards like these involved trusters’ expectation that a cost invested now should be repaid in the future. After stipulating the mode of stipendiary payment, the villagers who produced the following piece of *tanomi shōmon* expected their representatives to “fulfill the given duty without any disruptions”:

**On the Note of Trusting Sōdai Being Placed (1792)**

By the order of the officials, we are charged with the dredging and expansion works of Arakawa, the river merged by the Nakagawa of Furutonegawa river system. Upon the group consultations held by our villages, we have entrusted you to be our representatives and asked to act as the guides for visiting *chōhari* (men specialized in fixing finishing stake to prepare for the groundwork).

As such being the case, we ask both of you to set out and fulfill the duty. With regards to the stipend attached to your role as *sōdai* (*sōdairyō*), we will determine the rate by referencing general standards and prorate it equally between the cooperative villages on the basis of respective *taka* landholding. Since [we offer the stipend to you] please fulfill the given duty without any disruptions. We hereby place the Note of Trust, signed by all the villages.

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271 See “On the Note of Trusting Representatives Being Placed (入置申懇代債一札之事; 1792)” in *Koshigayashishi zokushiryōhen 1*, ed. Koshigayashiyakusho shishihensanshitsu (Koshigaya: Koshigayashi shishihensanshitsu, 1981), pp. 270-271. Another example demonstrating trusters’ expectation was “Letter of Trust (1824).” It wrote: “We will provide you with the money necessary to cover the expenses whenever you need it and do so without any mistakes. Such being the case, please serve your duty wholeheartedly without any hesitation. We hereby present to you this Letter of Trust containing our signatures for your proof in the future. See “On the Letter of Trust (頼状之事; 1824)” in *Katsunumachō shiryō shūsei*, ed. Ueno Haruo (Katsunumachō, Yamanashi: Katsunumachō, 1973), pp. 493-494.
Tanomi Shōmon and Service ukeoi Contracts

Given the emphasis on compensation and monetary rewards, it can be said that a part of tanomi shōmon’s essential role was to serve as a certificate that warrants the payment of remuneration or alternative forms of compensation to the trustees. One can recall that the main definition of tanomi, examined in Ch. 2, was primarily consistent with the definition of trust found in English reference material, which identifies the notion as “confidence in the intention or ability of a customer to pay at a future time for goods or services supplied without immediate payment.”

Drawing on tanomi shōmon that were created to act on villagers’ behalf in administrative affairs and legal matters, there is an established view that these documents were equivalent to the powers of attorney. A significant proportion of tanomi shōmon, however, was not necessarily aimed at giving village officials the authority to act on villagers’ behalf; instead, it involved service contracts which laid out the details of future transactions between service providers and clients including the scope of service and payment terms. The importance of tanomi shōmon should be therefore evaluated on the basis of their role in forging broad interpersonal relations connected through diverse forms of employment, service, and trade.

To give a few examples to start, one document, entitled “On the Co-Signed Bond of Agreement Stating Our Wish,” was produced by the fifty-three peasants of Hatori village in 1810 after their lord requested to raise a sum of eighty-four ryō of gold coins. Since their village headman agreed to loan them the money, the peasants expressed their sense of gratitude and promised to repay him over the next seven years with an annual interest of 12.5%. This lengthy

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272 Also recall that shōhyō (“evidences of trust”), written proofs of economic transactions often used in contemporary Japanese cooperate world, typically referred to invoices, payment receipts, and other documents that indicated modes of payment.
273 Shirakawabe, Nihon kinsei no jiritsu to rentai, p. 117.
document containing the determinate timeline and detailed steps for debt repayment essentially functioned as a promissory note. A different document, “On the Note of Trust Being Submitted (1855),” was produced by the villagers engaged in fish trade. Since their fellow villagers were detained by the officials due to their inappropriate behaviors at the fish market, the trusters asked the members of another village to negotiate for their freedom. Furthermore, additional examples involving agreements on commercial transactions which highlight tanomi shōmon’s role as service agreements include a written contract between a medical specialist and his patient and another between a famous inn near Ise Shrine and its customers who produced a document to make a reservation. In most of these cases, the trustees were offered with the remuneration appropriate to the kind of specific services they provided.

This section therefore seeks to shed light on a new dimension of tanomi shōmon. While Shirakawabe recognizes an increase in the number of tanomi shōmon that were created to function


as service agreements from the eighteenth century and the importance of remuneration in such a type of documents, he primarily focused on the trustees’ ability to help maintain a functioning village administration at either the village or regional level with their familiarity with legal and managerial matters. As we have seen, these responsibilities were assigned to the local officials, who were typically nominated from the circle of titled, landholding villagers on a rotating basis. As I argue, *tanomi shōmon*, especially in the latter half of Tokugawa period, provided a basic framework for those engaging in broad forms of work relations beyond their role as powers of attorney (*ininjō*) to include service agreements between villagers and individuals with specialized abilities, which contained the details on job description, remuneration, and any other conditions that tied both parties to each other. Such a form of legal document that defines the scope, cost, and length of service performance is known today as *ukeoi keiyaku* (“service agreements” or “service contracts”), which can be traced back to *ukebumi*. While the trusters in both types of *tanomi shōmon* could act on their own judgment, those individuals who were brought into this *ukeoi* type *tanomi shōmon* tended to be service contractors (*goyō ukeoinin*) who were hired by local village officials to ensure the smooth execution of supravillage activities. This specific status group emerged in the eighteenth century along with the positions of *sōdai* (representatives), *furetsugi* (intermediaries), and *kumiaimura* (village leagues), which acted as the conduits between the government and villagers.

Tokugawa villagers often relied on the service contractors for their ability to procure the employment of day laborers (*ninsoku*) and the services of post station managers as well as the supply of horses for *sukegō* transportation once they received the notices on corvée labor from the

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277 Shirakawabe, *Nihon kinsei no jiritsu to rentai*, p. 231-245.
local government. While it was not uncommon for such local village officials as nanushi to take on these responsibilities on top of their regular duties, men who exclusively specialized in the provision of those services were introduced to meet the specific demands of village cooperatives or leagues (kumiaimura) that were organized on an ad hoc basis.\(^{279}\) The government officials were not as concerned about the involvement of substitute laborers (uchi, or “inside”) as the actual outcome and execution of the tasks they ordered (omote, or “surface”).\(^{280}\) In the extramural eyes of the samurai officials, the titled peasants registered on the cadasters were the only personnel responsible for tax and corvée labor. How the peasants allocated and apportioned the burden among themselves was outside the purview of the officials’ interests. In a considerable number of cases, the officials at the Intendant’s Office found the presence of such hired contractors more useful and efficient than nanushi for understanding the circumstances of the village and facilitating their orders.

For instance, when a village was embroiled in a dispute with its neighbors that necessitated governmental intervention, the village officials hired service contractors for their ability to glean informal information from low-ranking bureaucrats at the Intendant’s Office on legal proceedings (naidan), interpose the opinions of the villagers (uchiukagai), and come to a settlement privately (naisai) before any official verdict was addressed.\(^{281}\) Hired contractors typically visited the estates of those bureaucrats on a daily basis to develop intimate relationships with them (they sometimes delivered the remuneration received from the village officials) so that they could provide their

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\(^{279}\) Focusing on one piece of tanomi shōmon produced among the association of wholesalers specializing in fish manure, Hirakawa Arata reveals that its business operation was buttressed by a group of trusters who dealt with the operation on a daily basis and another ad hoc committee charged with administrative and legal affairs under emergency or extraordinary circumstances. He therefore emphasizes the need to take the difference into account when examining the properties of tanomi as well as tanomi shōmon. Hirakawa Arata “Tanomi to seiyaku: Yabuta and Shirakawabe ryōshi no tanomi shōmon ron o megutte,” Rekishi 87 (September 1996): 1-21.


\(^{281}\) Iwaki Takuji, “Kinsei ryōshu shihai to murayakunin, gōyado, kakyū yakunin,” pp. 92-93.
employers with valuable information on legal matters as well as scheduled corvée labor and other problems affecting villagers. Such a circumvolved process involving informal negotiations (naishō) was intended to minimize the potential burdens on villagers and the failure to serve as helpful informants could lead to their dismissal. There was therefore a developed network of such contractors which was attached to each village as kakae gōyado (“designated inns” operated by an association of service contractors), and as Iwaki Takuji demonstrated, the remuneration paid from the village officials to these hired contractors upon the completion of specific service not only constituted an essential aspect of their employment relationship but it also influenced the outcome of naishō itself. While he did not relate the activities of these service contractors to tanomi shōmon, Iwaki pointed out the deployment of the language of tanomi and makase for consolidating the employment relationship between the two.282 The following examination, which focuses on the unique nature of ukeoi-type tanomi shōmon, should be thus placed within a larger historical framework of naishō or informal negotiations.

The first characteristic of ukeoi-type tanomi shōmon that distinguished itself from powers of attorney was therefore the display of the service contractors’ proficiency in specialized field of knowledge and expertise. Tanomi shōmon that involved the employment of construction workers, for instance, often contained an extensive list of trusters’ expectations towards their trustees. One document from 1722 was an agreement produced by a cooperative of villages headed by respective nanushi, toshiyori, and hyakushōdai in charge of managing the construction of water channels. While these delegates of the cooperative arranged a supply of fifty thousand laborers, their “abilities were limited,” thereby incapable of arranging the required total and falling short of 10,800 laborers. To solve the shortage of manpower and related costs, they requested a man named

282 Ibid., pp. 94-96.
Shōzaemon to procure the employment of additional laborers, to make temporary payment for the laborers’ wages and building materials, and to supervise the construction work at specified sites. Shōzaemon was thus apparently a competent human resource agent, moneylender, and site foreman. This particular piece of tanomi shōmon that contained further details on the agreed wage for the employment of each laborer, the fixed period for promised reimbursement, and the exact measurements of each location subject to Shōzaemon’s supervision served as a contractor form that set out the terms and conditions for a specified service between a service provider and his clients.283

The producers of “On the Agreement of Trust for Corvée Labor” (1825) similarly approached Tadokoro Hikosaburō because he “had familiarity with the construction site and personal acquaintance with the people there over the years.”284 The villagers who were actually charged with the repair of water channels along Sagami river wished to hire substitute laborers from other villages or professional construction workers (kurokuwa) because all of them, “from the village officials down to the level of small-landholding peasants,” were both “so ill-equipped and inexperienced in construction works.”285 When they presented Hikosaburō with the proposal to “accept (hikiuke) full responsibility over the matter,” he “agreed (shōchi)” to undertake a range of services for them.286

This particular agreement thus enumerated Hikosaburō’s job descriptions, which included: arranging the inns for visiting bakufu inspectors, hired laborers, as well as Hikosaburō himself and his assistants; offering advice to village officials throughout the entire process from the bakufu’s

285 Ibid.
286 Ibid.
site inspection to the project completion; hiring experienced laborers and professional construction workers; selecting the right sites for borrow pits; and managing the purchase of building materials and other expenses in ways “that would not put any strain on village finances.”

Prior to the employment of Hikosaburō, the local officials were troubled by their fellow villagers who “performed such a poor and uneven job [at the repair]” due to their lack of experience, the overexploitation that turned the borrow pits they picked into non-arable lands, and their own inability to navigate smooth inter-village communication, which adversely impacted respective village finance. In both cases, the villagers arguably believed that Shōzaemon’s and Hikosaburō’s skills and knowledge outrun theirs; these tanomi shōmon were therefore distinct from the letters of attorney which gave appointed local leaders to take over administrative affairs and legal affairs on villagers’ behalf. These individuals were expected to dispense their knowledge and expertise for inexperienced villagers.

The second notable characteristic of ukeoi-type tanomi shōmon involved a mutual decision concerning the costs attached to specific service requested by the trusters. Once the trusters approached a professional to procure the employment of construction workers, both parties determined the agreed wage of a hired laborer. For instance, “On the Bond of Trust” (1828) was an agreement between two groups on the number as well as the wage of hired laborers needed to complete the repair work ordered by the bakufu. The first group involved was a village cooperative staffed with respective nanushi and toshiyori representing each of the eighty villages located in Musashi province and the second was a professional cooperative staffed with twenty-seven

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287 Ibid., pp. 364-365.
288 Ibid., p. 365.
individuals (also referred to as representatives) who specialized in all businesses exclusively related to Fudō canal that supplied a valuable source of irrigated water for the villages in its vicinity. While the village cooperative promised to provide a certain number of their own men as laborers, they charged the other cooperative with such tasks as the procurement of additional laborers and the payment of agreed wage to each hired laborer, in addition to the management of the repair work and the reception of bakufu inspectors during their visits: 290

On the Bond of Trust (1828) 291

Since the cooperative of eighty villages encompassed in this ryō has been ordered to undertake the repair of sluice pipes at Fudō, we place trust in your cooperative (referring to the second cooperative) to take care of the employment of ninsoku as well as the overall management of the repair work. Given our prior consultations, we have reached the following decisions:

- 2367 ninsoku: supplied by the villages
- 2990 ninsoku: procured from the entire ryō

For the total of 5357 ninsoku: one hundred mon per ninsoku will be offered as a wage

[rest omitted]

Similarly, when peasants and their horses located along the highways connecting Edo and other parts of Japan were requisitioned to provide the bakufu officials and proprietary lords with


transport services in the sukegō system, similar tanomi shōmon requesting the services of ninsoku laborers were produced for specially appointed representatives. The following example was addressed to tonya sōdai or specially appointed representatives dispatched from selected villages to the facility attached to post stations (tonyaba) that catered the required numbers of porters and horses to the bakufu officials and other users of the transport services. Again, the agreed wage of a hired ninsoku along with the cost attached to the arranged horses constituted important aspects of this ukeoi-type tanomi shōmon:

On the Note of Stating Trust (1836)²⁹²

Item. Due to the shift of rulership between Lord Tatebayashi and Lord Tanakura, their retinues are scheduled to pass by Itakura village, and to that end, our eleven villages have received (ouke) the order to help each other and provide them with transport service. While we should stay at each post station and lead the sukegō service as village headmen, we all wish to place trust in the two of you so that you can work with the staff at tonyaba [and lead the sukegō service] as our appointed representatives.

As such being the case, each representative delegated from Kitaōshima and Ebise villages will be posted at tonyaba for five days on a rotating cycle because these villages have an abundance of landholdings. Other nine villages will also service for five days on a rotating basis. We will provide you with the required number of ninsoku and horses based on the respective landholding size without any delay. Please make the following arrangements according to our agreement on ninsoku:

Item. One sliding door palanquin: The officially required number of carriers is three but because our ninsoku are inexperienced, please arrange one additional ninsoku for the transport service.
Item. One regular palanquin: The officially required number of carriers is two but as noted above, please arrange one additional ninsoku.
Item. Horses: Please arrange according to the requisition order
Item. Wages of ninsoku and horses: twelve mon for each ninsoku and twenty-four mon for each horse

[rest omitted]

These *tonya sōdai* were given a fixed budget to manage the onerous business of *sukegō* service. In addition to procuring the required numbers of porters and horses under the budgetary constraints, they had to arrange experienced and properly trained porters for the travels by high bakufu officials. The complexities of their job often bred various causes of disputes and conflicts among *sukegō* villages and their appointed representatives. As a result, the members of *sukegō* villages either elaborated on the scope of service under emergency circumstances, provided these representatives with handsome remuneration, or contracted the direct services of full-time staff at *tonyaba* to arrange both porters and horses in their stead, all of which further gave added characteristics to the *ukeoi*-type *tanomi shōmon*.

For instance, “On the Note of Stating Trust (1843)” stated that if the porters and horses arranged by the post station under contract could not fulfill their duties due to “obstructions,” the members of the *sukegō* villages would provide their own porter for three hundred *mon* per day and their own horse for four hundred *mon* per day. Similarly, another document, entitled “On the Note of Trust Being Placed (1870),” stipulated the following conditions: the stipends paid to hired porters would vary whether their services took place in the wind, on rainy days, or at night time; the *sukegō* villages would send experienced porters from their own group if the traffic was extraordinarily heavy; the members of the *sukegō* villages would meet with the bakufu officials resting at post stations, regardless of the distance, to express their remorse if the requisition order was received on short notice and the post station under the contract either failed to arrange an

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293 For instance, two pieces of *tanomi shōmon*, “On the Agreement of *tanomi shōmon* (議定頼証文之事)” and “On the Bond of Trust Agreement (頼議定証文之事)” from 1812 and 1816, respectively, were produced to minimize the ongoing conflicts between the *sukegō* villages attached to Sōka post station and their appointed *tonya sōdai*. See “On the Agreed Bond of Trust (議定頼証文之事; 1812)” and “On the Agreed Bond of Trust (頼議定証文之事; 1816)” in *Sōkashishi shiryōhen* 2, ed. Sōkashishi hensan inkai (Sōka: Sōkashi, 1989), pp. 268-272 and 272-274.

adequate number of hired porters or had the officials’ luggage damaged due to an inadequate number of hired porters.\textsuperscript{295}

While such terms of compensation were helpful for preventing potential conflicts between sukegō villages and their appointed representatives, perhaps the most useful means to ensure a smooth execution of assigned tasks was the provision of remuneration. Along with the details on the duration of expected service, the following documents specified the remuneration provided from sukegō villages to their appointed representatives:

On the Note of Agreement (1843)\textsuperscript{296}

Due to the shogun’s visit to Nikkō, the villages listed below that belong to Iwatsuki post station received a requisition order [from the bakufu]. As such, we wish to place our trust in the two of you as our representatives and one additional individual as your assistant to take care of the sukegō service. Upon group consultations, it was decided that, starting from the 26\textsuperscript{th} day of this month, each of you will fulfill your service on alternating days and make the arrangements necessary to procure the required number of ninsoku and horses according to the official request received. In order to assist and witness your performance, each village will provide one member per day.

As a stipend attached to your service as a representative, we will present to each of you a total of six monme of silver coins per day worked. We hereby submit this Note of Trust.


On the Note Stating Trust (1858)  

Item. Based on the group consultations held by all the sukegō villages attached to Koshigaya post station located on the highway to Nikkō, it is accurate that we will place trust in you as our sukegō representative over the period of three years starting from the first day of the third month this year of horse through the twentieth day of the second month in the year of rooster.

We have also agreed to provide you with nine hundred mon of silver coins per one hundred koku of landholding per annum over four installments in a year. If any village is late with their own share of payment, please do not hesitate to file an official appeal [to bakufū]. Should you need to travel to Edo for that reason and need various travel expenses, we will cover them by prorating them among us according to our respective landholding. If any other changes occur during your service, we will similarly provide you with the necessary costs. For the future proof, we hereby submit this Note of Trust containing all our signatures.

To further exonerate themselves from the distress of corvée burdens, sukegō villages in Kanto during the late Tokugawa period increasingly employed tanomi shōmon to receive the direct service of post station managers and staff when the shortages of manpower as a result of crop failure, impoverishment, or overexploitation by the ruling officials interfered with their ability to supply the requisitioned numbers of porters and horses. The documents thus laid out the details of transactions between these parties including the scope, length, cost and other essential information needed for the post stations to carry out the sukegō service. Also notable about these contracts between the sukegō service providers and their customers were the use of language typically found

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in ukebumi. The language emphasized that these post station managers had accepted and agreed to the terms and conditions for the sukegō service.\footnote{\textit{Ot\textsuperscript{299} oru tanomi shōmon related to the business of sukegō services which demonstrate the language of ukebumi include: “On the Bond for Labor Substitution (取替証文之事; 1843)” in \textit{Mashiko chōshi 3}, ed. Mashikochōshi hensan inkai (Tochigi: Mashikochō, 1987), p. 373; “On the Submitted Note of Trust Concerning the Porters, Horses, and [Palanquin] Bearers (差出申人馬舁役御頼一札之事; 1857)” in \textit{Kagamiishi chōshi 2}, ed. Kagamiishichō (Fukushima: Kagamiishichō, 1982), pp. 833-834; and “On the Note of Trust (頼一札之事; 1857)” in Ötonechōshi shiryō 1, ed. Ötonechō kyōikuinkai (Saitama: Ötonechō, 2000), pp. 656-658.}

On the Written Agreement of Trust Being Submitted (1843)\footnote{\textit{On the Written Agreement of Trust Being Submitted (差入申頼議定書之事; 1843)” in Ömamachōshi betsukan 2, ed. Ömamachōshi hensanshitsu (Gunma: Ömamachōshi kankōinkai, 1995), p. 253.}

Regarding the shogun’s visit to Nikkō scheduled this fourth month, we have received a requisition order via your post station, which notified that we are required to fulfill our sukegō service from the first day of third month through the twenty-ninth day of fourth month. While we should provision the required number of men and horses according to the notice, our village is located far away from your post station.

We have therefore trusted you to procure the employment of ninsoku as well as horses and you have agreed to (shōchi) this. Over the next two months, please arrange the required number of porters and horses at eight ryō of gold coins per one hundred koku of landholding. There is no inaccuracy with this agreed price. Given this, we will give the money to you along with the receipt (uketorisho) we will prepare separately. For any remaining costs, we will calculate it according to the agreed rate and pay the entire fee on the fifth day of next month.

Since we now place trust in you, we will not raise any complaints to the arrangements you make for us in the future. For the future proof, we hereby submit this Note of Trust for the procurement of ninsoku and horses.

On the Note of Trust Being Submitted (1863)\footnote{\textit{“On the Note of Trust Being Submitted (差出申頼一札之事; 1863).” Ibid., p. 273.}}

Due to the recent political emergency, the Magistrate’s Office has ordered us to provide your post station with temporary sukegō service. The written order was brought to us and we have humbly confirmed it. However, it takes roughly nine miles to travel between our villages and the post station and crossing over the Tone and Watarase rivers pose a particular challenge to us. We are therefore unable to serve as porters ourselves. When we reached out to you for negotiation, expressed our wish to entrust you with the procurement of ninsoku and horses, and asked you to accept (hikiuke) our request at sixty-eight ryō of gold coins, you have agreed to (shōchi) do so and we are humbly grateful. We hereby submit this Note of Trust containing our group signatures.
In summary, the *ukeoi*-type *tanomi shōmon* can be distinguished from the powers of attorney because: 1) the trusters were brought into the agreements for their knowledge and expertise in a specialized field; and 2) these service providers typically accepted to perform their service within a fixed period of time on agreed wages for their employees as well as themselves. In addition to these two, the last element linking *tanomi shōmon* and *ukeoi* agreements is associated with the time the payments were made to the service providers. It can be gleaned from all examples above that the wages paid to hired laborers, the costs attached to arranged horses, and the remuneration offered for the service providers were all supplied only after the projects were completed within the fixed period of time and executed at the level that meets the customers’ standards and expectations.

Additional sources that give further evidence to this core obligation of the service providers include some documents that referred to the remuneration as either *reikin* (reward), 302 *sewaryō* (commission fee), 303 and *kyūryō* (salary), 304 all of which were typically given to them at the end of their service performance or on fixed dates (e.g. the fifth day of every month) throughout the given contract period. 305 Moreover, *daisen* (charge) 306 and *chinsen* (wage) 307 referring to the payments made to both laborers and horses similarly suggest that their work had to meet certain standards before they could receive agreed wages. This is also implied by *tanomi shōmon* that set

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302 For example, see “On the Bond (証文之事; 1762)” in *Kanagawakenshi shiryōhen* 9, ed. Kanagawaken kikakuchōsabu kenshihenshūsitsu (Yokohama: Kanagawa, 1974), p. 885.
303 For example, see “On the Note of Wish (願一札之事; 1858)” in *Shizuokashishi kinseishiryou* 1, ed. Shizuokashi (Shizuoka: Shizuokashi, 1974), p. 796.
304 “On the Bond of Agreement for Placing Trust in Representative For a Period of Two Years Between the Year of Dog Through the Year of Boar (当戌より亥迄弐ヶ年季惣代頼議定証文之事; 1838)” in *Shinpen saitama kenshi shiryōhen* 15(6), ed. Saitamaken (Urawa: Saitama, 1984), p. 464.
305 Ibid., p. 465.
307 For example, “On the Note of Trust (頼一札之事; 1857)” in *Ōtonechōshi shiryō* 1, ed. Ōtonechō kyōikuinkai (Saitama: Ōtonechō, 2000), p. 657.
fixed dates for the collection of wages. For instance, “The Note of Trust” in 1857 specified that the hired sukegō porters can collect their wages at the post station office on every twenty-fifth day of the first, forth, seventh, and tenth months over the course of the contract year. Before the specified payday, any extra hours these laborers put in as overtime were also taken into calculation based on the rate stipulated in tanomi shōmon.

In contrast, the village officials and appointed representatives who were given the authority to act on villagers’ behalf generally received payments regardless of their performance. The following passages from tanomi shōmon produced at distinct times promised generous compensation and remuneration as well as flexible deadline for their performance whether or not the legal action they were commissioned come to fruition:

Upon your departure for Edo, we promise to offer our share of subscription no matter how much that may cost. If you agree to our request, we promise that we will not hold any grudges against you whatever the outcome may be. Here is the signed note of agreement for your future reference.

Such being the case, we will pay 2 monme and 200 mon of silver per person per day so that you can fulfill your tasks in Edo. We will also have one of us look after your farms, rotate the duty every day, and maintain them free of any problems. And no matter how much money it costs and no matter how you decide to spend it, we will not voice any objections since you are our representatives. We hereby present to you this Note of Trust.

Please work on the lord to look into the matter and settle the problem, and no matter how it is resolved in the end we will not voice any complaint in the future. Wherever you need to travel

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308 Ibid.
309 “On the Bond of Agreement for Placing Trust in Representative For a Period of Two Years Between the Year of Dog Through the Year of Boar (当戌より亥迄弐ヶ年季惣代頼議定証文之事; 1838)” in Shinpen saitama kenshi shiryōhen 15, p. 464.
or no matter how long it takes [to settle the problem], we will provide you with necessary expenses and we will not impose any burden on you.  

This section sought to shed light on a new dimension of *tanomi shōmon*. The inquiry into the documents’ *kotogaki* (titles) and *kakitome* (concluding statements) demonstrated that *tanomi shōmon* were bonds (*shōmon*) which provided evidence of mutual agreements regarding the service provided from one party to another. For the information on the scope of service performance that contained determinate timeline and detailed steps for the payment of wages, compensation, and/or remuneration, it can be said that these *ukeoi*-type *tanomi shōmon* also served as bonds (monetary certificates) issued by trusters who were committed to make payment to trustees within a specified time frame. The two narratives that follow below, which provide contextualized accounts of *tanomi shōmon*, further highlight the documents’ capacity for creating bonds and connections between groups of villagers who were held together by governing principles and behaviors. Embodying these three “bonds,” the Bonds of Trust examined below shall further illuminate their role as a lubricant of interpersonal relations within Tokugawa peasant society.  

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313 Collins English Dictionary defines a bond as: “a written or spoken agreement, esp. a promise”; “a written acknowledgement of an obligation to pay a sum or to perform a contract”; “something that binds, fastens, or holds together, such as a chain or rope”; and “something that governs behavior; obligation; duty.”
Tanomi Shōmon in Cooperative Exchanges

While one dimension of tanomi shōmon involved an exchange based on the expectation of remuneration, we cannot identify their importance solely in terms of economic gain, because the display of people’s willingness to negotiate their needs with those of the others illuminates another aspect of trust, namely, cooperation. Cooperation is generally seen as a behavioral manifestation of trust, and cooperative exchanges based on mutual obligations are more complex than gift giving or other exchanges based on straightforward expectation of profit.\(^{314}\)

1. Silk Uprising of 1781

The first case that illuminates this particular property of trust is the silk uprising of 1781. It was organized by hundreds of peasants in Kōzuke and Musashi, who supplemented their income through raising silkworms and manufacturing raw silk materials, stood in regionwide ikki resistance to combat the bakufu’s attempt at imposing license tax as a new source of state revenue. As the movement expanded and grew increasing violent, tanomi shōmon laid the foundation essential to bring together different cooperative leagues and associations staffed with silkworm manufacturers across the two provinces.

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\(^{314}\) On the relationship between trust and gift giving and one between trust and cooperation, Miszal explains as follows: “Gift exchanges, although also based on trust (when you give gifts you trust to receive one in return and, moreover, you are trusted to consider the welfare and interests of the persons you are giving to…), implicitly produce trust because ‘histories of such exchange are usually readily available to the partners and because expectations are often culturally given’…Cooperation is seen as a by-product of trust rather than a source of trust and, moreover, a lack of cooperation can be a result of other factors (such as lack of sufficient information) rather than an absence of trust.” Misztal, *Trust in Modern Societies*, p.17.
Edo and the rest of villages in Kanto were originally founded on destitute plains, whose occupants were surpassed by their western counterparts in the level of self-sufficiency. Many of the essential goods and production resources consumed in this region were referred pejoratively as *kudarimono* (“things that are handed down”) since they were exclusively shipped down from Kamigata.\(^{315}\) Within seventy to eighty years since its development, however, the silkworm raising industry in the area achieved the standards of quality and quantity sufficient to please the skilled Nishijin weavers.\(^{316}\) Against the backdrop of the prior developments of *sankin kōtai* system and inroad systems connecting castle towns, the internal silk roads were established for *noboseito* or “silk yarns that sail up” to Kyoto from the rest of Japan. By the early nineteenth century, the silk weavers in Kyoto received a staggering volume of raw silk (roughly 1350 tons) from the domestic producers throughout Japan and supplied the finished products for consumption by the warrior class and beyond.\(^{317}\)

Since the Nishijin weavers abused their position to set their own prices for the raw materials, in 1738, silkworm raising households in Kiryū, Kōzuke, adopted the weaving technologies and machineries from Kyoto and shipped the finished silk textiles directly to consumption centers such as Edo.\(^{318}\) Not only did this incentivize more households in the vicinity to take up cottage industry as by-employment, but they also developed a diversification of labor, which led to the specialization of techniques needed to meet the demands of fastidious consumers. Households


specialized in cultivating mulberry trees, producing silkworm egg cards, raising silkworms into cocoons, reeling, and weaving combined to produce high quality silk textiles.\textsuperscript{319} This allowed for the samurai consumers and townspeople to express the gradation of ranks within their respective class by offering silk textiles of varying qualities, textures, and color dyes.

![Figure 3.3](image)


Circulation of silk threads and textiles from the rural producers to their urban consumers required a well-functioning and a well-organized network of specialized wholesalers. The regional silk market, or kinuichi, was a space in which all threads and textiles made in the localities were auctioned from the producers to the local wholesalers (kinuyado). These local wholesalers were largely peasants of origin who ventured on the trade business after capital accumulation. They monopolized rights to participate and trade in the market on a regular basis through the formation

of a rigid association known as *kinugai nakama* (“silk-buying associates”). The highest bidder at
the auction purveyed and sold the products to the great city-wholesalers who worked directly for
the Edo retail stores (e.g. Mitsui-Echigoya in Edo). While the two sometimes touched off
conflicts, the local wholesalers were fairly successful at preserving independence from the great
city-wholesalers. The *nakama* association incorporated mechanisms to keep the transactions at
the market to themselves, making it difficult for the outsiders to threaten the positions of the
established actors.

In total, forty-seven silk markets operated by such *nakama* associations existed throughout
the provinces of Kōzuke as well as Musashi in northern Kanto. The markets earned their success
from being part of the larger network of “Edo regional economic sphere” (*Kanto jimawari keizai*),
which altogether fueled and enriched the rural economy of this region. So lucrative was the silk
industry that the bakufu in Edo attempted to seize this opportunity for government revenue. As a
wave of city-wholesalers visiting these markets from Edo and Kyoto grew larger and larger, the
bakufu decided to extract a license tax out of the market transactions performed by both local and
city-wholesalers. The officials insisted that this would offer a kind of assurance these wholesalers
need to secure material of decent quality at standard cost.

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320 The authoritative work on the largest organization and operation of the great city-wholesalers based in Edo is Hayashi Reiko’s *Edo toiya nakama no kenkyū: bakuhan taiseikano toshi shōgyō shihon* (Tokyo: Ochanomizu shobō, 1967).
322 For more information on the organization and different groups making up the *kinugai nakama* based in Kiryū, see Sugimori Reiko. *Kinsei Nihon no shōnin to toshi shakai* (Tokyo: Tokyo daigaku shuppankai, 2006), pp. 218-223.
Ten inspection stations were set up in 1781 where an individual wholesaler was taxed according to the weight of the material he auctioned. This arbitrary decision immediately brought the market operations to a halt as a result of the strike action undertaken by the alliance of participating producers and wholesalers. The preexisting relationships between the two were increasingly threatened by the outside groups of wholesalers who joined the market transactions as new entrants.\(^\text{325}\) Unable to eke out an existence without the supplementary income and pay the ‘offerings’ (unjō) levied on all silk threads and textiles produced in these provinces, the small and medium farm families discussed ways to resolve the problem in the court of law. But when it was discovered that a group of wealthy villagers based in western Kōzuke first drew out and put through this scheme for personal profit, the peasants were exasperated. The expansion of cottage industry had triggered a move towards the emergence of a new class of wealthy landholding

\(^{325}\) Fujioka shishi hensan iinkai ed., *Fujioka shishi shiryôhen kinsei*, p. 219.
households called gōnō. They accumulated the capital needed to invest in equipment and material of high quality, delegated the handicraft work to hired workers, and controlled a large share of land and power as the proprietors of business establishments. Small-income households were increasingly absorbed into these large households as tenants and indentured workers and lost their autonomous status that warranted a share of participation in local affairs.  

The peasants in Kōzuke thus stood in an armed riot (ikki). In the years leading up to the 1781 Silk Uprising, the peasant households in Fujioka, where there was the largest and the most lucrative silk market in all of Kōzuke, came up with three tanomi shōmon. These documents functioned to shape group solidarity needed to resist the attempt by bakufu to monopolize profits. These shōmon were drafted: 1) to forge group solidarity against the broadening bakufu interference in silk market; 2) to certify that a group representative agreed to work towards the elimination of inspection stations; and 3) to certify that an individual (one of the local notables perhaps) agreed to resist the forced cessation of silk market operations. The first of the three, drafted in 1759, reads as follows:  

On the Note (1759)

Since there are people seeking to participate in the silk market, Mr. Hariya Junpachi, the intendant in service of Lord Aida lemon, enquired us about the market activities. We responded with a letter, which, as per his request, also included the seals of each group representative. We trusted you to set your seal as our representative.

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We hereby declare in this note that even if any complications arise from this arrangement the burden will not be yours alone. Each of us will take turns, go wherever we need to, and state our case, if circumstances necessitate such a course of actions.

Twelfth month of Hōreki 9 (1759)
Fujioka ....
Gobe’e [signed]
Shōemon [signed]
Sajibe’e [signed]
(followed by 28 signatures)

Mr. Yoshiemon

The Bond was signed by an association of thirty-one raw silk and floss silk producers in a district within Fujioka. A man named Yoshiemon was just selected as the group’s representative when bakufu instructed the association to submit a letter to the intendant’s office. This letter, which detailed the general activities performed within the market, signaled the tightening governmental control and supervision. Under the direction of Tanuma Okitsugu who had just began consolidating his position within the bakufu, the local officials in Fujioka constantly monitored market activities or any types of mass gatherings undertaken within the perimeters of their rule. In the context where an enduring tension between villagers and nervous officials persisted, this Bond was produced to persuade Yoshiemon to agree to his appointment by reassuring him that “the burden will not be yours alone” (verbal affirmation).

When the inspection stations were set up in 1781, a kumi association of fifty-eight peasant households in Fujioka produced the second piece of Bond. Using compensation as the incentive, they requested one representative (name unknown) to express the group’s grievances on its behalf.328

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328 “Stating Our Wish Through the Written Note (書付を以願上候; 1781).” Ibid., p. 963.
Item: After one’s request was granted, the public authority has commanded wholesalers to pay taxes for all their purchases, including silk textiles, threads, and floss silk. Now that the market is jumbled by the wholesalers from various places, people of this place (tokoro) can hardly eke out our living. Because of these new impositions, our businesses are suffering and we are facing hardships.

Hence, we trust you to help exonerate us from those impositions. Should you need anything to compensate [for your sacrifice], we will provide it without fail. [To give you our word] we will present this letter with our seals.

Year of the ox
All peasants of the kumi association of Takeda
[Followed by 58 signatures]

The peasants’ desperate outcry did not reach the bakufu. Within a week after the assembly was held in Fujioka, the peasants formed an ikki alliance and used force to win concessions to their demands. The ikki insurgents marched from Fujioka through the entire province pillaging the houses of wealthy villagers, usurious merchants, and the office of the Local Deputy, and finally besieged the residence of state elder (rōjū) at the Castle of Takasaki. According to one account, the ikki alliance quickly grew from four thousand to nearly fifty thousand peasants within a matter of days. They fought a violent battle under gunfire against the officials of Takasaki domain until the bakufu was forced to withdraw the plan for the establishment of inspection stations.\textsuperscript{329}

In the following year, the last Bond of Trust, signed by Fujioka’s headmen, elders, and local wholesalers, was produced in the attempt to completely annihilate any interruptions to the silk market operations. In the absence of ikki leaders who were detained for bakufu investigations,

\textsuperscript{329} The uprising is studied and addressed in historical sources as either kinu ikki (Silk Uprising), kinu sōdō (Silk Disturbance), or kinu unjō sōdō (Disturbance of Silk ‘Offerings’). For detailed firsthand accounts, see ibid., pp. 963-980.
the man they hired for assistance was Matsubara Kakuemon. In exchange for his cooperation, the group specified how financial responsibilities would be apportioned within the group.  

On the Note (1782)

During the Silk Uprising of the last fall, the folks in this county ran amok. Mr. Ina Hanzaemon and his fellow officers made an appearance to search for the ringleaders and arrested some men from our town. The investigations are in order as of present.

Prior to the Uprising, the leaders of our three villages learned about [the bakufu’s plan to put] the silk markets on hiatus, and we have received the news as well.

To seek help from the magistrates of Fujioka so that we can avert this hiatus, we entreated Rinzō of Shinmachi and the others by visiting each of their houses. We also visited Hanshichi’s house to deliver the particulars. And just as we agreed to delegate Gonzaemon and Hanshichi as our representatives, they were questioned persistently, to whom we feel remorse.

We are thus under the necessity of trusting you to make some arrangements with the magistrates and do so privately in confidence. We trust that you will help us.

Such being the case, we shall communicate with each other about any expenses that might accrue hereafter. You can divide the expenses equally among us, and we will not express any objections. Here is the note as a proof for the future.

Fujioka  
Second month of Tenmei 2  
Headmen  
Elders  
Wholesalers

Mr. Matsubara Kakuemon

Although the information we can glean from these three documents is somewhat limited, they make important suggestions about the properties of tanomi shōmon that induced the formation of mutual trust and cooperative spirits. One of the properties that became manifested in the 1759 Bond was its connection to the emergence of a private domain of participants that held a clear boundary from the realm of the state. From the viewpoints of the authorities, the presence of group

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330 “On the Note (一札之事; 1782).” Ibid., p. 980.
representatives provided a useful conduit between villagers and themselves that enhanced the overall efficiency of bakufu control and administration. The officials confided in its utility for a smooth, two-way communication between administrative decisions and problems affecting the vast Kanto region. It was they who commanded the implementation of such a system for the purpose of imposing supervisory control over the silk market operations in Fujioka. Beyond the purview of the officials, however, the Bond was crafted to facilitate private communication (naishō) among the peasants and to improve the participants’ preparedness for broadening bakufu control over their silk market.

The delineation of such private domain grounded itself on the emergence of a collective consciousness that bound the participants of the Bond. The notion of tokoro (literally, meaning “this place”), espoused by the members of kumi association in their 1781 Bond, verifies the formation of a new identity that is tied to a realm apart from the world of one’s self-consciousness. This notion of tokoro goes back as early as 1346 when the villagers of Suganoura in Ōmi issued the Edict of tokoro (tokoro no okibumi) to establish their collective identity as a corporate village or sōson. In their usage, tokoro referred to all peoples demarcated by both physical borders as well as other existing realms of social interactions with which individual identities are attached.331 Those encompassed in tokoro in this Bond clearly included people beyond the kumi association of Takeda. The members of different kumi associations thus used tanomi shōmon to articulate their mutual obligations and to deliberate a common decision about their political action. Even after their representatives were arrested following the ikki insurgency, the 1782 document shows that tanomi shōmon continued to serve as the important device for private conversation between the

peasants of Fujioka. These documents were not merely regarded as written agreements on the appointment of representatives; instead, they had greater implications for the creation of in-group trust and connections that brought some degree of impact on the Silk Uprising.

By the mid-nineteenth century, a large proportion of the agricultural population, who used to understand their public service as farmers and the bakufu’s benevolent rule in reciprocal terms, hardly grounded their feudal identity on traditional farming. Comparisons between non-agricultural outputs and total rice yields within domanial economies suggest that a significant number of farm families were involved in commercial agriculture, non-agricultural production, and market transactions as by-employment across Tokugawa Japan.332 Large fractions of small farm families in the countryside survived or even prospered due to the opportunities of market participation and wage work, which were created by the opening of ports following the arrival of Commodore Mathew C. Perry.333 For instance, the opening of Yokohama in 1859 had immediate effects on the producers of raw silk materials in Kanto. Japanese threads quickly became the commodity most prized by Italian and French silk weavers seeking to replace European raw silk, which had been plagued by silkworm disease.334 Nearly thirty to fifty percent of total exports from Japan were thus raw silk materials despite the presence of some deterrents against the export growth (e.g. the bakufu’s certification system, tariffs fixed by the West through unequal treaties,

332 For a table showing the numeric indicators of the nonagricultural economic growth in Chōshū, Hiroshima, Kaga, and Suwa domains, see Shinbo Hiroshi and Saitō Osamu eds., Kindai seichō no taidō (Tokyo: Iwanami shoten, 1989), p. 11.
333 On the peasants in the late Tokugawa period, Shinbo writes: “While the penetration of a cash economy into the peasant society undeniably had a disturbing effect, it also functioned to keep the peasantry from disintegrating itself by having a levelling effect on the social strata in the village... Changes in the market economy during the late Tokugawa period did not make the poor poorer. The trade in raw silk that began with the opening of the ports in 1859 brought prosperity to lower class farmers as well and enabled domestic markets to expand.” Hiroshi Shinbo and Osamu Saitō, “The Economy on the Eve of Industrialization,” in The Economic History of Japan: 1600-1990, 1, ed. Akira Hayami, Osamu Saitō, and Ronald P. Toby (New York: Oxford University Press, 1999), p. 365.
etc.). The largest volume of these Japanese threads was shipped to Yokohama from the province of Kōzuke where the producers readily accepted improved reeling machines and labor arrangements in the attempt to meet the extent and standards for foreign trade.335 A considerable number of villagers throughout Kanto abandoned farming for raw silk production once it proved to be a lucrative business for foreign trade. While a decline in the number of rice cultivators posed an added problem to the ongoing inflation,336 the peasants who used to devote their spare time to handicraft works in their own homes now sat behind an assembly of machines as operators inside the quarters often set up by the merchant capitalists. Later in 1872, Japan’s first modern silk reeling factory, Tomioka Silk Mill, was established in Gifu prefecture, a former Kōzuke, by the new Meiji state leaders.337

During the Bakumatsu period, many villagers around Tokugawa Japan, and Kanto in particular, increasingly questioned the assigned feudal duties. The following account centers on the deployment of tanomi shōmon for the resistance against the sukegō corvée burdens. Again, while these documents contained agreements on transport service and payment terms, they also illuminated their role in forging bonds and connections needed to organize a unified resistance.

337 For works on Japan’s sericulture from the end of the Tokugawa period through Meiji, see the following examples: Araki Mikio, Nihon sanshigyō hattatsu to sono kiban: yōsan nōka keiei (Kyoto: Minerva shobō, 1996); Kindai gunma no sanshigyō, ed. Takasaki keizai daigaku fuzoku sangyō kenkyūjo (Tokyo: Nihon keizai hyōronsha, 1999); Stephen William McCallion, Silk Reeling in Meiji Japan: The Limits to Change (Ohio: Ohio State University, 1983); and Takeuchi Sōichi, “Kindai seishigyō eno ikō,” in Kōza Nihon gijutsu no shakaishi 3, ed. Nagahara Keiji and Yamaguchi Keiji (Tokyo: Nihon hyōronsha, 1983).
2. Sukegō Resistance in the 1860s

The unequal treaties the bakufu signed with the United States and the other nations shortly after the opening of the country incited hostility and terrorism among ideologically-charged young extremists who held incompatible stances on whether or not to force out these barbarians. These men, primarily from Chōshū and Satsuma, eventually aligned their political interests through alliances and coups, thereby designing steps to re-inaugurate the reigning emperor for the construction of the modern Meiji state. To muster forces for these political emergencies, the bakufu imposed heavy labor burdens on sukegō, or assisting villages, in the process of re-militarization. Villages located along the highways connecting Edo and Kyoto—Nakasendō and Tōkaidō—were mobilized for transport services when the samurai, shogun, and emperor marched in procession accompanying their retinue. During the period leading up to the fall of the Tokugawa regime, the peasants of the assisting villages were “pushed to their limits”\(^{338}\) by the overwhelming increase in official traffic as a result of: the arrangement of political marriage between Princess Kazu and the Fourteenth shogun Iemochi (1862); Iemochi’s audience with Emperor Kōmei (1863); two punitive expeditions against Chōshū (1864 and 1866); the accession of Emperor Mutsuhito to the throne (1868); and Boshin war between the Meiji revolutionaries and the Tokugawa traditionalists (1868-1869).

The volume of official traffic sometimes peaked at thousands under these extraordinary circumstances, and the bakufu’s requisition orders for horses and porters posed serious problems on villages’ carrying capacity. In 1864, managers responsible for arranging an adequate number of horses and transport workers at designated post stations on Tōkaidō submitted a written petition

to “entreat” the bakufu for the reduction of sukegō taxation. Weary from “the emergencies of unprecedented scale,” it implored that peasants and their horses could no longer be requisitioned for transport services from the neighboring villages.\footnote{Usami, Kinsei sukegōsei no kenkyū, pp. 268-270.}

…We have come to learn that an expedition [against Chôshū] is planned and soon conscripted troops of samurai will journey via land through Tôkaidô. As the managerial officials of the post stations, we had a meeting and every single one of us is absolutely lost…Over the past two hundred years, we have been showered by your blessings. There is no question that we must fulfill our duty as citizens to the utmost of our abilities. However, there is a limit to both our number and tenacity…Whenever we faced hardships in the past, we encouraged each other and performed our dues with all our hearts in order to repay the debt of gratitude. Such being the case, we have already exhausted our means and ideas…

Strategies of resistance in the sukegō system varied widely: from subtle, everyday forms of defiance (e.g. deliberately dispatching men and horses late, or “foot dragging” as James Scott would describe)\footnote{James C. Scott, Weapons of the Weak: Everyday Forms of Peasant Resistance (New Haven: Yale University Press, 1985), p. xvi. Vaporis also calls into question prevailing tendencies among historians to preoccupy themselves with expressions of violence. He writes, “If we content ourselves only with an examination of the conspicuous acts of violence, we stand to lose sight of the more routine, but no less important, forms of collective action.” Vaporis, Breaking Barriers, pp. 57-58.} to the most direct and aberrant forms of open protest expressed as ikki (e.g. Tenma uprising of 1764-1765).\footnote{More than two hundred thousand villagers near Nakasendô rose in an organized protest against the impositions of increased sukegō taxation. The impositions were annulled as a result of the violent uprising. However, the ringleader was imprisoned, while nearly four hundred peasants were punished in one way or another. See Tanaka Isami, Tenma sōdô to gimin, hyônai (Saitama: Saitama shuppankai, 2011) and Mori Kahee et al., Nihon shomin seikatsu shiryô shûsei: ikki 6 (Tokyo: Sanichi shobô, 1968).} By contrast, tanomi shômon signified a coordinated, organized, and permissible form of political action, which drew on the strengths of preexisting inter-village
networks. Between 1700 and 1871, a total of seventy-eight Bonds of Trust were produced addressing the problems affecting the designated assisting villages largely in eastern Japan.

Table 3.2. Known Number of Bonds used for sukegō-related problems between 1700-1871

<table>
<thead>
<tr>
<th>Musashi</th>
<th>35</th>
<th>Shimousa</th>
<th>5</th>
<th>Kai</th>
<th>4</th>
<th>Yamato</th>
<th>2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kōzuke</td>
<td>10</td>
<td>Awa</td>
<td>2</td>
<td>Shinano</td>
<td>1</td>
<td>Kawachi</td>
<td>2</td>
</tr>
<tr>
<td>Shimotsuke</td>
<td>2</td>
<td>Sagami</td>
<td>6</td>
<td>Tootōmi</td>
<td>1</td>
<td>Mutsu</td>
<td>2</td>
</tr>
<tr>
<td>Hitachi</td>
<td>1</td>
<td>Suruga</td>
<td>3</td>
<td>Mikawa</td>
<td>2</td>
<td>Total</td>
<td>78</td>
</tr>
</tbody>
</table>

As discussed earlier in this chapter, Tokugawa peasants accessed these devices for entering into an agreement with a private service contractor when their village could not spare its own valuable work force for transport services. Especially several months before Shogun Ieyoshi’s pilgrimage in the forth month of 1843, several villages along the route to Nikkō arranged a supply of private porters and horses at a certain sum of money in order to ensure that rice planting in the same month goes uninterrupted. One village in Shimotsuke, for example, agreed to pay a total of six ryō per hundred koku over four installments.342

342 “On the Note of Stating Trust (相頼申一札之事; 1843)” in Minamikawachi chōshi, shiryōhen 3, ed. Minami kawachi chōshi hensan iinkai (Tochigi: Minami kawachimachi, 1992), pp. 506-507. In other cases, the private porters were hired to compensate for the shortages since all eligible men left for seasonal employment. When the headman of Igura village in Shinano needed a total of eighteen porters in 1824, he asked two other headmen from neighboring villages to make that arrangement for him. The Bond of Trust they signed read as follows: “Since the lord of Owari is paying a visit to Edo, our village was ordered to offer transport services between Ashida and Yawata stations. However, we do not have any porters since our villagers have left for distant provinces to find seasonal timber-cutting work. I hereby entreat you [to provide us with the eighteen porters], and for that we will promise 772 mon per porter.” See “On the Note for Substitution (為取替一札之事; 1824)” in Kawakami sonshi shiryō 10, ed. Kawakami sonshi kankōkai (Kawakami mura, Nagano: Kawakamimura kyōiku iinkai, 2001), p. 873.
In other instances, the documents were employed to organize the assisting villages affected by the increase in traffic into a league. League representatives appointed by Bonds of Trust eliminated the arbitrary power of the post station manager. Not only did they regularly check the station ledgers to prevent over-requisitioning, the representatives helped their league members to better defend themselves from abuses. For example, a Bond of Trust from Musashi province, produced in 1832, demonstrates just how efficient and organized the league was. It contained a list of agreements concerning the sukegō-related problems and costs. To avoid further abuses by their designated post stations, a group of headmen representing forty-six villages set their own standards for the number of horses and porters per hundred koku. They agreed that an adequate number of horses and porters for an ordinary daimyo’s travel was four and eighty respectively, with the only exceptions being the processions led by clergy, the three branch families of the Tokugawa house, and Lord Maeda of Kaga who governed the largest holdings of land in Tokugawa Japan. The Bond further expounded on the fees and processes each village must adhere to if the members wished to arrange substitutes for their porters and horses in case of sickness or lack thereof. Finally, the league agreed upon the need to admonish people against indulging themselves at tea houses during their transport services and to instruct the transport workers to add a packed lunch to their belongings in order to keep village expenditures to a minimum.343 The Bond entailed the important processes of reaching a consensus about the behaviors and actions the members expect of each other, placing mutual confidence in the agreement they came up with, and standing by each other against the breach of trust they fostered.

While Bonds were employed to eliminate the arbitrary abuse of power by the post station managers, the documents simultaneously defended Tokugawa villagers from the overwhelming

increase in corvée labor burdens. As mentioned before, the amount of transport services was frantic during the 1860s, resulting in a sudden rise in the number of Bonds. Leagues of designated assisting villages showed especially strong resistance after the punitive expeditions against Chōshū in 1864 and 1866 and through the end of the Boshin war in 1869. Among them were those assigned to Totsuka, Fujisawa, Ōiso, and Odawara—the fifth, sixth, eighth, and ninth post stations on Tōkaidō lying across the stretch between Nihonbashi in Edo and Kyoto. The assisting villages located near these post stations in the south of Sagami province were also close to the ports of Shimoda and Yokohama, opened in 1854 and 1858, respectively. When the Opium War treaties in the 1840s triggered an expansion in the activities off the coast of Japan and drew in a larger number of foreign trade ships seeking treaty relations, the bakufu ordered daimyo to install canons, deploy men for rearmament, and enhance the overall forces of coastal defense.

This had a grave impact on those requisitioned as coastal guards from villages located near the Kanto shoreline. According to one record in 1849, forty-nine men from Fukawa village close to Odawara post station received requisition orders from their domanial lord. Once a villager was dispatched to the port of Shimoda, he was typically gone for half a month. A villager named Shinzaemon, for instance, sacrificed seventeen days of a month for the service (eleven days in Shimoda and six days for the travel between his village and the port), costing him a total of two kan and seven hundred forty-eight mon in travel expenses. This did not include other levies imposed on him; as a villager owning more than certain taka holdings, Shinzaemon owed an additional levy of two kan and six hundred mon, the defense costs he also shouldered as the result of the policy of military strengthening and the ensuing difficulties of domain finance.344

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344 Usami, Kinsei sukegōsei no kenkyū, pp. 226-232.
The bakufu and domains continued to pursue the enterprise of military training and deployment even after diplomatic relations with the U.S. were established and the permanent legation was founded in Shimoda. During the 1850s and 1860s, two political positions shaped policy debates over the response to the wave of foreign demands. One position, pursued by the top echelon of the bakufu, court, and key domains, sought to generate the appearance of collaboration in order to marshal all political forces in resistance against foreigners. The other was a nativist position, pursued largely by a fraction of ideologically-charged activists from Chōshū and Mito, that spearheaded anti-bakufu activism and imperial loyalism. In either case, the key figures from both positions viewed the enhancement of defensive capacity and the revitalization of samurai’s fighting spirits as the preconditions for achieving their individual goal.

Added on the ongoing defensive service to the villagers was the sukegō levy. Amidst the foreign and domestic pressures, the bakufu sought to preserve its supremacy through the formation of a coalition between itself and the court (kōbugattai, or “union of court and camp”). Part of this goal was enacted through the symbolic marriage between Princess Kazu and the Fourteenth Shogun Iemochi in 1862. The volume of official traffic on Nakasendō consequently reached an unprecedented level when Princess Kazu marched from Kyoto to Edo. When Iemochi marched on Tōkaidō in the opposite direction for his audience with Emperor Kōmei in the following year, the retinue climbed to three thousand in number.
The bakufu also rallied major domains to punish Chōshū for their aggressive behavior. The proponents of “imperial restoration” (ōsei fukkō) in this domain planned insurgencies to implement a structural change to the realm and executed vehement attacks on officials and foreigners. More than thirty domains across the country departed for a civil war with Chōshū and journeyed on the highways to head for the southernmost domain on Honshū. As a result, requisition orders for the sukegō villages became rampant and uncontrolled. Pushed to the limits by the two punitive expeditions in 1864 and 1866, they employed Bonds of Trust to express their reluctance to cooperate. In one document, produced in 1865, a league of twelve assisting villages assigned to Totsuka post station on Tōkaidō urged their representative to deliver the message of non-compliance to the Magistrate of Road Affairs:345

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A Note of Agreement (1865)

Prior to the upcoming expedition, the villages of this county attached to Totsuka post station received a notice issued from the Magistrate of Road Affairs, ordering to provide the post station with a supply of men and horses.

But lately, we are facing difficulties of great urgency. We will hereby appoint you as our representative and take our case to Mr. Magistrate.

Upon your departure for Edo, we promise to offer our share of subscription no matter how much that may cost. If you agree to our request, we promise that we will not hold any grudges against you whatever the outcome may be. Here is the signed note of agreement for your future reference.

First Month of 1865
Headman of Kotsubo Village of Miura County, Goemon
(Names of thirteen village leaders from eleven other villages are omitted)

The assisting villages affected by the samurai remilitarization steadily rose in number. In the face of the extraordinary increase in the traffic, more villages were forced into the sukegō system from locations as far as twenty-seven kilometers away from the designated post stations.\(^\text{346}\)

A new category of assisting villages, tōbun sukegō, or “temporary assisting village,” was thus created to lower the burdens on existing assisting villages.\(^\text{347}\) Yet this bakufu measure was of no avail; it simply drew in an even larger number of villagers to sharing the growing sentiments of state distrust. In addition to the regular sukegō villages, the members of tōbun sukegō also began voicing their grievances through Bonds of Trust.

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\(^{347}\) Two classifications of assisting villages, jōsukegō (“regular assisting villages”) and ōsukegō (“auxiliary villages”) existed until the two were merged into a single category, jōsukegō in 1725. Since then, daisukegō (“relief assisting villages”) and mashi sukegō (or also, kasukegō; “supplemental assisting villages”) were mobilized on a temporary basis whenever there were shortages in porters and horses under emergency situations. Tōbun sukegō was yet another group of distant villages added to the existing categories of assisting villages. For more details, see Vaporis, *Breaking Barriers*, pp. 62-63.
Just one post station away from Totsuka was Fujisawa post station where the members of Kōbe village similarly devised a Bond to reject the imposition of the sukegō levy. Newly incorporated into the sukegō system as a temporary assisting village, they emphasized the burdens accruing on them from the preparation of Lord Matsudaira’s transference. His Maebashi Castle, located in Kōzuke, had been abandoned for a century due to erosion, but when the port of Yokohama was opened the raw silk industry generated enough profits for Maebashi domain to fund the repair project and bring Lord Matsudaira and his vassals back from their current residence in Kawagoe, Musashi. The following Bond was produced in 1866 in response to the second punitive expedition planned later in the same year. Here, the Kōbe villagers make a claim that the imposition of temporary sukegō burden on top of what they already furnish to their daimyo for their lord’s migration is beyond the perimeter of their capacity:

On the Note of Settled Agreement (1866)

There was a notice from Mr. Magistrate of Road Affairs ordering Fujisawa post station on Tōkaidō to serve as tō bun sukegō (“temporary assisting village”). The villages from this locale already furnish a supply of men and horses at Matsuyama in preparation for our lord’s move to Maebashi Castle, and it has not been easy. As such being the case, it will be difficult for us to provide Fujisawa post station with the needed service as sukegō villages.

Hence, we trust our representatives to take the case to the Magistrate’s office. While you are fulfilling the task we have entrusted, we will cover the costs that accrue along the way no matter how much those may be. We promise that we will prorate the expenses equally according to our respective taka holdings and present to you at any time. Even if you represent a league containing a village outside our own in the future, we will still present the money without any delay. Here is the note of agreement for your future reference.

Third Month of 1866 To All Village Leaders

(Signed by forty-six villagers)

In the bakufu’s view, the imposition of the two kinds of corvée labor was warranted by the ideological basis of the Bakuhan system—a framework of governance in which daimyo’s han functioned as autonomous states under the presiding power of the bakufu. According to its logic, the sukegō levy, which served the needs of daimyo on a routine basis (e.g. biennial sankin kōtai system), and the military service for the bakufu, which addressed such national emergencies as the foreign scares, were completely different problems that drew on two distinct sources of legitimation. Many villagers did not perceive and understand their responsibilities in the same way, however. When the requisition orders for both types of corvée labor increased in stride, the line between the bakufu and domains started to blur. This Bond of Trust essentially called into question whether the interests of the domain precede those of the bakufu, or vice versa. Although it was not the first time for such a question to be raised, it had especially profound meanings in the political context of the 1860s. Within three months since the document was produced, Chōshū managed to plunge the bakufu army into a humiliating defeat with the possession of both European weaponry and Satsuma’s support.

The coup paved a way for the inauguration of Meiji Emperor in 1868; however, the Boshin war, a formidable two-year battle between the Meiji revolutionaries and the Tokugawa traditionalists, continued to place all categories of the assisting villages under pressure. Domains across the country were now torn between the supporters of old and new regime. The lord of Odawara domain in Sagami where these post stations were located switched his loyalty from the bakufu to the Emperor. During the Boshin war, the sukegō villages in this domain were therefore requisitioned for the transport services in support of Imperial Army and its fight against the bakufu. In this general climate of political instability, the bakufu authority was not only called into question, but the sukegō taxation also no longer held together as a well-functioning system. As a
larger number of temporary assisting villages were mobilized on a regular basis in this perpetual state of war, the distinction between the different categories of assisting villages became contested by the villagers themselves. Conflicts arose over the amount of burdens one village ought to owe, and this very debate over the notion of fairness signified the end of the bakufu’s reputation and domination as the trustworthy institution.

In the following Bond of Trust, produced in 1868, a league of regular sukegō villages (jōsukegō) located near Ōiso post station requested the manager at Ōiso post station to bring in “supplemental assisting villages” (or kasukegō) as a way to alleviate their extraordinary burdens. They insisted that the amount of the burden imposed on themselves was not commensurate with the size of Ōiso post station. This tanomi shōmon read more like a petition than others that were conventionally used to request the procurement of contract porters and horses to the post station managers:350

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Note of Trust, written by a league of the sukegō villages

The imperial army is heading eastward on this occasion (Boshin war). A large group of people including the accompanying daimyo and appointed daimyo will travel along this highway. It will not be an easy job to arrange sufficient transport services for the occasion [of such a scale], and [we understand that] it is our duty to work hard [to that end].

However, the large-scale traffic we have had several times in the recent past have completely drained us. Although we wish to continue fulfilling our duties, the assisting villages assigned to [Ōiso] have rather small landholdings compared to the other post stations, and our hardships are adding up.

Since there are precedents, we entreat you to arrange for an increased number of supplemental assisting villages. Post stations in the east of Fujisawa have made such arrangements. To help us sustain the sukegō levy, we ask you, with this signed document, to send requisition orders to the others. We hereby present to you this Note of Trust for your future reference.

Regular assisting villages

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350 As cited in Usami, Kinsei sukegōsei no kenkyū, p. 305.
Following the arrangement by the post station manager, the domanial officials then ordered the league of supplemental assisting villages to “provision [their] horses and men immediately so as to fulfill [their] duties equally.” Offended by this order, the supplemental assisting villages turned to “temporary additional assisting villages” or tōbun mashi sukegō; they insisted that the post station manager should also send requisition orders to this third category of the sukegō villages, or they could not possibly bear equal amount of responsibilities with the regular assisting villages.\(^{351}\) To get the consent from the temporary assisting villages more than ten kilometers away, the manager at Ōiso post station explained that these circumstances are merely “an exception” (bekkaku).\(^{352}\)

The temporary assisting villages reluctantly agreed to pay their service in cash, but this hardly resolved the continuing hardships of the regular sukegō villages. While a great number of their men was absent for the transport services, the regular sukegō villages became infested with gangs of akutō (bandits) and mushuku (“men without lodging”), a sizeable fraction of former small-income villagers who now tried to meet their ends through looting and violence. The absence also had a grave impact on the villages’ ability to fulfill their primary role as farmers because they were no longer able to pay rice tax in the system of collective responsibility. A letter written by Ōiso’s regular sukegō villages described their sufferings as “unbearable,” “deadly brutal,” and “utterly indescribable.”\(^{353}\) Resentment for the emerging unfairness permeated each assisting village and from each village to the next category of assisting villages in the entire sukegō system. These problems soon affected all assisting villages located within the range of Totsuka through

\(^{351}\) Ibid., pp. 305-306.  
\(^{352}\) Ibid., p. 307.  
\(^{353}\) Ibid., pp. 305-309.
Ōiso post stations. In another letter, a region-wide league composed of these villages explicitly rejected the imposition of sukegō taxation in its entirety. They were persuaded that when enough villagers emulated the behaviors of akutō and mushuku, the stability of their communities would be undermined in face of “the emergency of an immeasurable scale.”

During the political uncertainty of the 1860s, tanomi shōmon were produced to avoid heavy sukegō burdens by hiring contract porters or pushing the assigned sukegō burdens around among the different categories of the assisting villages. Although one dimension of tanomi shōmon involved an exchange based on the expectation of remuneration and economic gain, the contextualized accounts provided here shed light on their functions in cooperative exchanges. Tanomi shōmon demonstrated their capacity to create connections necessary to forge mutual trust within a group, organize unified resistance against the outside forces that threaten the group’s collective interests, and even express the group’s lack of positive incentives for reciprocity and cooperation towards the bakufu.

Conclusion

This chapter, which involved an inquiry into the origin and nature of tanomi shōmon, argued that these documents were service contracts that laid out the details of future transactions between service providers and clients including the scope of service and payment terms. Given the previous chapter that demonstrated the intimate relation between tanomi and such bonds as ikki

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354 The league members stated, “the wrongdoings will be passed onto smallholder peasants and that might inevitably result in the emergency of an immeasurable scale.” As cited in Usami, ibid., p. 310.
keijō and okibumi, the study I undertook in this chapter revealed that bonds in general and tanomi shōmon in particular had close connections with ukebumi (and to some extent, kishōmon).

Ukebumi was traditionally used to confirm the acceptance of an order issued from higher authorities, express the producer’s willingness to “acknowledge” his obligation towards the given expectation, and lend credence to his promise about non-immediate action with words sworn before gods. Over the course of time, however, this type of document was liberally used to delineate the nature of service exchanged between those engaged in a form of working relationship, although the words expressing one’s willingness to “accept” and “acknowledge” another’s service request (uku, ukeru, shōchi) were retained as the most distinct attribute which determined ukebumi’s functions. The first of its two primary roles was to serve as the letter of application or request used to demand a specific service from the addressee. In other context where the addressee had already accepted to fulfill his side of the deal, ukebumi served as the letter of acknowledgement aimed to announce the official responsibility accepted by the addressee. In addition to these two functions, the three main elements that comprised ukebumi, namely, compensation, brush and ink fees (monetary rewards), and verbal affirmation, were other unique attributes that had substantial effects on refining the terms of work between service providers and clients regarding the scope, length, and cost of service performance.

Tanomi shōmon examined in this chapter served both functions of ukebumi, simultaneously. Whether they were used by Tokugawa villagers to charge their local officials with book-keeping and other administrative duties or to invite the local notables and private service contractors outside of the village communities to supervise region-wide civil engineering projects, tanomi shōmon involved a dialogue between the trustee who “accepted (hikiuke)” his assigned responsibility and the group of trustees who “agreed (shōchi)” to the payment terms and alternative
forms of compensation in exchange for the promised service. Moreover, the statistical data provided in this chapter further supported the evolutionary link between ukebumi and tanomi shōmon. One of the essential components of tanomi shōmon was verbal affirmation; the trusters used certain prescribed phrases (e.g. kurō and meiwaku) to bolster trustees’ confidence in their mutual agreement about non-immediate action. The villagers also promised compensation either through shouldering all the costs associated with the trustees’ service, taking over farm and other labor responsibilities during the trustees’ engagement with the service, or both. Finally, the last element that constituted an important aspect of tanomi shōmon was the provision of rewards. For instance, the stipends paid to the representatives who filed legal petitions to the Magistrate’s Office on behalf of the requesting villages were expressed as ink and brush fees, lunch, or drink fees.

While these two types of documents shared a number of traits in common, Tokugawa villagers established tanomi shōmon as bilateral agreements between men of relatively equal power. The evidences that support the attempt by the villagers to propel the move away from ukebumi and Tokugawa-period pleas such as negaisho were kotogaki (titles) and kakitome (concluding statements) attached to tanomi shōmon. Their neutral language created a platform conducive to facilitate a private exchange among those driven by shared interests regardless of their socio-economic standings.

In contrast to Shirakawabe’s view that identified this new and independent category of written agreements with present-day powers of attorney, I demonstrated that tanomi shōmon were service agreements, which, like present-day ukeoi keiyaku, contained the details of job description, remuneration, and any other conditions that bound both service providers and their customers to each other. Drawing on a number of sources that were created to procure the employment of day laborers, the services of post station managers, and the supply of horses for transportation, I argued
that these *ukeoi*-type *tanomi shōmon* should be distinguished from the others because: 1) the service providers (trustees) demonstrated exceptional proficiency in a specialized field of knowledge and expertise; 2) the service providers typically accepted to perform their service within a fixed period of time on agreed wages for their employees as well as themselves; and 3) the wages, remuneration, and other costs attached to service performance were paid to the service providers only after meeting the certain standards of the customers.

The employment process took place independently and privately from the Intendant’s Office that actually sent out the notices on corvée labor. The significance of these *ukeoi*-type *tanomi shōmon* containing such meticulous details about the employment of service contractors should therefore be evaluated in connection with the broader framework of *naishō* informal negotiations. Furthermore, the two narratives that provided contextualized accounts for the function of *tanomi shōmon* in silk and *sukegō* uprisings revealed that these movements involved more complex mechanisms than gift giving or other exchanges based on straightforward expectation of profit, demonstrating the documents’ capacity to motivate people’s cooperation and collective action. Essentially speaking, *tanomi shōmon* facilitated important discussions about limited resource problems—how the duties of the peasantry could be fulfilled without depleting limited manpower and other valuable resources and do so without disrupting the day-to-day agricultural operations of each individual as well as the group.

Given the implications of *tanomi shōmon* for cooperation and collective action, the next chapter documents the process by which a common belief in *tanomi* emerged to serve as the medium of social and economic transactions among Tokugawa villagers. An effort in this endeavor involves an examination on an intimate relationship between *kishōmon* (divine oaths) and *tanomi shōmon*. As mentioned in this chapter, *ukebumi* and *kishōmon* were often indistinguishable; divine
retribution was an integral part of *ukebuni* and any *ukebuni* containing the divine punishments, gods’ names, and other traits that constituted *kishōmon* lent both credence and substance to the written promise about non-immediate action. During the early Tokugawa period, *tanomi shōmon* tended to depend on the effects of divine punishments as a means of contract enforcement. How the threat of divine retribution was replaced by a common belief in trust will further help us understand the complex mechanism of *tanomi* as a lubricant of interpersonal relations as well as the profound implications of *tanomi shōmon* for Tokugawa society.
CHAPTER FOUR

In the Others We Trust:

Social Mechanisms of Tokugawa Trust and Cooperation

Why we took the pledge in the previous year and swore to stand by each other was for this very [unnerving] time.

For the fear of the other world, the shame of this world, and the law of trusting the others,

I shall resist the temptation of the moment and give my whole heart to the pledge.

Munekiyo, 1225

Introduction

Sometime during the Tokugawa period (1603-1868), a prostitute from the famous Yoshiwara pleasure quarter pledged her love to a man in an oath sworn before kami and buddhas. Believing that her love was genuine, the man paid frequent visits to the quarter. But alas, there were two other men with two more oaths. When they confronted her together with the threat of divine punishment, the prostitute simply scoffed. Whether the prostitute’s apathy to gods’ reprisal stemmed from resignation begotten in that purgatory-like place, implied a social process of secularization, or presupposed a gender difference between practical realists and helpless romantics is open to interpretation. In either case, a profound question lies in this rakugo or a

356 This famous rakugo is entitled, Three Oaths (“sanmai kishō”). Also, see Chijiwa Itaru, “Chūsei minshū no ishiki to shisō,” in Ikki 4, ed. Aoki Michio et al (Tokyo: Tokyo daigaku shuppankai), pp. 1-3.
 According to some theories, beliefs in moralizing, intervening, punishing gods serve to suppress the temptations of defection and foster in-group trust and cooperation. Thomas Hobbes once argued that without the existence of such cosmic forces individuals would be trapped in what theorists today call “social dilemmas” and kept ignorant of the long-term benefits of cooperation. To some extent Bonds of Trust discredit this Hobbesian theory. The term social dilemmas “refers to a great number of situations in which individuals make choices in interdependent circumstances.”

To sustain cooperation in a community of individual household units, Tokugawa villagers found ways to escape the “traps of their own making” and sustain promises independent of such powerful divine agents. Yet they did not rely on the command of a centralized political rule either; as far as the ruling authorities in the Tokugawa period were concerned the internal affairs of a village were external to their concerns so long as the tax quota was met collectively by the group. The historical significance (and the puzzle) of Bonds thus lies in the demonstration of the villagers’ ability to act to the benefits of others as well as their own, in the absence of both aristocratic and divine intervention.

This chapter provides a plausible empirical and theoretical account for the basis of trust and cooperation in Tokugawa society. As briefly discussed in the previous chapter, tanomi shōmon involved more complex mechanisms than exchanges based on expectation of profit and economic gain. The documents demonstrated their capacity to create bonds and connections between groups of villagers who were held together by governing principles and behaviors. This chapter, which

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358 Ibid.
Involves an inquiry into the process by which a common belief in trust emerged and functioned as the medium of Tokugawa social interactions, therefore begins with an examination on an intimate relationship between *kishōmon* and *tanomi shōmon*. Following the study of how early *tanomi shōmon* depended on the effects of divine punishments as a means of contract enforcement, my discussion leads to what I call *Fields of Trust*, which played important role as spaces for individuals to value trust and defend the common objects of struggle against the threats of outside group.

**In Gods We Trust**

*Kishōmon* (“divine oaths”) originally evolved from two medieval documents known as *saimon* and *kishō*. *Saimon* was a type of written oath dedicated at ritual ceremonies in hope of asking *kami* to ward off calamities and usher in wealth by promising perpetual offerings of food and drink. People lent credence to this promise by sacrificing their own well-being; they vowed to suffer divine punishments if they failed to stay truthful to their word. Whereas *saimon* was addressed to *kami*, writings of inquiry delivered to the teachers of Buddhist and Shinto establishments were called *kishō*. Primarily authored to ‘raise concerns to the person above’ (*kishō*), these documents were generally produced by the students seeking approval to implement regulatory changes within their institutions, or by those in power seeking to borrow religious authority to enhance the legitimacy of their political rule. In the case of *kishō*, those who became subject to divine punishments were believed to be men and women who disobeyed the orders sanctioned by the religious authority.359

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The emergence of divine oaths was accompanied by a change in the popular perception of gods. Deities of the preceding, ancient age were believed to inflict curses, not punishments, on people.\(^{360}\) When an individual was exposed to the misfortunes of life the intentions of deities were pondered and deduced from their seemingly arbitrary actions.\(^{361}\) In contrast, deities portrayed on the medieval-period divine oaths kept people under close supervision. They meted out punishments when human behaviors did not accord with their word. Among commoners, elite, and clergy in the medieval times, there was thus a widespread belief that divine oaths are solemn agreements with deities who have the power to discern moral truth from the uncertain events of the past, present, and future.

This transition was introduced by the moral dimension of Buddhism, and adopted by the legal system of Kamakura shogunate in the thirteenth century. A total of nine signs, collectively known as *shitsu* ("losses"), was incorporated into the shogunate’s legislature and served as a barometer of divine judgment. If none of the signs from gods were detected—signs such as nose bleeding and getting clothes bitten by mice—during the period of seven days after a suspect of crime was ordered to produce a divine oath, she or he was held in custody at a Shinto shrine for additional seven days in order to confirm innocence.\(^{362}\) Through the development of the medieval judicial system, *kami* and buddhas gradually attained their established positions as moralizing and intervening gods.

By the same century, every divine oath came to constitute two parts: the first half stating one’s innocence and/or articles of promise, and the latter half known as the divine vow (*shinmon*, pp. 220-231. Also see Hayakawa Shōhachi, *Nihon kodai no monjo to tenseki* (Tokyo: Yoshikawa kobunkan, 1997), Part 1.


\(^{361}\) Orikuchi Shinobu, *Orikuchi Shinobu zenshū* 16 (Tokyo: Chūōkōronsha, 1956), p. 56.

or sometimes *batsubun*) containing the names of *kami* and buddhas along with the kinds of punishments these divine agents are capable of inflicting on any individual concerned. The first extant oath from 1148 opened with the author’s statement denying the allegation thrown at him (stealing a horse and sundry articles) and concluded with another statement containing his vow, a vow to endure divine punishments should truth disprove his purported innocence. Listing the names of gods and the punishments they would rage upon him, the author placed himself under a curse.\(^{363}\) Through this daring act of self-damnation, both parts of the written oath served together as an affidavit of innocence. Because the gods named therein were called upon to serve as witnesses to the deposition, this particular oath only contained a written name and the seal of the author-defendant.

After the fourteenth century, an increasing number of divine oaths began to contain the name of recipient as well as that of author. Exchanged from one samurai to another, the documents evolved from covenants with gods to bilateral agreements between men of relatively equal power.\(^{364}\) From cease-fire pacts to arrangements of military alliances, the articles of promise outlined at the beginning of the documents were sworn to gods by the author, and the prospect for possible divine intervention, made explicit in the divine vow, was intended to clear the recipient of suspicion and uncertainty.\(^{365}\) In the uncertain world of medieval samurai where betrayal was epidemic, divine oaths were aimed to give the needed assurance in the absence of a centralized government. Similarly, when the peasants stood in protest against competing groups and samurai feudal rule, they signed the written oaths with blood, burned them, infused the ashes in a cup of

\(^{363}\) For details on the first extant divine oath, see Satō Shin’ichi, *Komonjogaku nyūmon*, pp. 221-222.

\(^{364}\) Ibid., p. 232.

\(^{365}\) For more details on divine oaths exchanged among the medieval warlords for these military purposes, see Noritake Yūichi, “Tōgoku daimyo to meiyaku,” in *Keiyaku, seiyaku, meiyaku*, ed. Sakai Kimi (Tokyo: Chikurinsha, 2015), pp. 387-408.
water (which was then referred to as shinsui/jinzui or “gods’ water”), and circulated it within the group for each to sip.\(^{366}\) People’s grievances found expression through this ritual as the alleged power of the supernatural inspirited the collective sense of belonging and responsibility.

**Stratification of Gods**

Sworn before *kami* and buddhas, the medieval oaths therefore suppressed the temptations of defection with the threat of divine punishments. Since medieval times, reputation played an essential role as an enforcer of promise. As I will discuss below, people’s sense for the space and environment around them, manifested in the medieval-period divine oaths, exhibited their deep concern for reputation, and the subsequent rise of Bonds similarly depended on the effect of reputation as a mechanism for fostering cooperation. According to Satō Hiroo, *kami* and buddhas were hierarchically aligned on the divine vow, a latter part of the divine oath containing gods’ names and punishments which reinforced what was agreed in the preceding preface. The hierarchical arrangement reflected the power relations between the gods, determined by the measurement of the earth’s surface where their spiritual blessings purported to permeate. Such particular spatial orientation of the medieval Japanese mirrored the stratified social world of hierarchy and domination, ultimately serving as the foundation of people’s concern for reputation within competitive status hierarchies in the Tokugawa society. Whether the divine oaths were produced by peasants in the fourteenth century (1 & 2), a Buddhist monk in the same period (3),

or Ieyasu in 1600 (4), their divine vows all followed a specific hierarchical pattern starting with Bonten (Brahmā), Taishakuten (Śakra), and Four Heavenly Kings, followed by the deities of Daoist origin, and ending with a troop of Japanese kami:

(1) [Should we break the vow] let the punishments steep through every pore of each peasant by the powers of Bonten, Taishakuten, Four Heavenly Kings, the Sun, the Moon, and the constellations of stars above [the realm], Amaterasu down [the realm] and greater and lesser deities around both Japan and the underworld, the Great Bodhisattva of Hachiman at Tōji, and Daimyōjin of Inari, as well as Tōji, Kūkai, and Tree Treasures of Buddhism (Buddha, Dharma, Sangha) in particular. We hereby swear on this divine oath. 367

(2) Let the punishments fall on the bodies of the peasants by the powers of Bonten, Taishakuten, Four Heavenly Kings, Enma (Yama), the great deities of Five Paths, King of Taizan, and in particular, the enshrined deities at Japan’s prime Kumano Shrine, buddhas at Kinpu, various Daimyōjin of the imperial capital, Buddha at this temple and Great Bodhisattva of Hachiman. We hereby swear this divine oath. 368

(3) Let the punishments befall my body that goes by the name of Shōson with the powers of Japan’s Amaterasu, greater and lesser deities of sixty-odd provinces of this entire realm, and especially Buddha, Four Heavenly Kings, Great Bodhisattva of Hachiman, and Three Gongen deities at Kumano Shrine, as well as Kannon worshipped at the Hall of the Second Month at Tōdaiji in particular. 369

(4) The punishments shall befall by the powers of Bonten, Taishakuten, Four Heavenly Kings, greater and lesser deities from sixty-odd provinces around Japan in general, as well as the two Gongen deities at Izu and Hakone in particular, Daimyōjin of Mishima Shrine, the Great Bodhisattva of Hachiman, and Tenjin of Tenman Shrine. I hereby swear it on this divine oath. 370

In the medieval Buddhist view, Bonten was believed to reign at the highest tier of the universe above the mountain called Shumisen (Mt. Meru or Sumeru) and share his abode with those of Taishakuten and Four Heavenly Kings in heaven. These three were set apart from the rest of deities due to a belief that their distinguished spiritual blessings could reach all corners of the sentient world. The Daoist deities often followed next; they were typically various manifestations of hell, but were similarly believed to cover a wider geographical landscape than kami since both Japanese as well as Chinese peoples were punished in the same realm of afterlife in the medieval Japanese imagination. According to Satō, the deities native to Japan were no comparison to these foreign gods in terms of their spiritual breadth because of the limitations of their “ethnocentric character.”

Despite the limitations, however, the Japanese placed their confidence in the powers of kami as more reliable, pertinent, and fast acting to their concerns. On a typical divine vow, those who earned state patronage, such as the Sun Goddess at Ise Shrine, appeared before the rest of kami, ending with lesser deities who are enshrined as tutelary deities in the local village shrines. Aligned together with these lesser deities often included buddhas and Kannon, who attracted exceptional popularity and affection from the medieval Japanese. As a result of their assimilation into the Japanese culture, these foreign gods held unique positions in its spiritual tradition as concrete objects of veneration, as opposed to Bonten and the other buddhas who belonged to a world of abstractions. People erected statues of these ‘Japanized’ buddhas, housed them in their local temples, and implored to oversee their everyday lives for protection. Shinto deities similarly found themselves manifested in local shrines as the religion became institutionalized since the emergence of a centralized monarchy in the seventh century.

\[\text{Satō Hiroo, } Kishōmon no seishinshi: chūsei sekai no kami to hotoke (Tokyo: Kōdansha, 2006), pp. 32-38.\]
\[\text{Ibid., pp. 39-48 and 77-81.}\]
Such general trend toward idolatry transformed *kami* and some buddhas into corporeal and tangible entities of worship and delineated the perimeters of their power according to the locations where they were enshrined and worshipped. In other words, these deities now had assigned territories for which they were held spiritually responsible. As they emerged as the enforcers of law, their worshippers who united before the gods felt authorized to exercise mutual supervision. This explains why reputation is often synonymous with the Buddhist term *seken* (meaning the “secular world”) in literature dating from the medieval through the contemporary period. In the writings of the seventeenth century village headman, Kauchiya Kasei, whom we have already seen in Chapter Two, the *seken* was implied as a circumscribed, substantial space where any attempts at concealing gambling, adultery, and other forms of social deviance is made impossible for it is comprised of “the human eyes hanging over the sky… [and] the human ears hanging on the walls.” If one dared to challenge this, “shame (*haji*) and slander would befall as if they were the punishments by *kami* and buddhas.”

People mentioned in Kasei’s *seken* were all classes of the Tokugawa society who vie for the common purpose of perpetual subsistence of each individual household, or *ie*, against a flux of economic uncertainty. “When one observes the *seken*,” Kasei wrote, “how deplorable to find many who engage in self-aggrandizement improper to their respective places. The warrior and

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373 Ibid.
375 Kauchiya Kasei, Kauchiya kasei kyūki, pp. 238 and 239.
376 Note that in her discussions on the samurai sentiments of honor and shame, Eiko Ikegami argues that the *seken* is “an imagined cultural community,” or a symbolic reference group” that checks, evaluates, and regulates one’s social appearance in accordance with moral values prescribed by the constituent members. When a samurai sought to avoid shame and protect his good reputation (*na, menboku*) in the *seken*, it premised on a tacit understanding that all members of the samurai community, from the daimyo to his retainers of the lowest rung, would employ shared criteria for honor to endorse his honorific standing collectively. Ikegami, The Taming of the Samurai: Honorific Individualism and the Making of Modern Japan (Cambridge, Mass.: Harvard University Press, 1995), pp. 18, 38, and 90-94.
imperial houses as well as monzeki temples of certain esteemed lineages are of course an exception, but some well-to-do farmers, doctors, monks…[and] the others who had their households brought to ruin due to their indulgence of disproportionate scale…these people are everywhere across all four social classes of this senken.”

Even when “the rumors of the senken” (senken no uwasa) confers reputation to a man as wise and dependable for his skills in bows, horses, and writing impressive petitions for others, it is meaningless if his domestic matters (naishō) are neglected for the sake of such vanity, said Kasei. Furthermore, Irie Hiroshi found frugality, diligence, modesty, and honesty among the most frequently exhorted virtues in a significant number of merchant house codes (kakun) he studied. After the establishment of ie system the perpetual continuity of each household thus became one of the most important criterion for one’s reputation throughout the Tokugawa society.

Those who successfully managed the business of household merited social respect because it was unanimously a complicated and onerous task. During the Tokugawa period, the term ie did not only refer to consanguineous members of the household head but it also implied workers and servants living on the same residential property and working together to manage the household as a collective enterprise. A Tokugawa household was simultaneously a productive as well as a residential unit whose public recognition was judged based on three objective elements rather than the members’ blood relationship. They were: 1) household occupation (kagyō), which supplied the source of household income; 2) farms and household properties (kasan), which were transmitted from the household head to his heir; and 3) house-name (kamei), which served as the public title of the household unit in the form of the hereditary name of the household head.

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377 Kauchiya Kasei, Kauchiya kasei kyūki, p. 325.
378 Ibid., p. 333-334.
380 Ōtō Osamu, “Shōkeiei, ie, kyōdōtai,” in Nihonshi kōza: kinsei shakai ron 6, ed. Rekishigaku kenkyūkai and
Every household institution was thus run as “a social institution” or “a corporate body,” whose ultimate goal was to transmit the properties temporarily entrusted by the ancestors to the future descendants.\textsuperscript{381} To that end, the household members retained the power to rebuke their head’s rights in forms of divorce, expulsion, or forced retirement if his actions were deemed selfish and detrimental to the collective goal of perpetuating and improving the household reputation in the society.\textsuperscript{382} Because his incompetence could similarly imperil the entire community sustained by a system of joint tax responsibility and mutual help, the village also collectively exercised the power to exclude him without governmental intervention and authorization.\textsuperscript{383}

**Tutelary Deity and Punishment**

In the society obsessed with household reputation thus stood the core, unifying problem: how do groups pursue strategies to achieve the interests of their collective existence within the community of individual household units? A repeated exposure to retribution and mutually beneficial interactions is proven to entice individuals to favor long-term benefits of the group over their short-term economic self-interest.\textsuperscript{384} Examined here are divine vows incorporated into the

\textsuperscript{381} For more details, see Hur, ibid.
\textsuperscript{382} Ōtō, “Shōkeiei, ie, kyōdōtai,” p 12.
\textsuperscript{383} Hur, *Death and Social Order in Tokugawa Japan*, p. 209.
\textsuperscript{384} See Elinor Ostrom and James Walker eds., *Trust and Reciprocity: Interdisciplinary Lessons from Experimental Research* (New York: Russell Sage Foundation, 2003), p. 49. Ostrom writes: “the more benefits they have received in the past from other reciprocators, the higher they own initial inclinations. The more often they have faced retribution, the less likely will they be to see free riding as an attractive option.” A team of anthropologists and economists sees punishment holds an essential key to the origins of altruistic behavior in humans. They argue, “the willingness to pay a price to punish those who violate [prosocial] norms…is a necessary condition prior to the ability to live in large social groups with complex divisions of labor.” See Jean Ensminger and Joseph Henrich,
early Tokugawa-period tanomi shōmon. In particular, Bonds of Trust found in Hashiramoto (1609-10) and Shimohatsuda (1713) villages are valuable for our current discussion. 385 In Kamigata/Kinai (Central Japan) where Hashiramoto was located, the self-sufficient, self-governed corporate villages (sōson) established by strong horizontal ties of peasants flourished. In contrast, in Kanto (Eastern Japan) where Shimohatsuda was located, the power of dogō farmers dominated the fellow villagers in terms of their large control over land, water, and other resource. Despite these differences both villages preserved divine vows in the latter part of their Bonds of Trust, continued to rely on the hierarchy of gods for monitoring, and improved the overall efficiency of their group life. As I will demonstrate, the attached divine vows incorporated adjustments that substantially pushed a move away from kishōmon and led tanomi shōmon to perfection. The findings illuminate that: 1) divine retribution remained as an important component of the early Tokugawa-period Bonds of Trust, but practical concerns were insinuated through the religious overtones; 2) the role of village tutelary deity (chinjugami) dominated the others as a solitary punisher; and 3) because the tutelary deity distributed punishments but not rewards, Bonds of Trust consequently emerged as a secular institution for reward.

The earliest extant Bonds of Trust emerged out of a power struggle among the households in Hashiramoto village from Settsu province. It has been well-documented by Mizumoto Kunihiko who utilized the documents to disclose an increase in the political participation by the so-called ‘smallholder peasants’ (kobyakushō), whose concerns centered on how the headman calculated and allocated the yearly tribute and corvée burdens between individual household units after the

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385 For Shirakawabe’s discussion on the relation between kishōmon and tanomi shōmon, Nihon kinsei no jiritsu to rentai, pp. 145-171.
quota was assigned on a village basis by the extramural authority. This task of the headman, which pertained to the questions of his own political interest and public good, embodied “the seeds of social dilemmas.”

The smallholder peasants were a class of newly established households who managed small plots of land either given or rented from the titled peasant households. In the first decades of the early seventeenth century, these smallholder peasants lacked access to political power even though they shared tribute and corvée burdens. For the bakufu, the titled peasants registered on the cadasters were the only official tribute payers; any proprietary relations existing below their level were too convoluted to apprehend in the extramural eyes. As a cost effective means of tax extraction, the rulers thus granted the headman and titled elites authority to collect tribute from the smallholder peasants rather than making them accountable for direct payment. Deprived of the political power attached to the title, the smallholder peasants were vulnerable to the arbitrary rule of the headmen. In Hashiramoto and other cooperate villages in Kinai region, for example, tribute, village expenses, or other services were often apportioned equally per household rather than calculated according to the taka value of holdings, making the burden unduly heavy for these small non-titled taka holders.

After the 1640s, the resistance against the headman’s arbitrary rule increased in frequency within the corporate sō villages of Kinai, bringing a shift in “the village basis of privilege and political power from pedigreed houses of titled peasants to households that were holders of taka,

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386 Mizumoto Kunihiko, “Kinsei shoki no sonsei to jichi: Settsu no kuni Akutagawa gun Hashiramoto mura ni okeru,” Nihonshi kenkyū 244 (December 1982): 52-70 and also Mizumoto, Kinsei no mura shakai to kokka, pp. 137-190.
387 Ostrom writes, “All major economic, political, and social projects requiring individuals to associate in allocation activities contain the seeds of social dilemmas.” In a sense, the headman’s task in tax computation resembles the allocation game experiments the game theorists employ in their labs. Ostrom, Trust and Reciprocity, p. 21.
388 Ooms, Tokugawa Village Practice, p. 88.
389 Mizumoto, Kinsei no mura shakai to kokka, pp. 76-85. Also, Ooms, Tokugawa Village Practice, pp. 83-85.
or tribute land.”

Political participation, now open down to the level of the smallholder peasants, gave an added complication to the existing power dynamics between those who conventionally monopolized power and authority within the village: the headman who was established by the ruling authorities in the 1590s; toshiyori or elders who constituted the core club of the village elite from which the headman came; and the rest of the village elite who possessed a political power attached to the title but not the economic wealth, household pedigree, or other status considerations commensurate with those offices.

Under these circumstances, each political participant faced a dilemma during the process for nominating and appointing the village’s headman as each status group aspired to recommend an individual who would work in the best interest of its own. In Western Japan where the position remained hereditary, the headman tended to exercise power in the best interest of himself and the extramural authority, thereby incurring strong resistance by the entire village. In East where a member of the elite circle was elevated to the office by a voting or a rotating system, bribery tended to rule the village. And when the class of smallholder peasants joined the process of consultation, it took months to reach a consensus until some nervous bakufu or domanial officials banned them from the meetings and ordered that the farms be tended properly.

In 1609 and 1610, the class of smallholder peasants (with the help of some elders) in Hashiramoto introduced Bonds of Trust in their movement to raise their rank and claim a share in political power equal to that of titled peasants. A dispute over the computation of tax base and other budget issues had just been resolved. This was not the first suit petitioned by the smallholder

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390 Ooms, ibid., p. 79.
392 Akita domain issued the order in 1731, saying that the titled peasants should restrain their self-interested temptations and instead choose a headman based on his personal quality. Kodama Kōta, Kinsei nómin seikatsushi (Tokyo: Yoshikawa kōbunkan, 2006), p. 113.
393 For more details on this movement, see Mizumoto Kunihiko, Kinsei no murashakai to kokka (Tokyo: Tokyo daigaku shuppanaki, 1987), pp. 121-122.
peasants; only a couple years before the group accused a powerful elder named Jin’emon of mishandling their tax rice, and the entire council of elders countered the interrogators with four divine oaths in an attempt to defend their political privilege in solidarity. This time, the smallholder peasants sought ways to settle problems with Jin’emon without further bureaucratic tedium. They devised Bonds of Trust, in which they formally addressed Jin’emon as shōya (a village headman) to set him apart from the other elders, authorized him to handle administrative tasks independently, and emphasized their right to evict him from the seat should he fail to meet communal standards and expectations. At the core of their agreements was to rid each other of distrust (isshin fushin sukoshi mo gozanaku sōrō). To that end, however, these nascent Bonds of Trust still had to depend on the power of kami and buddhas:

(1) …since we are hereby bound to one another, we aspire to maintain this arrangement as long as we entrust you [with the job of the village headman]. If there was a breach of agreement, each of us shall not have nenbutsu chanted at our deathbed. We hereby declare as such (the third month of 1609).

(2) …no sense of distrust should exist between us while we entrust you [with the job of the village headman]. If anyone wished to file an official complaint, he should first consult with the headman and the council of elders. If anyone acts against this agreement, he shall suffer leprosy. He shall not have nenbutsu chanted to him at the last moment of his life. Furthermore, he shall sink to the bottom of Avici Hell in his

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394 Fearing that their incompetence might be disclosed to the higher authority in Edo, the elders agreed to help each other by splitting the travel cost should they be required to visit and give explanations to the bakufu. For more details on this dispute, see Mizumoto, Kinsei no mura shakai to kokka, pp. 111-116.
395 Mizumoto, ibid., pp. 121-122.
396 It was not until after Jin’emon’s son, named Tarōemon, succeeded him that the divine vow was finally removed from the Bonds of Trust. In one Bond, the smallholder peasants refused to obey Tarōemon and his administrative assistants unless he appealed to the bakufu on their behalf for tax reduction. They wrote: “If the tax increase is reasonably small, we can entrust the business with you as it is, but now the difference is so large that we cannot undertake the job of being a peasant.” See, Mizumoto, ibid., pp. 121-122.
397 Ibid., pp. 118-119.
afterlife and find nowhere to attain reincarnation. We hereby declare on this divine oath (the twelfth month of 1609).\(^{398}\)

(3) We hereby declare. As long as we entrust you with the tasks involving the computation of tax rates and other related calculations, we trust that you will handle the business of this place as you see fit. There are different kinds of people living here and therefore some might bad-mouth things, but now [that we are bound to this agreement] we will not align our hearts with those kinds of people under any circumstances. We place our trust in your abilities to accommodate our needs and wants. We may speak [with Mr. Intendant] about the tax rate we will be assigned year to year, but we will promise you not to consult any other matters with him outside of your knowledge. If we voice any objection to this agreement in the future, we will suffer the punishments of kami and buddhas. We hereby swear. (the eleventh month of 1610)\(^{399}\)

Since distrust toward Jin’emon persisted, the punishments helped the villagers to offset their fears for defect, non-cooperation, and free riding. The three powerful devices used for that end were leprosy, Avici Hell, and the loss of nenbutsu chanting. All of them were obliquely tied to their secular concerns for the maintenance of household perpetuity and to their deep-seated aversion to falling victim to social seclusion and discrimination. A man who murdered his own father, for instance, did not only pay for the grave sin in Avici Hell; an extreme kind of communal disturbance like this caused by any household head brought the life of his household itself to an end. And while a man who did not have nenbutsu chanted at his deathbed was divorced from his path to nirvana on one hand, his household lost its contacts of communal interactions through funerals and other religious services.

More striking than these two was leprosy, which began to appear on divine oaths since the beginning of the late Kamakura period. Compare the two documents, the earliest extant oath from 1184 and another example from 1299.\(^{400}\)

\(^{398}\) Ibid., p. 120.
\(^{399}\) Ibid., p. 121.
The punishments of heaven and hell shall befall the body of Gyōmaru. In this life, he shall be destitute and miserable. In the next life, his descendants shall be deprived of the seeds of Buddhahood over the three generations. He will humbly present himself before the judgment of the heaven.

The punishments of heaven and hell shall penetrate every single one of the eighty-four thousand pores of Jōgen’s body. In this life, he shall suffer from leprosy. In his next life, he shall eternally grovel at the bottom of Avici Hell...

A common explanation for the spread of a view linking the disease with divine retribution exists around the emergence of new sects of Buddhism during this era, which spearheaded an intense sectarian strife over the recruitment of the proselytized. In the course of preaching simple paths to salvation for the laity, leprosy was associated with faithlessness while being valued as a polemical tool to brand the rival contemporaries as heresy. Furthermore, leprosy, epidemics, and angry spirits were also believed to enter through human pores in the medieval Japanese imagination. These sources of defilement that existed external to oneself under normal circumstances could quickly destroy his or her social as well as physical well-being.

When employed to reinforce a promise between villagers who practiced communal worship, leprosy symbolized a coerced isolation from the socio-religious community. The impetus for this association was created by another important social development during the late Kamakura: the formation of corporate sō villages, which gradually ushered in fundamental changes to the organizational character of the estate system. To combat the powerful estate owners, the villagers fortified themselves against harsh exactions, harassment, and abuse by

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312.
301 Ibid., pp. 308-314.
303 For my discussion the development of corporate villages, see Chapter One.
adopting xenophobia as a self-defense strategy. Various modes of ostracism—refusal to provide lodging to strangers, banishment, and setting fires on houses—were devised to keep the village safe from travelers, trespassers, delinquents, and traitors.

Created by this xenophobia was a more perpetual, routine supply of street vagrants than famines or natural disasters, fueling a deep sentiment of discrimination against lepers, kawata (or eta, “the filth”), and hinin (“non-humans”) well into the Tokugawa period. Among this transient population, leprosy stood out more than anything as a predetermined hapless fate; when this incurable disease was inflicted on a man, he was immediately abandoned by his family, exiled from his community, sold to kawata and hinin, and exploited by them as an alms-receiving beggar. This xenophobic behaviors and consequent cooperative motivations were empirically sustained by learning mechanisms well into the early Tokugawa period and beyond. Because those who signed the written agreements in Hashiramoto were incumbent household heads, the threat of communal ostracism, strongly implied in the coded language, plausibly led them to prioritize long-term group interest over their own short-term economic self-interest.

Since the early Tokugawa-period Bonds of Trust involved such a mechanism useful for forging in-group trust, the documents were increasingly employed as the medium of negotiation for disputes against the neighbors and overlords who existed outside the respective village. While the hostilities of the outside world created the catalyst for tanomi shōmon’s growth and expansion, however, Tokugawa villagers did not instantly relinquish but held on to kishōmon as a tool to reaffirm their internal solidarity, for which the village’s tutelary deity played a prominent role. Both documents thus continued to help reinforce the sense of in-group trust and out-group distrust.

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404 Recall the social implications of “untrustworthy men” or burai, as discussed in Chapter One.
405 Yokoi, Chūsei minshū no seikatsu bunka, pp. 227, 248-251, 298-302.
In the twelfth month of 1713, a Bond of Trust was signed by forty-nine members of Shimohatsuda village in Koga domain of Shimotsuke. It requested both village headman as well as the council of elders to file a lawsuit against their newly appointed domanial lord who commanded tax increase. Hoping to lend substance to it as a public document worthy of proper bakufu attention, the villagers addressed these men as village representatives (sōdai), endorsed that their action spoke for the general will, and assured that they would never have to pay any consequences for representing their grievances. In the face of the hostility of the domanial officials, it was prepared for the representatives to carry throughout their way to Edo and to serve its legal purpose as a stamp of authorization commended by their fellow villagers.

Even though the Bond promised the representatives’ safety and innocence, the villagers still relied on the conventional mode of contract enforcement so as to entice their cooperation. Produced in the same month was a divine oath containing seven articles of indemnity agreement, each of which prescribed a detailed diagnosis for every possible verdict from the bakufu. In the first article, for instance, the villagers promised to take over farm and other labor responsibilities if the representatives remained handcuffed under domiciliary confinement. In another article, they agreed to raise a sum of one hundred ryō and pay that to their heirs over the period of two years if

407 “On the Matter We Wish Through the Written Note 以書付奉願候御事; 1713)” in Oyamashishi shiryōhen kinsei 1, ed. Oyamashishi hensan iinkai (Oyama: Oyamashi, 1982), pp. 597-599.
408 Tanomi shōmon was important in this respect because the safety of the appointed representatives was often threatened. For instance, in 1709, the peasants from ten different villages in Gunma county of Kōzuke sent their representatives to Edo, in order to file complaints against their proprietary lord, the Andō family. In the attempt to baffle their plan, the family collected a note from each village denying their involvement in this protest. See Shirakawabe, Kinsei no hyakushō sekai (Tokyo: Yoshikawa kōbunkan, 1999), pp. 90-91.
409 The concluding statement (kakitome) of their Bond of Trust stressed: “Even if we were to see any consequences as a result of this lawsuit, we would take the responsibility and never impose any burdens on you...” As discussed in Chapter Three, such a concluding statement containing verbal affirmation and compensation was common in the majority of Bonds of Trust. In a different document from 1692, peasants similarly promised their representative that they would share any burdens that might be incurred as a result of litigation. See “On the Wish Being Presented (指上申奉願之事; 1692)” in Sanwachōshi shiryōhen, ed. Sanwachōshi hensan iinkai (Sanwamachi: Sanwamachi, 1992), pp. 433-436.
the representatives were executed by the bakufu order. The rest of the articles followed in a similar manner for long-term imprisonment, banishment, and so on; in all of them the villagers promised to keep the representatives’ household perpetuity going and compensate for any loss caused. To enforce the exchange of these promises, they swore to the gods at the expense of their own children and grandchildren.\footnote{Tochigikenshi shiryōhen kinsei 1, ed. Tochigikenshi hensan iinkai (Tochigi: Tochigiken, 1974), pp. 534-535.}

The punishments of major and minor deities of heaven and earth around Japan, and especially those of tutelary deities from this place shall befall us including our children and grandchildren.

The tutelary deity is specially charged here as the local enforcer of law precisely for its ability to cast a close and watchful eye on the villagers’ performances. Such a role was ascribed to it when the villagers used the tutelary village shrine, the shrine where the tutelary deity was enshrined and worshipped, as the sacred space where they transmitted their concerns to the divine agent, deliberated their agreements, and forged a tight bond as equals (“kishō no ba”).\footnote{See Katō Mitsuo’s article on Tokugawa-period divine oaths, which confirms the tutelary village shrine as the site of the production. Katō, “Kinsei sonraku ni okeru kishō kōi to batsu bun: kinsei sonrakukan sōron ni okeru shinsai no ichi,” Rekishi hyōron 489 (January 1991): 92-93.} By contrast, people in ancient and early medieval Japan did not necessarily gather at local shrines, but instead used ritualized art and dramaturgies to fashion a communicative site with gods (“seiyaku no ba”). They rang bells to alarm the divine agents, burned incense to sanctify the environment around them, and consumed gods’ water, all to circumscribe an interactive space with gods.\footnote{Chijiwa Itaru, “‘Seiyaku no ba’ no saihakken: chūsei minshū ishiki no ichidanmen,” Nihon rekishi 422 (July 1983): 7-9. On the role of food sharing within this sacred place, see Katsumata Shizuo, Ikki (Tokyo: Iwanami shoten, 1982), pp. 27-33.}

While the ancient Japanese who did not belong to an officially sanctioned ‘village’ had to devise these theatrical means to carve out such a communicative space with gods, Tokugawa villagers
found little relevance for these tactics. The presence of the tutelary deity alone was usually sufficient to bind those who swore by it. As the object of their communal worship, the tutelary deity played the single most important role as a system of monitoring.

During the Tokugawa period, people believed that a tutelary deity was integrated with the ancestral spirits of all village households who dwell in close proximity for their descendants as “nebulous forms of nature” rather than rest in some distant and transcendental realm of the Western paradise. The tutelary village shrine served as the lodge of all ancestral deities, and it safeguarded the purified ancestral spirits from the external threats of pollution. Nam-lin Hur writes: “the communal worship of a tutelary village deity amounted to the veneration of all the ancestral spirits of each individual household, and individual household members, who were connected to each other through the communal worship of the village deity, formed a kind of extended family that was free of pollution.”

Made explicit by this unique role of the tutelary deity is a profound sense of fear for the maintenance of household perpetuity (recall the vow by Shimohatsuda villagers: “The punishments… of tutelary deities from this place shall befall us including our children and grandchildren”). As the following divine vows from other villages also demonstrate, this fear was symbiotic with divine retribution serving as powerful a motive for action as leprosy.

414 Ibid., p. 212.
415 Both quoted in Katō, “Kinsei sonraku ni okeru kishō kōi to batsubun,” pp. 98-99. The first example from 1663 was drafted by seven villages in Yamanashi whose members disputed over the use of common mountain resources. Perhaps because these villagers did not share the same tutelary deity, the divine agent was left unnamed; however, the association between divine retribution and household perpetuity was strongly implied. In 1695, when two fishing villages in Wakasa sought to resolve a territorial dispute over their access to mountains and waters, they swore by the tutelary deity worshipped in the region, mountain gods (*yamagami*), and ocean gods (*umigami*). Because both shared fishing as their household occupation, shipwrecks was listed as a divine punishment.
There is no falsehood in the statements given. If there was even the slightest bit of it, not only myself but my kins and friends, seven generations before and after ourselves, shall equally suffer from black skin diseases, evil deeds, and misfortunes in this life. And in the afterlife we shall all sink to the bottom of hell and suffer a great deal of hardship (1663).

In this life, we shall suffer disasters by water and fire, while leprosy and black skin diseases, which would forever severe ourselves from all occasions of human interactions, shall inflict our bodies. More specifically, our long liners, amberjack fishing boats, and steel boats shall sink in the ocean. We shall be abandoned by the gods’ blessings for our commercial success. We shall renounce wealth and let the Sun, the Moon, and Three Treasures of Buddhism (Buddha, Dharma, Sangha) abandon us so that none of our desires would come true. Let the ravages of wind and waves attack and wreck our boats. We shall starve as our household occupation perishes. And in our afterlife we shall sink down to the bottom of Avici Hell where the mercy of buddhas and Bodhisattvas are unreachable. We shall be stripped forever of a chance for reincarnation. Not to mention those who signed [this divine oath] but their children and kin shall also perish as well (1685).

The very inseparability between the village tutelary deity and the ancestral spirits of individual peasant household thus originated a powerful legitimation that authorized the villagers themselves to exercise the vigilant power comparable to all-seeing eyes of gods and to perform the acts of vengeance on wrongdoers. As I discussed earlier, the stratification of gods generated a specialization of function that allowed Tokugawa Japanese to glean greater benefits, better defend their territory, and improve efficiency of their group life. Integrated with ancestral spirits, the tutelary deity was given a specialized function to meet their specific goal: to coordinate interests of individual household units in order to achieve the sustenance of their collective existence as a village.

This functional specialization enabled the villagers to meet that goal in two ways. First, by transferring the sanctioning power to villagers it increased the speed of justice. The villagers had the trust of those supernatural agents in their hands to chastise one’s selfishness in accordance with their village codes. They did not need to take the instruction on the divine vow literally and wait
for leprosy to steep through one’s pores until they could ostracize the defector from their community. As a result, the punishments could be inflicted on the defector *here and now*, not in a distant future or in some abstract realm of afterlife. Second, because the villagers themselves actively monitored to detect and sanction defection, the punishments could still impact those who once avoided gods’ reprisal and therefore no longer believed in their existence. The synthesis between those two divine agents (the village tutelary deity and the ancestral spirits of individual peasant household) legitimated and increased the overall level of human surveillance, thereby extending the effects of the supernatural threat that would otherwise be temporary and short-lived.

A possible driving force behind this is the existence of defectors who challenged the system of punishment with increasingly innovative and sophisticated ways to cheat without detection. As long as a society continues to depend on such sanctioning system the members are “forced into a coevolutionary arms race of finding new ways to catch ever more sophisticated cheaters.”*⁴¹⁶* If a defector gets away without gods’ reprisal once, he and others will quickly “realize that the gods can be fooled after all, do not really care, or more likely, do not even exist.”*⁴¹⁷*

This poses a vexing problem for those who take the threat of supernatural punishment as an ideal, cost-free system for maintaining cooperation. They propose that belief in moralizing gods frees each individual from contributing resources and costs necessary to detect and sanction defection. The infallible powers of gods, they argue, can help remove all the burdens associated with this so-called diffuse (or altruistic) punishment, including corruption, bribery, escape, revenge, and resistance.*⁴¹⁸* To eliminate the defection by non-believers, world religions (Christianity and

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*⁴¹⁷* Ibid., p. 49.

Islam) thus evolved to acquire additional attributes and practices that prove too hard for the unfaithful to pose threats, for example, by incorporating elaborate rituals and impassioned devotions that involve “behaviors that non-believers would find too costly to fake,” 419 or “instruments like purgatory, hell, and karma which afford mechanisms of [supernatural punishment] in the afterlife or future lives.” 420

Propelled by the specialized function given to the tutelary deity, however, Tokugawa villagers developed two secular institutions for reward and punishment as solutions to the problem described above. The first was village codes. A sophisticated measure that regulates an access to common-pool resource, for example, was cardinal, and the group reserved the right to punish the violators with confiscation of benefits through process of exclusion. The second institution that helped curtail individual short-term temptations was Bonds of Trust, which, by distributing rewards, created positive incentives for individuals to engage in a behavior beneficial to the group. By offering an attractive alternative to free riding, the documents overcame the epistemological problem of the supernatural punishment eliminating the threat of defection by non-believers. The importance of reward was further bolstered by the development of a variety of mutual help programs (e.g. collective tax payment system, labor exchange practices, and kō confraternities), which empirically instilled in each member the benefits of cooperation. This allowed them to respond to defection with (explicit or implicit) threat of non-cooperation en masse as well as that of loss of rewards associated with cooperation.

Punishing cultures are by and large vulnerable to what researchers call “second-order free riding” or “higher-order defection”: even when a group invests initial costs for implementation, some members find ways to enjoy the benefits without contributing any ensuing costs required to

419 Ibid., p. 3273.
420 Schloss and Murray, “Evolutionary Accounts of Belief in Supernatural Punishment,” p. 49.
maintain the system of punishment. Instilling the fear of hell, writing pages and pages of the gods’ names, signing with one’s own blood, invoking a tutelary deity as the perfect observer—sustaining the system of supernatural punishment proved to be too laborious; the divine oaths were now liabilities with little or no practical utility in return. Even when the distribution of rewards was still more costly, the reward system promised higher success.

One can observe similar phenomenon in the world of yugishō and tekka gishō, methods used to discern a moral transgressor by making each crime suspect immerse his or her hand in boiling water or hold a red hot iron. As early as the fifteenth century, they were implemented as judicial systems primarily used for settling territorial disputes between neighboring villages (the earliest record goes even further back to the early fifth century), and respected leaders and representatives often sacrificed their health and resource on behalf of their villages. Not until the Tokugawa villages emerged that a reward system offered a way to recruit the volunteers from rōnin, beggars, and villagers devoid of political privileges to go through yugishō and tekka gishō. In exchange, they received prospects for financial security and status ascendancy: exemption from the payment of village administrative fees, entitlement to additional parcels of land property, rice, and labor assistants, and even in some cases, the right to take surnames. Implicit in this implementation was a concern that centered on how the village can avoid the risks involved with the loss of more indispensable members of the kyōdōtai (community), not how they can find the most moral and honest candidates immune to divine punishments.421

Although the punishments were still valued in some instances, to some degree, the emergence of Bonds of Trust indicates the transition from a punishing to rewarding culture where trust functioned as an instrument for cooperation.

Reciprocity and Reputation in Small Societies

In their attempt to move away from the use of punishments, Tokugawa villagers placed reputational system as the core mechanism of Bonds. Individuals gain trust comfortably in tight-knit communities where face-to-face communication helps the members glean accurate information about others’ reputations.\textsuperscript{422} Often using chatting and gossip as informal means of social control, small societies ascribe reputation to a particular individual, share the information within the group, deter misconduct by creating incentives to influence others’ opinions about oneself, and thereby sustain a functioning society without the direction of a centralized authority.\textsuperscript{423} Acting as a powerful “invisible eye,” reputations help individuals to predict the reliability of others, thereby playing a fundamental role in an exchange of promises as well.\textsuperscript{424}

\textsuperscript{422} For the positive relationship between trust and face-to-face communication, see Ostrom, Trust and Reciprocity, pp. 29-34. Also, see Sally Engle Merry, “Rethinking Gossip and Scandal,” in Reputation: Studies in the Voluntary Elicitation of Good Conduct, ed. Daniel B. Klein (Ann Arbor: The University of Michigan Press, 1997), p. 48.
\textsuperscript{423} As a deterrent device for social behavior, gossip wields its influence in “stable, bounded, morally homogenous, and close-knit societies where escape and avoidance are difficult”, rather than in “large, fluid, open, and morally heterogeneous communities where escape and avoidance are realistic possibilities.” It also circulates readily in the former type of society because gossip serves both as an index of “social intimacy and trust” and a device for forging consensus couched in shared moral rules and standards. For this centrality of gossip, one controls his or her behavior in the hope to maintain good “dossiers” on him/herself as gossip in such small-scale, face-to-face societies creates “cognitive maps of [one’s] social identities and reputations.”

However, one has to note that even in societies where it is pervasive and powerful, some manage to remain immune from the pressures by the virtue of their wealth, power, economic self-sufficiency, or socially marginalized status, whose greater or lesser control over resources permit them to escape rivalry and sanctions. Most vulnerable to and concerned with gossip are those who compete to outdo their peers in the middle of this social spectrum despite their interdependence for economic support and protection. See Merry, “Rethinking Gossip and Scandal,” pp. 48, 52, 54 and 61-62.


Chatting was favorite pastime for Tokugawa villagers. After the separation of samurai and the peasantry, the lack of aristocratic supervision made villagers audible and loose tongued, to the degree that concerned officials felt compelled to issue a famous admonishment in the early seventeenth century: “If there is a housewife who makes an excessive amount of tea to entertain others, visits around in the absence [of menfolk] and gossips, then she must have a hidden lover. Even if a man has a child with her, that kind of woman must be sent away…” Their apprehension was partly associated with agricultural productivity as well as the nature of neighborhood gossip that often became a cause of local disputes. See “Injunctions for Peasants (1619),” in David J. Lu, Japan: A Documentary History 1 (Armonk, NY: M.E. Sharpe, 1996), p. 212.

Furthermore, the importance of Tokugawa-era gossip as a vehicle of information sharing and distribution is
Bonds of Trust used these effects of reciprocity and reputation to elicit and sustain cooperation. An example from Kitano village in Musashi province, produced in 1737, demonstrates that reciprocity was essential to persuade the village’s headman to take up the duty that was otherwise demanding. The promises listed here, which ensured to minimize his burden, made the agreement possible.425

On the Note (1737)

…the Note (1737)

…Since we are facing hardship, all of the corporate villagers consulted together and decided to place our trust in you to be our headman.

Such being the case, we will pay our taxes, fulfill our labor services and so on according to the deadlines specified on notices. No matter what kind of services we owe, we will fulfill it without any interruptions. We will also pay your stipends and cover the other expenses used for your trips to Edo or for village expenditures each and every time you need them. Unless the officials voice a strong opposition to this arrangement, we will maintain our trust in you as our headman. We hereby present to you with this note containing all of our signatures.

By accepting the responsibilities promised by Kitano villagers, the headman agreed to fulfill his expected role, and the more he gained his reputation as a credible and trustworthy headman, the more he increased his own chance of receiving benefits from the reciprocators since people tend to feel inclined to make investment in an individual they can trust.426

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426 Ostrom, Trust and Reciprocity, pp. 49-50.
serves as a lubricant for social relations, it helped the headman to lower transaction costs, improve the efficiency of his administrative job, and ultimately secure long-term benefits. Motivated by the prospects for these advantages he transformed from a self-interested man into an altruistic and generous leader willing to take risks for public good.

The initial drive behind this was, as I mentioned before, the rise of a new class of smallholder peasants who deployed their economic wealth for a share in political power commensurate with the old village elite of pedigreed households. This small fraction of economically declining elite initially used devices, namely za, kabu, and yuisho, for structuring and securing their privilege power. However, the new class of smallholder peasants slowly infiltrated into these monopolies of power, ultimately forcing the village elite to participate in their own device of power: Bonds of Trust.

*Za* (literally, “seats”) refers to associations of seated members who gathered to protect mutual occupational interests, engage in collaborative artistic creation, or perform communal religious services. The occupational guilds of merchants and craftsmen, a typical example of za associations, emerged in the late Heian period in response to the gradual increase in agricultural productivity, the rise of commerce, and the instability of a decentralized medieval state at the time. While estate lords, Buddhist institutions, and other authorities deployed the services of these occupational groups for the acquisition of stable income, the members were given exclusive privileges under their patronage and exercised monopoly power over the access to their raw material suppliers and commodity consumers. Because these privileges included the right to expel competitors from public marketplace (*ichiba*) or charge fees for the use of their commercial outlets, *za* and the space in which their occupational operations took place became essentially the same.
This was especially true in more commercially developed districts of regional urban centers where a particular za group constituted a residential as well as a commercial unit.\footnote{Toyoda Takeshi, Za no kenkyū (Tokyo: Yoshikawa kōbunkan, 1982), pp. 21-39.}

In the corporate villages, Shinto organizations called miyaza played an important role since the early medieval period as a site for the selected elite (elders and headman) to sit before the tutelary deities, guide ceremonial life, and deliver decisions on village affairs.\footnote{Harada Toshiaki, Muramatsuri to za (Tokyo: Chūōkōronsha, 1976), p. 26.} Like other za organizations, the number of seats in miyaza was controlled to prevent outsiders from participating. The participants who based their political dominance on access to this exclusive religiopolitical privilege were pedigreed households (iesuji). These pedigreed households distinguished themselves from the others by their capacity to pay the village tribute directly and to run the household operation comprised of economically dependent extended families and non-kin servants.

A complex gradation of ranks existed among these pedigreed households themselves (main households or titled branch households, seniority, etc.), which determined the seating arrangement in miyaza, as well as these subordinates attached to the main households depending on their degree of economic autonomy. For example, extended families who established branch households as titled peasants were hierarchically superior to non-titled branch households. Non-kin servants living in separate quarters set up within the residential compound of their patron household were subordinate to those well-established branch households but they were more autonomous than other workers without a quarter, plot of land, wife, or all of them. Each of these status groups constantly competed to outdo its neighboring group and climb the social ladder above its own group.\footnote{Although Oom’s discussion is primarily based on studies from Shinano area, this “lineage politics” had profound implications for village governance. See Ooms, Tokugwa Village Practice, pp. 126-192. Also, Harada, Muramatsuri to za, p. 134.}
The new class of landholders used this *miyaza* as an avenue to achieve adjustments to intra-village power structure. Using their new found wealth, they purchased a participatory share in *miyaza*, or *kabu* (literally meaning, “roots of a tree”), from the traditional elite economically struggling in the face of famines, disasters, and growing market economy.\[^{430}\] The rise of *muraza* (village associations) followed the end of *miyaza* where the participation was unlocked to all (adult male) villagers. In the face of a diminishing *miyaza*-based privilege power, trustworthiness of a headman became more important than his pedigree. Especially since this change paralleled the spread of a voting system, commitment to prosocial behavior increased his chance of enjoying continued prestige.

The rise of smallholder peasants signaled the changes in ways village elite approached to preserve their social ranks: from *dominance* (the use of aggressive tactics such as manipulation, intimidation, and bullying to instill fear) to *prestige* (the demonstration of one’s competent skills and abilities, group commitment, and altruism to win respect).\[^{431}\] The need to coordinate peasants for group tasks (e.g. the *murauke* tribute payment system) in the absence of samurai intervention initially broadened space for village headmen to exercise arbitrary power during the first decades of the seventeenth century. Coercive tactics were effective on the extended families, servants, workers, and other economically dependent members of the titled peasant households. With time, however, the emancipated smallholder peasants increasingly objected to complying with the orders


of village elite through submission. Village headmen therefore joined in the creation of Bonds of Trust, adopting trust and cooperation as strategies to preserve their attained social ranks.

At the same time, village headmen increasingly shared their valuable know-how on the business of household operation by writing the maxims for the newly established households. As an expert who successfully managed his household amid general social uncertainty, the possession of “high-quality information and skills” granted headmen with prestige, deference, as well as a large following. This guided the process of emulation where the “subordinates (e.g. in this case, the smallholder peasants) shift[ed] their views and opinions closer to those of the Prestigious (e.g. the headmen)…and heed their wishes out of deference even when they do not agree with them…” Through this tract of respect, some traditional pedigreed households revived from the verge of extinction, became popular as “persuasive” leaders, and held influential roles by the consent of their fellow villagers even after their positions were no longer endowed by extramural powers (instead they were now entrusted by Bonds of Trust). As a result, the village as a whole acquired an overall propensity for cooperative behavior.

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432 Recall Kauchiya Kasei’s maxim from Chapter Two.
433 Cheng and Tracy et al., “Two Ways to the Top,” pp. 106-107. In their article, they distinguish Dominance from power and Prestige from status. On power they write: “…power inequalities are primarily found in groups with institutionalized hierarchies and formally appointed leaders or power holders…” whose “externally endowed positions...allow one to determine rewards and punishments for others.”

Although the conventional theorization of power may be accurate for circumstances prior to the emergence of smallholder peasant class/Bonds of Trust, the Dominance strategy offers a better explanation for hierarchical differentiation observed once the smallholder peasants established fully autonomous households. In the context where all households “share a similar degree of control over critical resources (in this case, trust as one that is critically required to sustain households),” even the smallholder peasants could theoretically take up Dominance tactic for rank attainment though it did not necessarily lead to power. Furthermore, they prefer Prestige to status because the latter is often confounded with Dominance. They make clear that Dominance and Prestige are “separate constructs.”

434 Ibid., pp. 105-106. Sentences in parentheses by Orihara.
436 Joseph Henrich, Maciej Chudek and Robert Boyd, “The Big Man Mechanism: how prestige fosters cooperation and creates prosocial leaders,” Philosophical Transactions Royal Society B, 370 (2015): 1-13. This article demonstrates that an existence of prestigious leaders alone can transmit the effects of prestige to their followers and promote cooperative societies even when they do not play active roles as group coordinators, punishers, and monitors in one-shot encounters.
Beginning around the mid-eighteenth century, however, the members of traditional pedigreed households became increasingly reluctant to serve in the positions of headmen, elders, and others. Consequently, Bonds of Trust were elaborated to warrant that these local leaders would be immune from potential denigration, obstructions, and other forms of disobedience by their fellow villagers. For example, in 1798, the headman Kiyozemon and the five-men group members from Shimohōya in Musashi province agreed to the terms they proposed upon the renewal of his appointment. Like many documents before this, contained herein was a promise that all villagers would reciprocate cooperation in order to ensure the efficiency of the headman’s work:  

…Please serve the post appointed to you as before. That being the case, you can collect taxes from each of us according to the deadline specified on the tax notice. If anyone is late with his payment, the members of the kumi association will make sure that it is paid. If you would agree [to serve the post], our households will perpetuate and the entire village will relish the order and stability. We hereby present this promise.

A year before this Bond was produced, the headman submitted an official letter of resignation to the intendant’s office stating that he had a responsibility to look after his fifteen-year-old son and nine-year-old daughter after the recent deaths of the other adult members of the family.  

Insisting that there was no ideal successor to the office, however, the five-men groups successfully changed Kiyozemon’s mind by giving the promise of reciprocity above.  

Almost fifty years later, Shimohōya villagers needed to promise more than reciprocity to elicit agreement from their headman. In 1842, another Bond was once again drafted to renew the
group’s allegiance to Kiyozameon, perhaps the son or grandson who succeeded the house-name upon the death or retirement of his predecessor. This time, the members of the entire village, including women, promised two things: first, they promised to assist in his administrative job as the headman; and second, they promised to cooperate in ways that his household could perpetuate in the flux of social uncertainty.\textsuperscript{439}

Item: We are grateful for the service of your house as you have served the position of the headman over several generations. No matter what happens, the entire class of smallholder peasants will make sure that your house as well as your job as the headman will perpetuate by providing you with compensation. We hereby present to you this deed containing all of our signatures. There is no falsehood in our statements.

Without such a promise authenticated by Bonds of Trust, village leaders were no longer willing to make sacrifices for the group. In fact, in the very same year, the members of Kobata village in Awa province, not too far from Shimohōya, similarly experienced a great deal of trouble finding an assistant position to the headman called \textit{hyakushōdai}. After a few negotiations, the new assistant reluctantly agreed to take up the responsibility after the group of smallholder peasants promised that they would not inflict any burdens:\textsuperscript{440}

…Even if any mistakes were found in the calculations done in the past year, we will promise not to inflict any burden on you. Though the job [of \textit{hyakushōdai}] may cause nuisance, we implore you to sign the agreement [and serve as \textit{hyakushōdai}]…Even if someone fails to exercise moderation and tempt the others with illegal activities in the future, we promise we will never take part in those [activities]. Such being the case, all of the smallholder peasants will prorate necessary expenses

\textsuperscript{439} Ibid., p. 245.
among us and present the money to you whenever you need it for any future tasks dealing with village administration including trips to Edo and elsewhere.

During the period of fifty years, villagers in Kanto region made strenuous efforts to persuade individuals to serve in the positions of village leadership. An additional strategy to entice the individual’s cooperation was the use of stipendiary amount as shown in the example from 1807, composed by Nishibukuro village:441

On the Note of Agreement Being Placed (1807)

Item: Upon the passing of your father, the members of the entire village gathered to consult together on the matter concerning the candidacy for the next headman. Since there is no one else [but you] who can fulfill the duty of the headman, all of us unanimously place our trust in you to serve that role. You have declined [our request] because you are unmarried. When we once again explained the fact that your family has served this position over many generations since the early years of this village, you have agreed to accept the service and we are very grateful.

Such being the case, please handle the various tasks related to this position and [the payment of] rice tax according to the conventional ways, during which no one will voice any objections to you. Needless to say, we will pay you 38.3167 koku as the stipend according to the conventional arrangements. This stipend is set apart from the money appropriated for labor and horse costs owed as sukegō services to Sōka post station as well as for the other village expenditures.

All of the village members ranging from large to small-income farmers including mizunomi (water-drinking, petty) peasants shall present to you this Note of Trust.

In yet another instance, promises outlined in one Bond spanned five long articles, declaring that all villagers would engage in behaviors beneficial to the headman, including: paying tribute on time; deferring to the bakufu codes of law; refraining from gambling and from hosting the session in one’s home; treating the samurai visitors with propriety; refraining from lodging a stranger; and refraining from filing a complaint to the bakufu without any consultations with

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village leaders.\textsuperscript{442} The kind of meticulousness observed here was not prominent prior to the mid-eighteenth century when serving in the positions of headmen and others was prestigious.

Prior to the creation of the above Bonds between Kansei and Tenpō periods, the Tenmei Famine (1782-1788) caused rice prices to soar and begot severe impacts on villages near Edo, instigating impoverished peasants to organize a series of violent attacks against rice traders, usurers, and wealthy farmers during the 1780s. Matsudaira Sadanobu (1758-1829), the bakufu’s new state elder, implemented radical agricultural reforms to stabilize the foundation of Tokugawa economic order; however, within a decade after its implementation peasants once again suffered from serious economic repercussions when the rice prices plummeted. Struck by the instability of market change, both the economic uncertainty and the uncompromising smallholder peasants combined to pose serious challenges for anyone who tried to manage village accounts, while there was an increased need for individuals to take charge of litigations on behalf of the entire village in the face of ensuing economic struggles. Under these circumstances, the headmen’s dilemmas were minimized by spelling out behaviors that constitute norms of reciprocity. In contexts where neither reciprocity nor the threat of divine agent was sufficient, however, villagers began to explore new mechanisms for sustaining large-scale cooperation.

\textbf{Foundations of Large-Scale Cooperation}

The mid-eighteenth century brought three watersheds. First, Bonds of Trust became perfected in this period: they were explicitly referred to in their texts as \textit{tanomi shōmon} (Bonds of

Trust), tanomi issatsu (A Note of Trust), tanomisho (Statement of Trust), or the like. Second, a considerable number of Bonds produced after this period largely came from what is later referred to as bakufu lands (goryōjo, goryō, or tenryō) in Kanto region. And finally, the participation in Bonds grew from a small assembly of several villagers in a single village (e.g. Hashiramoto village) or a group equivalent to the whole village (e.g. Shimohatsuda village), to a broad network of inter-village organizations linked through a common corvée labor (e.g. sukegō or “assisting villages”), an extensive irrigation system, supra-village commercial activities, region-wide petitionary movements, large-scale ikki uprisings, or other horizontal structures resulting from social, political, and economic patterns relevant to those bakufu lands in Kanto. The documents increasingly accommodated a new type of demands by groups who requested a skilled yet unfamiliar stranger to represent the collective interests of the league. As a result, the villagers engaged in cooperation beyond the local circle of close mates and reciprocity-based relationships.

In situations devoid of the mechanisms of reputation and reciprocity, a tutelary deity was no longer effective as a mechanism for sustaining large-scale cooperation. During the occasions of regionwide uprisings, for instance, a tutelary deity had a limited power beyond the confine of its own village. Evidences show that even when an alliance of villages invented such a unifying god as the “God of World Rectification” (yonaoshi daimyōjin) to reinforce large-scale cooperation, the resultant uprisings easily deteriorated into sheer disorder and violence due to the sudden invasion of the outside groups whose behaviors did not accord with village norms, known as “untrustworthy scoundrels” (burai) and “bandits” (akuto).443

The historical absence of millenarian traditions has long puzzled historians working on Tokugawa mass protests and violent uprisings. While Marxist historians have lauded it as signs of secularization and rationalization, the popular historian Yasumaru Yoshio identified religion as the necessary device for teaching the peasants the exact ways in which to overcome the basis of the feudalist state that segmented people through rigid hierarchical status order. He therefore broadly attributed the root problem to the cultural constraint of peasants, which inhibited them from elevating their folk beliefs to doctrines comparable to those of world religions that are “cosmologically mature” enough to transform reformative spirits into a revolution.444

In my view, the lack of millenarianism was specifically caused by the allotment of specialized functions to kami and buddhas. Because the tutelary deity was well-established as a mechanism for sustaining in-group cooperation as a result of this historical process, other deities could not desert their own assigned roles, infringe his place as the perfect watcher, and throw people’s imagination of orderly cosmological universe into disarray.

In the absence of the fruits of intimate interactions, how did people then base their decisions and cope with serious social dilemmas? A plausible solution to this puzzle is consistent with an answer to the following question: why did Bonds prosper and proliferate in the bakufu lands of Kanto during the mid-eighteenth century, not Kinai region where they first originated?

Parceled off to the shogun’s direct vassals, the bakufu lands were administratively fragmented, requiring frequent and diligent bakufu interventions.445 By the mid-Tokugawa period, however, the villages located in these lands formed self-functioning inter-village networks in order to take charge of a variety of region-wide problems and interests conditioning their lives. Among those problems of supra-village activities, the two main catalysts that primarily triggered the

444 Yasumaru Yoshio, Nihon no kindaika to minshū shisō (Tokyo: Heibonsha, 1999), pp. 143-149 and 155.
diffusion of trust norms were the expansion of market growth and special corvée service the Kanto villagers shouldered directly for the shogun in Edo. First, the growth of market exchange in this region created a strong incentive for villagers to honor trust, fairness, and cooperation as a way to improve the efficiency of infrequent transactions with distant, anonymous others. A group of associates engaged in commercial exchanges upheld these norms, devised an effective collegial system to mete out rewards and punishments, and protected the group interests against the threat of both defectors and outsiders. Strategies of successful groups who achieved high levels of cooperation tended to generate more profits than the others, thereby becoming a model for emulation by less cooperative groups.

Second, the Kanto villagers who came in close contact with the shogun and dominant samurai elite through the special corvée service they owed to them increasingly replicated the mannerisms, behavioral patterns, and values characterizing the samurai culture of trust. Although political incompetence and economically parasitic existence of the samurai elite became increasingly obvious against the backdrop of thriving commercial activities in Tokugawa society, the commoners emulated prestige, social influence, and trust norms upheld by these elite in a phenomenon known as the samuraization. In Kanto, the diffusion of Bonds was thus facilitated by these concurring social events of market growth and samuraization—trust transmitted horizontally from one successful cooperative model to a less cooperative one, as well as vertically through the active social exchange between the commoners and the samurai elite.446

446 Researchers working on the puzzle of large-scale cooperation propose that intergroup competition may have influenced humans to favor the diffusion of certain norms and institutions more than others, in order to sustain mutually beneficial transactions in large societies. According to this theory of cultural group selection, those who live in less cooperative groups adopt decisions and strategies from groups who have arrived at stable cooperative equilibria, thereby leading to the flow of norms, practices, and institutions that support cooperation in societies at large. Joseph Henrich, “Cooperation, Punishment, and the Evolution of Human Institutions,” Science: New Series 312, no. 5770 (April 2006): 60-61.
Taken these into account, I explore three plausible mechanisms that sustained large-scale cooperation under increased impersonal interactions: 1) monetary rewards; 2) the fields of trust; and 3) the role of the public authority as a supreme punisher and the ultimate embodiment of trust. These mechanisms did not hinge on the beliefs in supernatural punishments but provided new basis of contract enforcement within broad associations of anonymous and distant others.

**Bonds of Trust as a Secular Institution for Reward**

By the beginning of the nineteenth century, the Kanto region dominated the others in terms of the number of Bonds produced. With this transition the documents flourished as a secular institution for meting out compensation and monetary rewards. As the following graph shows (and as discussed in Ch.3), three components of *tanomi shōmon* which played important role on the growth of cooperation among the trustees included: 1) verbal affirmation; 2) compensation; and 3) monetary rewards. The last two rose to prominence in parallel with an increase in the activities of Kanto villagers engaging in common *sukegō* or “assisting villages” labor burdens, supra-village market exchanges, region-wide petitionary movements, and large-scale *ikki* uprisings (e.g. Tenpō-period urban unrest). As evidenced by the short longevity of verbal affirmation, the benefits of reciprocity-based relationships and reputational systems no longer served as effective deterrents to short-run self-interests.
Figure 4.1. Three Components of *tanomi shōmon* (Kanto Region)*\(^{447}\)
*I collected the documents only up to 1872.

The use of verbal affirmation was common in Bonds especially during the early Tokugawa period. As mentioned in the previous chapter, promised immunities from any hardships (*kurō*, or sometimes, *nangi*), ill feelings (*urami*), nuisance (*meiwaku*), or accusations (*igi*) elicited cooperation from the trustees. To add another example, one Bond from 1717 concluded with the following statement.*\(^{448}\)

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*\(^{447}\) The graph reflects some Bonds containing more than one incentive per Bond.

*\(^{448}\) “Memorandum ([覚; 1717])” in *Tokugawa sonshi shiryō* 4(4), ed. Tokigawa sonshi hensan iinkai (Tokigawamura,
...While we place our trust in skilled men such as yourselves, we promise not to inflict any hardships on you no matter what happens during your trip. We hereby present to you this document.

When the confidence of villagers was bolstered by a substantial stock of trust, such simple words of affirmation were sufficient to foster cooperation. Towards the late Tokugawa era, however, they were used only in combination with the other two tactics.

From the Bunka era (1804-1817), a large portion of Bonds began to use the provision of compensation as an incentive for cooperation. More than thirty percent of them (thirty-three in all regions and thirty-two in Kanto) specified the exact ways in which the financial responsibilities would be shouldered and divided among the trustees in order to dispense the trustees from any financial liabilities that might accrue as a result of subsequent legal actions and services. The following Bond, for example, promised that all expenses would be prorated equally among a group of participating villages according to their respective taka holdings. To further entice the trustees for cooperation, the trusters also promised to take over their farming duties during their absence from the villages:

Even if our wish does not come true, we will not impose any hardships on the elders and representatives. You can notify the amount of needed expenses after having the calculation done according to the respective taka holdings of each village. [While you are away to file litigations] we will follow the instructions of the heads of five-man groups (kumigashira) and offer our assistance to keep your farming duties going. We hereby present to you this document containing the signatures of village representatives.  

It must be noted, however, that not all Bonds were designed to entice the trustees’ cooperation. Some were produced by the request of the trustees themselves because the documents safeguarded them from legal responsibilities as well as financial ones. For instance, a Bond from Hitachi province in the late seventeenth century was revised to include verbal affirmation, words that rid the trustees of legal responsibilities, just before the trustee faced the bakufu’s investigations. Only with the promises of these kinds, the trustees were motivated to take risks and work for public good wholeheartedly:

On the Letter of Trust (1824)

...Since we place our trust in you as you depart for Edo [to file our complaints], we promise not to hold any grudge against you even if our wishes do not come true. We will provide you with the money necessary to cover the expenses whenever you need it and do so without any mistakes. Such being the case, please serve your duty wholeheartedly without any hesitation. We hereby present to you this Letter of Trust containing our signatures for your proof in the future.

In the late Tokugawa period, the temptations of monetary rewards played essential role as a strategy to entice individuals to engage in prosocial behavior. In Kanto region, more than fifteen percent of Bonds contained the provision of monetary rewards in forms of stipends, gratuities, or other miscellaneous expenses calculated per diem. The following are two examples from 1816 and 1819 in Musashi province:

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On the Note of Settled Agreement (1816)

Item: Awasu village sued our village due to the ongoing territorial disputes over hantakaba (parcels of land that became subject to no or low tax due to poor soil quality). After those of us whose names appear on the left consulted and deliberated together, we have decided to place our trust in you as our respondent-representatives.

Such being the case, we will pay 2 monme and 200 mon of silver per person per day so that you can fulfill your tasks in Edo. We will also have one of us look after your farms, rotate the duty every day, and maintain them free of any problems. And no matter how much money it costs and no matter how you decide to spend it, we will not voice any objections since you are our representatives. We hereby present to you this Note of Trust.

On the Note of Stating Trust (1819)

Item: We will trust you to serve the position of league representative (furetsugi) for the thirteen villages encompassed in Hachijō over the span of two years beginning in the first month of the coming year of dragon and ending in the twelfth month of the year of snake. Such being the case, we will specify our agreements at once as shown [below].

We will provide you with 300 mon of copper coins per 100 koku of landholding as stipends, 100 mon of copper coins per 100 koku of landholding for any miscellaneous expenses, and 50 mon of copper coins per 100 koku of landholding for the matters concerning Noborito village, Gamō village, and Kawarazone village. For any other expenses resulting from these tasks, we will prorate them among us accordingly.

We ask you to fulfill your service as stipulated herein. We hereby present to you this Note of Trust for your record.

Overall, more than half of Bonds (fifty-three percent in all regions, fifty-six in Kanto alone) used at least one or a combination of these three strategies as incentives for cooperation. This is a striking contrast from other mechanisms used for the purpose of contract enforcement: the power of divine agent (6 out of 681 overall); institution of fines and penalties (4); and karakasa renban or kasa renpan (8), a common strategy used by peasant rebels to express group horizontality by subscribing their names in a round circle. Such temptations of monetary rewards served as one mechanism for sustaining large-scale cooperation under increased impersonal interactions.
The fair distribution of costs expounded in Bonds exhibit the appearance of both equality and uniformity of the group. The majority of Bonds, however, reveals a multiplicity of power positions that conditioned the participating agents. On one level, there were hierarchical power positions between the trustees, who typically came from pedigreed households, and the trusters, who were usually a group of underprivileged smallholder peasants. On another level, each individual peasant household engaged in a power struggle against the other. The following examination on *Fields of Trust*, which discloses a synthesis between these competitions among each participant and collaborative aspirations of all participating members of Bonds, presents the deeper mechanism behind the large-scale cooperation.

**Fields of Trust**

An overarching logic that held the competing individuals together for collaboration was provided by a need to defend their defined territory against the threat of outsiders who infringe on their shared access to valued resource. A territorial dispute between two competing groups in a single village called Kanaya in Kazusa province illuminates that the unifying principle behind their respective group cohesion was not founded on the basis of village.

In Kanaya village, groups of farmers (*jikata*) and fishermen (*hamagata*), equivalent in size, lived in distant residential clusters, were patrons of different head temples, and paid their tribute separately to their own headmen. Conventionally, both groups complied with the rules established to respect their borders. Although fisheries and farming grounds were monopolized by the
respective group, the farmers were permitted to collect waterweed for fertilizers while their mountains and other spaces were made available for drying fishing nets and collecting fallen leaves.

In 1831, the farmers infringed on these rules by secretly selling seaweed and fish to the retailers in Edo. They justified this action as a measure against bad crops and enclosed the mountains in retaliation for the resistance by the fishermen. In the appeals submitted to the intendant’s office, both sides refused to authorize each other’s access to their own resource until the dispute was settled by reinstating the conventional rules. In the course of this dispute, the fishermen produced a Bond of Trust to deploy their village leaders for a legal action against the farmers. As evident in this document, the outside threat against their access rights to valued resource provided a powerful motive for forging strong group solidarity.454

On the Note Being Placed (1831)

Item: We (fishermen) have been collecting fallen leaves and drying our fishing nets within the bounds managed by the farmers. However, both of these sites were enclosed by them, and that [enclosure] is gravely impacting our business operation.

We therefore place our trust in your role as village officials. We implore that you visit the intendant’s office and seek help [on our behalf]. All smallholder peasants (fishermen) will provide you with any travel and other expenses resulting from our request. If we (fisherman and farmers) get into a fight even though it is prohibited and are condemned for the illegal action, we will not speak ill of both the village officials and the representatives.

We hereby present this Note of Record containing the signatures of all smallholder peasants (fishermen).

Under the surface of the apparent cooperative alliance of these fishermen, however, the structure of Bonds highlighted existing dominant and subordinate social positions between the trusters and the trustees. Just as the groups of farmers and fishermen competed against one another

over their access to valued resource, the internal power relationships between these two positions were also determined by the structure of the allocation of those resource within their own group. Because a participant often pitted himself against the others to usurp advantages over the valued resource, Bonds of Trust signified an autonomous arena of competition and struggle, or a field. The field was preserved by its own autonomous rules and orienting mechanism, and it was within this structured space that tanomi served as a medium of social transactions among the established participants and functioned to defend these participants against the invasion of new entrants. As odd as it may sound, the very competitive nature of the field created the powerful incentive for cooperation.

Susceptible to the punishments of tutelary deities were members of the same socio-religious community who had the sustenance of collective existence as a shared long-term goal. In contrast, the perimeter of what I call the Field of Trust was flexible, fluid, and contingent on its internal composition and intimacy. Whether it was a broad network of inter-village organizations linked through a common corvée labor, an extensive irrigation system, supra-village commercial activities, region-wide legal movements, or large-scale uprisings, the overall group cohesion was created and maintained under the common pursuit of trust.

Bourdieu’s concept has drawn a considerable amount of scholarly interest from Japanese historians concerned with where Bourdieusian fields were, how they functioned in the realm of Tokugawa society, and what it ultimately meant for its status system, or mibunsei. According to their conclusions Tokugawa society was characterized by a multiplicity of overlapping force fields, or ba ("space where something happens"), wherein power relations among the actors controlling different types of capital buttressed the formation of status order. Challenging the predominant view that one’s status was prescribed by the dominant class, they identified a wide array of fields
as sites of status production where aspirations to defend monopoly rights over specific objects of struggle reinforced formation of respective status groups. The sites examined and discussed included: markets (ichiba); locations of dominant business establishments (uriba) and their institutionalized clientele (dannaba); the territories of kawata and hinin outcastes (shokuba and kanjinba); a parish of itinerant oshi monks (dannaba); and a training base of shugen practitioners (kasumi).\footnote{These fields have been either mentioned or examined in: Takagi Shōsaku, \textit{Nihon kinsei kokkashi no kenkyū} (Tokyo: Iwanami shoten, 1990); Tsukada Takashi, “Shakai shūdan o megutte,” in \textit{Tenbō Nihon rekishi 15: kinsei shakai}, ed. Yabuta Yutaka and Fukaya Katsumi (Tokyo: Tokyodōshuppan, 2004); and Yoshida Nobuyuki, \textit{Kyodai jōkamachi Edo no bunsetsu kōzō} (Tokyo: Yamakawa shuppansha, 1999).} Goza similarly maintained that ikki was a structured arena of collaboration among individualistic samurai (“ikki no ba”).\footnote{Goza Yūichi, \textit{Ikki no genri} (Tokyo: Chikuma shobō, 2015), pp. 190-193.}

One of the leading scholars on this subject, Tsukada Takashi, for example, examined exchange relations between kawata and peasants to illuminate properties characteristic of fields in the Tokugawa society. During the Tokugawa period, the residences of kawata population (kawata villages) and those of tax-paying peasants were geographically located in close proximity. Although the two were grasped as one administrative unit by the ruling authorities, their status divisions were explicitly expressed in the limitations of such social practices as intermarriage. A structured space in which they were permitted to cross the spatial and hierarchical segmentation was shokuba in the outskirt of each peasant village, where kawata visited to collect animal carcasses for leather tanning and production. Since the villages each kawata visited were assigned to him by the pre-arrangements made within his native group, the two were bound together by an exclusive relationship, which was protected against the outsiders with their own rules and agreements. The peasants were not allowed to request the duties to another kawata at their free will, while it was also a great offense for any kawata to encroach on others’ shokuba.
Although each *kawata* and the assigned peasant villages were bound by a contract, the two did not understand their relationship as a horizontal alliance between the agents of equal power. As Tsukada argued, their exchange relation exhibited properties characteristic of force fields, wherein their relative positions in social hierarchies were realized and reinforced by the occasions of interpersonal, face-to-face interactions. He analyzed *shokuba* as the site of struggle over animal carcasses where dominant and subordinate positions of the two were defined by the structure of the circulation of those valued resources. Emphasizing the importance to adopt a (Bourdieuian) relational approach to understand the Tokugawa status order, Tsukada and others ultimately suggested that there were as many status groups as there were objects of struggle in the Tokugawa society. In other words, members of a particular Tokugawa field formed a class based on shared interests and their collective efforts for social distinction served as a bottom-up initiative for the Tokugawa status formation.

In contrast to the Bourdieusian field, however, the Tokugawa social field was distinctive in that the very object of struggle often meant monopoly control over the territory which the field participants inhabited, created, and shared. The field struggle among *kawata* over their assigned territories is an example of this particular characteristic of the Tokugawa field, but nothing is more revealing than Edo merchants’ fierce competition over the acquisition of sales outlets (*uriba*). To demonstrate the importance of *ba* as a stake of struggle itself Yoshida Nobuyuki’s research deserves a lengthy discussion here.

Among most of the merchant families seeking to perpetuate their collective existence were those who had relative control over the possession of a semi-permanent concession in urban center (*omotedana*; literally, a ‘street-facing store’). Unlike the occupants of backstreet shacks

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(uradana) who made daily wage as street peddlers, petty artisans, and day laborers, many of them were either: 1) property owners (jigari), who owned the superstructure but paid a fixed rent to the landholders called jinushi; or 2) tenants (tanagari), who owed rent to both property and land owners. Although these tanagari and the backstreet residents (who were also identified by that name) equally owned neither property nor land, the former was distinguished from the latter by their possession of tenurial rights over the more salable, commercially expedient location. While absconding was rampant in the backstreet, movement was far less prominent among the operators of these ‘street-facing stores’, and their semi-permanent status in the neighborhood permitted them to form a tight bond as comrades (chō nakama) and commit to long-term arrangements that helped maintain order and solidarity of the group.458

Underlying the town administration that was managed in collegial manner, however, was a struggle over interests in competitive hierarchies of domination. As population registers indicate, a high proportion of its neighborhood members in merchant districts (chō)459 during the Tokugawa period operated businesses dealing with the same commodities.460 Since many of their ‘street-facing stores’ were modestly sized with a limited number of servants, their semi-permanent tie to land exposed them to a challenge that required to increase their dependence on peddlers and vendors in order to reach out to more customers both inside and outside of the town. Subsequently,

458 Yoshida Nobuyuki, Kyodai jōkamachi Edo no bunsetsu kōzō (Tokyo: Yamakawa shuppansha, 1999), pp. 61-64.
459 Note that chō was different from machi (‘town’ in the modern sense of the term) despite the same kanji inscription. During the Tokugawa period, a town was made up of several chō, which then became subject to the supervision of town magistrates and heads, namely machi bugyō and machi doshiyori, respectively. Asao Naohiro, “Sōson kara chō e,” in Nihon no shakaishū 6: shakaiteki shoshūdan, ed. Asao et al (Tokyo: Iwanami shoten, 1988), p. 324. Also, Yoshida, Kyodai jōkamachi Edo no bunsetsu kōzō, pp. 29-30 and 113-114.
460 Debates exist as to whether this phenomenon was state-led or self-imposed. According to Yoshida Nobuyuki, merchants in the famous silver mining towns of Akita domain were restricted by the domain policy to deal exclusively with certain commodities and do so within the bounds of their respective town. This imposition was originally intended to ensure the protection of their businesses and minimize financial unevenness between towns after grievances were voiced from one of them. Similarly, Asao Naohiro finds two types of developmental processes for the early modern towns: one that was formed as a result of state policies, and the other, more common type, that derived from the formation of markets. Yoshida, ibid., pp. 41-44 and Asao, ibid., pp. 340-352.
the nearby backstreet residences came to be inhabited by those who monopolized the exclusive rights to distribute the wholesaled goods from the retail stores under contract. These rights became the important asset that many of the urban transients competed to maintain in order to decrease the uncertainty of their lives.⁴⁶¹

Many of the merchant households therefore recognized the contractual relationships with these men—more importantly the specific territories where the distributors performed tasks on their behalf—as the stakes of field struggle that are worth pursuing and preserving. Although the town administration employed a range of collegial rules to ensure fair allocation of these valued resources and restrict self-interested pursuit, many of the households sought opportunities to seize the advantages.⁴⁶²

For example, one of the lively sites of mercantile activities in Edo were the first and second wards of Honchō in Nihonbashi where the conglomerate of textile wholesale merchants devised sophisticated measures to keep their business operation protected and prosperous. By the Kyōhō period (1716-1735), these wards had roughly 80 stores on the streets, of which more than half were dry-goods stores specializing in kimono fabric, a commodity that grew in demand as it became legally accessible to non-samurai classes in the late seventeenth century.⁴⁶³ When Mitsui Takatoshi first opened his stores in this district in 1673 and 1676, he relied heavily on peddlers to distribute the commodities for consumption. The town administration had imposed a system of auction to control the trade license with them, while the peddlers themselves struggled for the participatory rights in auctions in exchange for the territorial rights they claimed over crossroads, alleys,

⁴⁶¹ Yoshida, ibid., pp. 41-51.
riverbanks, bridges, and other public spaces where they performed solicitation under the
authorization of their own internal mechanism.  

Nevertheless, Mitsui’s dramatic growth over the following decade derived from innovative
business tactics, which infringed upon the collegial rules of chō administration: they monopolized
the employment of the peddlers and cultivated new markets for commodity production, circulation,
and distribution. As a result, they grew from a small family-run business into a large business
establishment called ōdana (literally, ‘large store’) that owned both landed property and business-
residential compound measuring at least a few ken (roughly 1.8 m) in width. As a landowner,
Mitsui became officially recognized, full-fledged member of town who paid their dues to an
overlord, covered their share of expenses for the town administration, and exercised strong
authority over the neighborhood politics. Even though the opposition from the peers eventually
forced Mitsui to relocate to Surugachō, they continued to exercise dominant power against the
challengers attempting to redress the unequal distribution of these forms of capital.

While the majority of landowning merchant households were absentee owners, Mitsui also
stood out by taking a proactive role in operating the business as well as the extended household
(iemochi or itsuki jinushi). Encircling their establishment were a great number of auxiliary
organizations that supported its dry-goods store and money exchange business: more than six
hundred shop and kitchen servants who were hierarchically posted according to their years of
experience; as many as four hundred artisan households that purveyed floss silk; more than one
thousand households that rented Mitsui properties as tenants; at least two hundred households of

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464 Yoshida, Kyodai jōkamachi Edo no bunsetsu kōzō, pp. 64-70.
465 Ibid., pp. 70-74.
466 Ibid., pp. 20-31. For other works detailing the difference between merchants (shōnin) and townspeople (chōnin),
see “Chūsei shōnin no kinseika to toshi,” in Nihon toshishi nyūmon 3: hito, ed. Takahashi Yasuo and Yoshida
Nobuyuki (Tokyo: Tokyo daigaku shuppankai, 1990),19-36 and Tsukada Takashi, Kinsei mibunsei to shūen shakai
(Tokyo: Tokyo daigaku shuppankai, 1997).
urban poor who were hired as day laborers; and at least one hundred vendors, artisans, and others who delivered a range of goods and services to replenish the shop and kitchen supplies.\textsuperscript{468}

These agents were all bound by contract under the direction of Mitsui, and their interconnectedness structured a new autonomous arena of struggle that was governed by its own internal orienting principles and mechanism. For example, the hundreds of indentured shop and kitchen servants (hōkōnin) migrated from the countryside were initiated into the contractual relationship through referees, indoctrinated with the Mitsui house codes since their employment as young children, and motivated to compete for promotion under the adoption of reward and penal systems.\textsuperscript{469}

As a result, the group altogether held some degree of independence from the external world: the agreement of rules interlocked the established actors while they excluded, from a range of territorial rights and advantages, any outsiders attempting to enter these field competitions as new arrivals.\textsuperscript{470} In such a bounded, autonomous arena of struggle, trust and credible reputation helped with the promotion, becoming an essential social capital for one’s personal ascendency, and ultimately for Mitsui to prosper as a corporate body.

\textsuperscript{468} Yoshida Nobuyuki, “Segyō to sonohikasegi no mono,” in Tenpōki no jinmin tōsō to shakai henkaku 1, ed. Hyakushō ikki kenkyūkai (Tokyo: Azekura shobō, 1980), 327-328, pp. 327-328. Also, Yoshida, Kyodai jōkamachi Edo no bunsetsu kōzō, pp. 22-23 and 114.

\textsuperscript{469} Nishizaka Yasushi, Mitsui Echigoya hōkōnin no kenkyū (Tokyo: Tokyo daigaku shuppankai, 2006), pp. 58-61 and Chapter 3.

\textsuperscript{470} The tendency was also prominent for agents in markets (ichiba), which were another example of fields that pitted landowning wholesale merchants (toiya) against landless brokers (nakagai) and retailers (kouri). Their power relations were set by the struggle for control over commercial properties, access to consigners, or the combination of both. Susceptible to these disadvantages were farming families who began to market their cash crops and agricultural by-employment in order to supplement farm income. Conflicts often deteriorated into violent assaults and pillage of one’s commercial goods, stock-in-trade, funds, and workers. For markets as fields, see Yoshida, Kyodai jōkamachi Edo no bunsetsu kōzō, pp. 184-190 and 230-233. For field conflicts between the established agents and such new arrivals as farming families, see Kanda Yutsuki, “Ameuri shōnin,” in Akinai no ba to shakai, ed. Yoshida Nobuyuki (Tokyo: Yoshikawa kōbunkan, 2000), pp. 203-233 and Sugimori Reiko, Kinsei Nihon no shōnin to toshi shakai (Tokyo: Tokyo daigaku shuppankai, 2006), pp. 34-36.
Although no merchant houses matched the level of Mitsui’s success and prosperity, Yoshida identifies at least 12,000 business establishments around Edo that exercised monopoly power over relevant types of capital and how they were to be appropriated among actors within fields, and stated that the omnipresence of *ba* was prominent as early as the late seventeenth or the early eighteenth centuries. Mitsui thus exemplified a successful model for cooperation.\(^{471}\)

Against the backdrop of market development and the accompanying role of cooperation in long-distance market exchanges, villagers facing the challenges of large-scale cooperation took Bonds of Trust to the next level: from a device for reconciling intravillage divisions to a mechanism for sustaining cooperation with distant others. The strategies of large-scale cooperation incorporated from the domain of market exchange permitted villages across a broad stretch of space to interact with one another in ways that helped them to better defend their shared resource or coordinate a region-wide project with greater efficiency. In particular, Kanto villages organized into an extensive league for *sukegō* (“assisting villages”) obligations especially valued trust norms to sustain its operation.

Much of the rural population in the bakufu lands of Kanto plain was marshaled for *sukegō*, a special corvée labor that forced them to toil for the construction of irrigation canals, the improvement of the shogun’s travel route to his ancestral shrine in Nikkō, or the maintenance of sites designated for the shogun’s falconry. Qualms about these obligations were perennial; added

\(^{471}\) Yoshida, *Kyodai jōkamachi Edo no bunsetsu kōzō*, pp. 22-23. While Yoshida uses the term *ba* (field) or *jiba* (force field), he also employs the term he coined: “a social structural unit” (*shakai tan’i kōzō*). For more on this term, see Yoshida, “Shakaiteki kenyokuron nōto,” in *Kinsei no shakaiteki kenryoku: ken’i to hegemoni*, ed. Kurushima Hiroshi and Yoshida Nobuyuki (Tokyo: Yamakawa shuppansha, 1996), pp. 3-20.

The scholarly emphasis on the centrality of *ba* in the Tokugawa society as well as the spatial orientation of Tokugawa Japanese further led to the examination on the evolution of Tokugawa castle towns in three-volume edited books. Takahashi Yasuo and Yoshida Nobuyuki, *Nihon tōshishì nyūmon 1-3* (Tokyo: Tokyo daigaku shuppankai, 1990). In his article compiled here, Yoshida detects the so-called “elements of urban-ness” (*toshisei*) in four spatially demarcated spheres of the late medieval society: warrior household estates; the peripheral spaces where their servants occupied; monastic society; and merchants’ and artisans’ *chō*. He then argues that their interdependence mutually influenced respective organizational development and gave birth to a unique zoning arrangement in Edo.
impositions to their regular tax burdens were aggravating and often incited the villagers to violent mass protests.\textsuperscript{472} To deliver on the duties with efficiency, Bonds of Trust were now elevated for deployment at region level. A case in point is a league of fifty-one villages in Musashi whose members produced several Bonds to resist the challenges resulting from their undertakings as \textit{takaba}, the grounds designated for the shogun’s falconry and training the birds of prey. Hawks were long regarded by emperors, court nobles, warlords, and Tokugawa shoguns as political symbols of power, allegiance, and benefaction.\textsuperscript{473} Although hunting was disclaimed by the fifth shogun Tsunayoshi (r. 1680-1709), Yoshimune (r. 1716-1745), the eighth shogun and an avid huntsman, restored hereditary bakufu positions in charge of securing hawks, constructed training sheds, and newly established posts responsible for overseeing the arrangements of meal services, resting spots, and policing duties during the shogun’s excursions.\textsuperscript{474}

The villages in the shogun’s hawking grounds were forced to shoulder a wide range of duties designed to ensure successful hunting. These primarily included provision of food, lodge, labor, and monetary support for the reception of shogunal troops, procurement of hawks and their feed, construction of roads and bridges, and deployment of watchmen to restrict private hawking. In order to maintain the optimal conditions for falconry, the bakufu’s arrangements even extended to the enforcement of legal measures against fishing for food, stamping out birds for crop protection, leaving dogs loose, tree trimming without permission, and many more. In 1723, the bakufu directed the institution of broad inter-village leagues beyond the zoned configuration of

\textsuperscript{472} More than twenty thousand villagers from this area stood in mass protest against the bakufu because of this corvée labor in the Tenma uprising of 1764-65.


\textsuperscript{474} Nesaki Mitsuo, \textit{Shōgun no takagari} (Tokyo: Dohseisha, 1999), pp. 82-110.
bakufu lands or on the basis of the patterns of pre-existing inter-village peasant-staffed cooperatives (kumiai) so that problems affecting Kanto region could be dealt with by each intermediary. As the conduit between villagers and the bakufu, this position of intermediary called furetsugi (or sōdai) was created and occupied by local magnates who had prior training and education essential to facilitate smooth execution.\textsuperscript{475}

The following Bond from 1744 was an agreement between a league of fifty-one villages in Musashi and their designated intermediary, the Horie family.\textsuperscript{476} To reduce inefficiency, the league members wanted to receive rations of allowance for the service rendered at a location close to their homes, Nakano village where the Hories had been serving the hereditary position of the headman. This document containing the signatures of both Horie and the league members shows that the Hories concurred with the league’s request:\textsuperscript{477}

\textbf{Submitting the Deed Containing Signatures of Villages (1744)}

\textbf{Item: Those who receive the rations of allowance for the labor service in Shogun’s hawking grounds.}

We are grateful for the annual rations of allowance granted by the public authority. Until this year, we have been picking up our rations in either Fukuro village near Iwabuchi or at locations near Hashiba and Mishuku. Since they are far and costly, our group of villages wishes to ask you to do the job of handing the money in Nakano village because the village is close and convenient for us.

As we entrust the job with you, we will pay you 22 mon of copper per 1 bushel of rice as rewards. This is still cheaper than what we have normally spent for our trips to those distant locations. We therefore wish that we can receive our rations of allowance in Nakano village.

Such being the case, we promise to go anywhere and give explanations whenever necessary if anyone voiced any objections. We hereby submit to you this Bond of Trust containing our signatures.

\textsuperscript{475} Ibid., pp. 181-218.
\textsuperscript{476} Shirakawabe also discusses the series of Bonds created for the Horie family in order to illuminate the documents’ role in regionwide, supra-village activities. See Shirakawabe, \textit{Nihon kinsei no jiritsu to rentai}, p.212-221.
\textsuperscript{477} As cited in Shirakawabe, \textit{Nihon kinsei no jiritsu to rentai}, p. 214.
Later in 1757, another Bond was produced to formally name the Horie family as the official intermediary. Following this document, the league members had the head of the family, Uemon, officially register on the bakufu records: 478

On the Bond Containing Group Signatures from Villages (1757)

Item: Our kumi association entrusts you with the position of furetsugi in charge of the Shogun’s hawking grounds in Nogata Domain.

Since the other ryō (a special administrative zone in Kanto) pays brush and ink fees [for their own furetsugi], it is right for you to inquire us about your own brush and ink fees. Our villages consulted, confirmed that we still wish to entrust the position to you, and decided that each village will contribute 3 monme of silver per 100 koku per annum as your brush and ink fees. Although we will pay the total in the seventh month of the year, we trust that you will continue to serve as our furetsugi throughout the year and over many years to come. We hereby present to you this deed containing the signatures from our villages.

According to the accounts of their family history (yuishogaki), the Hories’ ancestor was a low-ranking samurai official who ruled large lands until the family was incorporated into the rank of peasants and served the office of headman for Nakano village at the beginning of the Tokugawa period. Although the family lost elite status, their influence extended far beyond local control, playing a quasi-government role within the entire region. Because Nakano village was one of the station points positioned on Ōme Highway, the Horie family expanded their authority through involving themselves in the deployment of local residents and horses for the repair of Edo Castle, Yodo Bridge, and other bakufu-sponsored infrastructural projects, as well as the maintenance of falconry grounds for the shogun. 479

479 Shirakawabe, Nihon kinsei no jiritsu to rentai, pp. 212-213.
At first, this position of *furetsugi* was granted by the bakufu. As a result, men in this position generally “bolstered the authority of the ruling class rather than expanding rural autonomy.” Using the two Bonds of Trust above as strategies to pursue their collective interests, however, the league members achieved to get Uemon to work for them incrementally, first by offering the commission (twenty-two *mon* per one straw bag of rice) to handle their pay (The 1744 Bond), and later by paying a fixed stipend per annum (three *monme* per hundred *koku*) for his undertaking as *their own* intermediary (the appropriate translation for *furetsugi* in this context thus might be “league representative”; the 1757 Bond).

Monetary rewards played one of the important roles for Uemon’s prosocial behavior, but two other external factors potentially influenced his decision. First was the decision by the bakufu to not interfere with village affairs. As mentioned before, the bakufu lands in Kanto region were more susceptible to the bakufu’s authoritative control than others not only for their closeness to Edo but also for the reality of their internal composition. Enfeoffed to the shogun’s direct vassals, the bakufu lands were administratively fragmented and therefore required close official interventions. By the mid-Tokugawa period, however, well-established, fully-functioning inter-village networks that dealt with a variety of region-wide problems compensated for the fragmentation of control. Dependent on these peasant-run organizations to meet the specific needs of both rulers and ruled, the bakufu found it cost efficient if the members were allowed to select their own *furetsugi*.

The second factor concerned the asymmetric relation between the Horie family’s objective economic conditions and subjective social class. Disproportionate to their attained social rank, the

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481 See Chapter Two.  
482 Shirakawabe, *Nihon kinsei no jiritsu to rentai*, p. 218.
family’s economic prominence was debased by the early eighteenth century, forcing them to cede more than half of their landed property to reduce their labor burdens. Although they continued to serve in the position of the headmen for Nakano village, their powers increasingly became subject to the approval of all villagers. When Uemon later sought the approval of Nakano villagers for a raise or to allow his son to take over the position, he was requested to publicize his ledger.\footnote{Ibid., pp. 220-221.}

Without a proof to validate his truthfulness, his family was no longer able to maintain their attained social rank, namely *yuisho* (lineage or pedigree).

The element shaping Horie’s *yuisho* was the family’s prior service to the shogun as a low-ranking samurai. As a large proportion of smallholder peasants accumulated economic wealth, however, they increasingly fabricated imagined ties with the shogun so as to attain the pedigree-based power commensurate with the Horie family. The fabrication was committed through aggrandizing the special corvée labor only the villagers living in the bakufu lands could shoulder for the shogun (e.g. in this case, the maintenance of hawking grounds). Underlying the two Bonds signed between the Horie and the league members was therefore a field struggle among each individual competing to fabricate and profit from the semblance of the shogunal authority. Generated by the common struggle over a piece of the shogun’s grandeur, the autonomous field incentivized villagers to defend their collective interests against new entrants, extract benefits with great efficiency, and ultimately sustain group cohesion. To secure these long-term rewards, Bonds of Trust were used to entice the Horie family to accept the group’s criteria for ideal leadership and engage in actions beneficial to all.

This struggle over lineage was an essential element of a larger social phenomenon, which might be best expressed as the samuraization (*miagari, shibunka*).\footnote{Fukaya Katsumi, *Edo jidai no mibun ganbō: miagari to ueshita nashi* (Tokyo: Yoshikawa kobunkan, 2006), pp. 220-221.}

Aspirations for upward
mobility existed within all levels of society, including the bureaucratic world of stipendiary samurai where honor, loyalty, and trustworthiness played key roles for personal ascendancy. Through this movement by the whole society to emulate strategies of groups above oneself, trust flowed vertically from a cooperative group down to a less successful one.

Public Authority: The Ultimate Source of Trust

Yuisho was essentially a rhetorical construct primarily designed to assert a group’s established social rights and contributions against the outside pressures of competing groups or ruling authorities. One of its earliest invocations is found in the late medieval petitions by a group of casters (imoji or imonoshi) who linked their genesis to the emperor (or the shogun Yoritomo for those in Eastern Japan and Kyushu) so as to defend the monopoly of group privileges and rights against their competing groups.

To circumvent harsh exactions by their proprietary lords, the villagers of the Tokugawa period often elaborated their usefulness to the shogun in Edo, crafted an imagined tie to him, and insisted on their mutually dependent, reciprocal relation to claim a certain group privilege as state-

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4-28.


given, one that exists outside the jurisdiction of domanial power. This alleged link to the sovereign was expressed as lineage, and prominently invoked by groups controlling or inhabiting the shogun’s territorial properties, such as the maintenance sites of Tokugawa’s hawks, food, lumber, and ancestral spirits largely located in the bakufu lands. A well-documented report by Inoue Osamu, for example, focused on a movement by villagers to combat the control of their proprietors through dramatizing their responsibilities over Tokugawa’s spiritual site (reijō). Because of the severity of this movement Inoue contended that yuisho should be examined and discussed as part of the broader phenomena known as peasant ikki uprisings.488

To demonstrate how such a competition over the reins of shogunal authority held relevance for the samuraization, I focus on the movement by Hachiya villagers in the former Toyotomi-vassal territory of Mino. Their public service as the purveyors of the shogun’s dessert—dried persimmons—played a crucial diplomatic role ever since the domain was incorporated under the new Tokugawa rule following the Battle of Sekigahara in 1600.489 Self-proclaimed as the shogun’s okashiba (special confection producers), they exaggerated their public importance by crafting a discourse: that their economic privilege attached to this title was something bestowed by Ieyasu himself after he successfully seized Ishida Mitsunari’s Ōgaki Castle thanks to Hachiya’s “large persimmons (also, ōgaki).” Deploying this rhetorical weapon for resistance against the domanial order for corvée labor and other services, Hachiya villagers continued to profit from the exclusive treatment.490

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488 For more details, see Inoue Osamu, Yuishogaki to kinsei no murashakai (Tokyo: Taiga shobō, 2003), p. 5.
489 The occasions when the ordinary villagers were mobilized for the gift exchange rituals among samurai aristocrats were frequent and spread across a year. According to one data, over two hundred days in one given year were spent for gift presentation at the Edo castle. On those dates (which carefully avoided the anniversaries of the deaths of precedent shoguns or the like), the domanial appointees delivered varieties of local produce they brought from home. Ōtomo Kazuo, Nihon kinsei kokka no ken’i to girei (Tokyo: Yoshikawa kōbunkan, 1999), pp. 19-25.
490 Ibid., pp. 62-70.
In the process to seize the benefits of the shogunal authority, however, clear power distinctions were drawn between the households bolstered by a large share of responsibility in the production of dried persimmons and the others with lesser amount of control over it. As the dominant families received rewards of official privileges (e.g. name and sword bearing) for their service, they were placed under increased pressures to defend themselves against any attempt to challenge the unequal intravillage resource allocations. In 1671 alone, the domanial officials requested more than eighty thousand persimmons for a wider distribution among the samurai aristocrats. To keep up with such a growing demand, Hachiya village mustered additional resource from sixteen neighboring villages and established directorial offices that were monopolized by a few men selected from the small circle of the village elite. 491

Once the bakufu’s fiscal problem brought the demand for persimmons to a standstill in the early eighteenth century, however, a class of smallholder peasants seized the opportunity to diminish the elite power by trying to rid them of their administrative assistants—an asset that conventionally enhanced the elite power. In response to this pressure the Hachiya leaders produced a narrative (yuishogaki) explaining the authenticity of their pedigree-based power using the following assertion: that the very men who offered those large persimmons to Ieyasu a century ago were their own ancestors. It was an attempt made by the village elite to rewrite the discourse from one belonging to village (“mura no yuisho”) to one of their own (“ie no yuisho”). 492 The competition between these two brands of discourse was predominant in the Tokugawa society. 493

While the elite deployed their traditional pedigree-based power for resistance against those devoid

491 Ibid., pp. 50-58.
493 Other examples include the purveyors of chestnuts and lumber for the bakufu. The pedigreed households who traditionally exercised greater control over these produce were similarly subsumed under the logic of public good (“mura no yuisho”) asserted by the group. See Otomo, Nihon kinsei kokka no ken’i to girei, pp. 129-200 and Hayata Tabito, “Ie no yuisho, mura no yuisho,” pp. 130-131.
of one, the ordinary peasants devised the logic of public good to usurp advantages for themselves. Despite their effort, the Hachiya leaders were eventually forced to cede some degree of control to the group of smallholder peasants.\textsuperscript{494}

The competition over the control of narrative pertaining to an alleged link to the shogun embodied powerful aspirations for upward social mobility. Individual peasant seeking to outdo his peers and infiltrate into the monopolies of elite power emulated strategies of groups above oneself. The fundamental motivation for emulation (and the significance of trust as social capital) essentially hinged on a belief that the public authority embodied the ultimate source of trust (jinsei or benevolent rule), leading trust to diffuse vertically. The sense for an intricate relation between trust and social capital was especially strong in bakufu lands where the peasants were particularly cognizant of their place as loyal subjects. Evident in a Bond of Trust produced by the members of Imazato village in Izumi, a former bakufu land, the public authority played a central role as the ultimate mechanism for sustaining cooperation. When floods swamped their farms, the villagers urged their leaders into collective action through insisting that they could no longer perform their public duty as peasants without the wisdom of the public authority:\textsuperscript{495}

\begin{quote}
On the Note Stating Trust (1838)

Item: Our village measuring 526,267 koku of landholdings had been a bakufu land over the years. Under the auspices of the grace of the public authority, we have long sustained our jobs as peasants.

But in Bunsei 14, after we were absorbed under the control of the local proprietor, we have become the peasants belonging to private lands….

…If you could travel to Edo and turn our land back to bakufu land with the wisdom of the public authority, we would be relieved from this hardship and be able to pay tax every year.

We wish to be blessed with the grace entitled to bakufu lands as before. We place our trust in you to make the arrangements accordingly.
\end{quote}

\textsuperscript{494} Ōtomo, \textit{Nihon kinsei kokka no ken‘i to girei}, pp. 70-82.
From the viewpoints of these peasants in Izumi, crucial to their sustenance and survival were bakufu’s ability to demonstrate themselves as the ultimate source of trust, and the peasants understood this in terms of benevolent rule. Nearly two decades later, the peasants in Settsu, Kawachi, as well as Izumi organized a large alliance in an attempt to reinstall one intendant in the office since he embodied the bakufu ideal of benevolent rule, practiced it through mentoring, and introduced order in the countryside:  

We humbly state our wish with this written document (1853)  

Item: [This is what] every peasant in Settsu, Kawachi, and Izumi provinces implore on the matter concerning Mr. Intendant Shitara Yasaburō. It is difficult to describe in words how well the mercy of the public authority permeates down [to the intendant] about whom we humbly state our wish.  

Since you nurtured [your men] and spread your benevolent rule, we are all grateful for that…Thanks to the mentoring [given by the intendant], each man with bad conduct learned prudence. Their behaviors were corrected, and they strove to farm harder. And peace was restored in our village.

The relative non-violence that distinguished Tokugawa society from the preceding Warring States period was essentially achieved by such a covenant made between the bakufu and their people. As long as the bakufu acted upon social expectations for benevolent rule, they maintained the mandate to rule in ways that permitted them to extract benefits with both great efficiency and minimal cost. Within this framework of governance, the public authority legitimized their use of violence as the semi-divine, supreme punisher more powerful than any deities (and less costly than a diffuse system of punishment).  

496 "We humbly state our wish with this written document 乍恐書附を以奉願上候事 (1853).” Habikino shishi 5(3), ed. Habikino shishi hensan iinkai (Habikino: Habikinoshiki, 1983), pp. 50-51.  

cooperation were minimized and Tokugawa peasants remained largely loyal and dutiful. In 1841, the Iwataki villagers in Mino sent their representatives to Edo and stood in protest against their village leaders. Having their men detained and handcuffed by the bakufu, they arranged a group of local notables for the negotiation of amnesty. In return, they promised to sustain peace and engage in behavior beneficial to the rulers. In addition to the process of upward mobility and emulation, trust was thus transmitted vertically through the new mode of violence as well:

On the Note of Trust stating an Apology (1841)

…We beg for your mercy and blessings. If you could spare us from your punishments even by a little, we will be grateful. We will devote ourselves to harmony and continue our duties as honorable peasants in peace.

Conclusion

Divine oaths exhibited a unique structural pattern that conveyed medieval and early modern Japanese spatial orientation. What one could deduce from this was a composite picture of the universe that mirrored the stratified social world of hierarchy and domination. Each deity reigned over an assigned territory, was given a divided labor, and brought either wrath or salvation to mortal beings.

The specialized function attached to the tutelary deity was closely tied with villagers’ secular concerns that were deeply rooted in the sustenance of respective household. Reigning in the close vicinity of villagers, the tutelary deity was the perfect monitor. By distributing punishments and protecting the villagers, it fostered strong trust among individuals of the same group and distrust towards those outside the group. Once reciprocal and reputational systems went loose, however, it lost its influence. To compensate for the lack of its ability to distribute rewards, Bonds of Trust burgeoned as a secular institution for reward and maintained large-scale cooperation in the contexts of increased impersonal interactions.

Development of market exchange in Kanto and special labor obligations the villagers owed directly to the shogun held crucial key to the foundational basis of contract enforcement. Underlying the competition was a consensus among established participants on the need to preserve and protect their stakes of struggle against the threats of new entrants. Governed by its own internal orienting principles and mechanism, an autonomous arena of struggle, or *field*, was structured within certain segments of the society. Couched in shared moral rules and standards, the *field* bound people to maintain trustworthy reputations and sustain the promises outlined on Bonds of Trust.

The arena of field struggle, or what Tokugawa Japanese understood as *ba*, was ubiquitous. Strategies of successful groups who achieved high levels of cooperation were emulated by less cooperative groups, leading to the diffusion of trust throughout the Tokugawa society. Trust transmitted horizontally from the domain of market exchange to that of supra-village activities and vertically through the process of samuraization, a movement by the whole society to attain a rank higher than their own. Logic linking trust and social capital essentially hinged on a belief that the public authority epitomized the ultimate source of trust and the perfect cooperative model worthy
of emulation. Only then, the public authority could exercise their power as the supreme punisher and justify their use of violence.
CONCLUSION

This dissertation offered an examination on the evolution of tanomi shōmon, trust, and cooperation in early modern Japan from the early seventeenth century through the late nineteenth century. The primary objective was to introduce these understudied documents and examine ways in which they emerged and functioned to foster interpersonal relations in Tokugawa society.

Chapter One undertook the longstanding problem in Tokugawa history—the notion of benevolent rule which, in spite of the presence of rich historical material that emphasizes its importance in peasant protests, remained unclear as to why the elite samurai acquiesced to the demands of their subjects in a manner that could otherwise threaten the state finances and authority. The conventional explanations provided for the modus operandi of this system have chiefly centered on the power of peasants who had the number, mentality, and technologies to put substantial pressure on the ruling authorities. Although these elements did have the influence to shape the bakufu policy of benevolent rule, a historian who is preoccupied with how this notion served peasants’ as well as daimyo’s purposes could forever end up defending his or her position against the refutations from those with evidence on the oppressive and authoritarian attributes of the Tokugawa state. This chapter was therefore set out to avoid this embroilment by applying the norms of trust and reciprocity to understand the ruler-subject relationship in Tokugawa Japan as a bilateral relationship of exchange. As much as the peasants used the benevolent rule to their own advantage, the bakufu drew on the benefits of the prior developments of tanomi in order to govern their subjects at a reduced emotional cost of transaction.

Following the discussion on the role of tanomi in Tokugawa political and social practices, Chapter Two examined common definitions of tanomi as well as makase to understand the
properties and evolution of the meaning of these words. The comparison illuminated that the most salient and distinct property of tanomi was its intimate connection with forms of non-immediate reciprocity. For instance, betrothal money and a deposit one paid in advance on a sales contract were both referred as tanomi. Such historical examples revealed that while tanomi had an element of uncertainty it also involved a matter of individual choice and determination since one’s decision to enter into a tanomi relationship was influenced by his or her assessment about the chance of others reciprocating friendly actions. Consistent with these properties of tanomi were the main definitions of trust found in English reference materials and other literature on social capital and human evolution of trust.

Another finding from this chapter pertained to the fact the language of tanomi played important roles in forging mutually reciprocal relationship within a group of samurai allies and a samurai household. The contracts they produced, namely ikki keijō and okibumi, belonged to a classification of archival materials known as jōshin documents.

Building on these findings in Chapter Two, Chapter Three undertook an inquiry into the origin and the nature of tanomi shōmon by exploring its plausible link with jōshin documents. Both ikki keijō and okibumi were written in the form of shōmon or bilateral bonds, whose origin could be traced back to the medieval-period service contracts, namely ukebumi. This chapter thus argued that tanomi shōmon also originated from ukebumi, which laid out the details of future transactions between service providers and clients including the scope of service and payment terms.

My argument was grounded on both functions and components that characterized ukebumi. Ukebumi was traditionally used to confirm the acceptance of an issued order from higher authorities, express the producer’s willingness to “acknowledge” (uku, ukeru, shōchi) his obligation towards the given expectation, and lend credence to his promise about non-immediate
action with words sworn before gods. The document was typically distinguished from other public records of the time on the basis of the word *uku*, which determined *ukebumi*’s function as the letter of application or request used to demand a specific service from the addressee. If the word implied that the addressee had already accepted to fulfill his side of the deal, *ukebumi* served as the letter of acknowledgement aimed to announce the official responsibility accepted by the addressee. *Tanomi shōmon* examined in this chapter similarly espoused the word *uku* to serve both functions of *ukebumi* simultaneously. For instance, when a village official was entrusted with the task of filing legal petitions on his village’s behalf, he formally “accepted (*hikiuke*)” the assigned responsibility on the *tanomi shōmon* produced. In return, the members of his village “agreed (*shōchi*)” to the payment terms and alternative forms of compensation.

Furthermore, *tanomi shōmon* consisted of three elements that conventionally characterized *ukebumi*, namely compensation, brush and ink fees (monetary rewards), and verbal affirmation. These were strategies incorporated into them to sustain the mutual agreement between a truster and a trustee, either through bolstering the trustee’s confidence in the agreement about non-immediate reciprocity by containing certain words that gave a sense of reassurance; shouldering all of the travel expenses, farm and other labor responsibilities resulting from the trustee’s service performance; or providing the trustee with such remuneration as ink and brush fees, lunch, or drink fees.

Despite their similarities with *ukebumi*, *tanomi shōmon* were valued as bilateral agreements between men of relatively equal power. By eliminating the humble and submissive tones from the documents’ *kotogaki* (titles) and *kakitome* (concluding statements), Tokugawa villagers used *tanomi shōmon* as a platform for facilitating a private conversation among like-minded individuals regardless of their socio-economic standings. Shirakawabe Tatsuo identified this innovative and
independent category of written agreements with present-day powers of attorney. On the basis of sources that were created to procure the employment of day laborers, the services of post station managers, and the supply of horses for transportation, however, I argued that *tanomi shōmon* were service agreements (present-day *ukei keiyaku*), which contained the details on job description, remuneration, and any other conditions that bound both service providers and their customers to each other. These *ukei*-type *tanomi shōmon* stood out from powers of attorney in three respects. First, the service providers (trustees) demonstrated exceptional proficiency in a specialized field of knowledge and expertise. Second, the service providers typically accepted to perform their service within a fixed period of time on agreed wages for their employees as well as themselves. And lastly, the wages, remuneration, and other costs attached to service performance were paid to the service providers only after they met certain expectations of the customers.

While one dimension of these *ukei*-type *tanomi shōmon* involved trustees’ expectations for stipend and profit, the two narratives on silk and *sukegō* uprisings provided in this chapter also revealed that *tanomi shōmon* involved more complex mechanisms than gift giving or other exchanges based on straightforward expectation of economic gain. Propelled by the necessity to fight off the widening bakufu interest in new sources of tax revenue, different associations of local silk textile producers and wholesalers in northern Kanto used Bonds to shape a consensus about their political action. And when requisition orders for men and horses were given beyond the capacity of all villagers in Kanto, they lost positive incentives to reciprocate and cooperate. Different categories of the assisting villages disseminated the sentiments of state distrust by shifting the burdens onto others, rejecting them completely, or both.

Given the implications of *tanomi shōmon* for mutual trust and cooperation, Chapter Four thus examined how a common belief in *tanomi* emerged and served as a medium of social and
economic transactions in Tokugawa peasant society. To that end, this final chapter opened with an exploration on an intimate relationship between kishōmon and tanomi shōmon. In the same manner that divine punishments and gods’ names lent substance to ukebumi about non-immediate action, tanomi shōmon tended to depend on the effects of divine retribution as a means of contract enforcement. The historical process by which a common belief in tanomi superseded the threat of divine retribution thus concerned the main interest of this chapter.

The first discussion in this endeavor centered on the effects of reciprocal and reputational systems, which were incorporated into tanomi shōmon. A list of gods’ names or shinmon attached to tanomi shōmon mirrored the stratified social world of hierarchy and domination. Among a number of polytheistic deities on the list, one that appeared with great frequency was a village tutelary deity. Reigning in the close vicinity of Tokugawa villagers, the tutelary deity monitored their behaviors and distributed punishments to transgressors. By distributing punishments and instilling in the villagers the significance of reciprocity and reputation, the tutelary deity fostered strong trust among individuals of the same group and distrust towards those outside the group.

The tutelary deity, which became especially well-established as a mechanism for sustaining in-group cooperation, was inherently incompetent when villages worshipping different deities developed a need for large-scale cooperation. Tanomi shōmon after the eighteenth century were increasingly produced by a large league of inter-village organizations linked through a common corvée labor, an extensive irrigation system, supra-village commercial activities, region-wide petitionary movements, large-scale ikki uprisings, and so on. A skilled yet unfamiliar stranger (e.g. a private service contractor) was therefore invited to enter the written agreements and represent the collective interests of relevant organization. Although Tokugawa villagers sometimes invented a new, unifying god to foster large-scale trust, I argued that the lack of a millenarian tradition could
be ascribed to the constraints of the functional specialization of the Japanese deities. In such contexts of increased impersonal interactions where demands were created for maintaining large-scale cooperation, *tanomi shōmon* burgeoned as a secular institution for reward.

That said, *tanomi shōmon* were buttressed by a more complex mechanism than a reward system. A multiplicity of status groups was inherent within the class of peasantry, which often prevented them from fostering mutual trust, preventing defection, and in some instances, standing up in resistance as a unified class. In my view, what held these different individuals together as a cohesive group was an underlying sense of insecurity around the necessity to preserve and protect their stakes of struggle against the threats of new entrants. Using a Bourdieusian relational approach, Bonds of Trust were thus examined as *Fields of Trust*, or as demarcated spaces defined by the simultaneous processes of collaboration and competition. They were not integrated realms of interpersonal interactions whose participants were united under their common goal toward the protection of group interests. Instead, the properties characteristic of these fields included the hierarchical and relational positions of established participants who held a degree of autonomy through self-orienting standards, which helped them defend the common objects of struggle against the outside hostile world. Couched in shared moral rules and standards, the *field* bound people to sustain the promises outlined on Bonds of Trust.

The final chapter concluded with a plausible account for the expansion of trust within Tokugawa society at large. Against the backdrop of the development of market exchange as well as special labor obligations the villagers owed directly to the shogun in Kanto, I argued that the strategies of successful groups who achieved high levels of cooperation were emulated by less cooperative groups, leading to the diffusion of trust throughout the Tokugawa society. Trust transmitted horizontally from the domain of market exchange to that of supra-village activities and
vertically through the process of samuraization, a movement by the whole society to attain a rank higher than their own. The logic linking trust and social capital essentially hinged on a belief that the public authority epitomized the ultimate source of trust and the perfect cooperative model worthy of emulation. Only then, the public authority could exercise their power as the supreme punisher and justify their use of violence.

Bonds of Trust brought into light the centrality of trust in early modern society, whose significance extended beyond the interpersonal interactions within rural communities of peasants to the structure of ruler-subject relationship and the development of large-scale cooperation across Kanto. Among some topics touched upon in my dissertation, ones that I aspire to pursue further for future research include the implications of *tanomi shōmon* for market growth and the dissemination of the sentiments of state distrust.

The relevance of trust even extends to contemporary Japan; for people living and working together in the society today, trust is a key to overcoming cooperative dilemmas prevailing at home, in neighborhoods and workplaces. Everyday decisions each individual makes on his or her actions about recycling, voting, getting vaccinations, or volunteering at community events ultimately determine the well-being of the overall population as well as him- or herself. Bonds of Trust are therefore a historical material of promise that aids historians to probe into the patterns of Japanese conformist attitudes and the course of their social development.

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## APPENDIX

Summary of Bonds of Trust Collected by the Author

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<td>Meiji (1868-1872)**</td>
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<td><strong>Total</strong></td>
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<td><strong>10</strong></td>
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</table>

*To be exact, the new Meiji era began in the ninth month of Keiō 4; however, following conventions, the documents after the first month of Keiō 4 are grouped together as Meiji.

**I only collected the documents up to 1872 (Meiji 5).