

Part II: Ignorant and Nasty Critics against Ramseyer

Chapter 7: Jeannie Suk Gersen's malicious slander

Malicious slander

What I think is most reprehensible is the following newspaper article which quoted Harvard Law professor School Jeannie Suk Gersen's essay: "Ramseyer's article failed to present a South Korean woman's contract." The Korean media may have wanted an "eye for eye," so chose a South Korean Professor to go against Ramseyer—"Harvard against Harvard".

[Omitted] However, in academic circles, it was pointed out that Professor Ramseyer failed to present any contract made by a South Korean comfort woman. Professor Jeannie Suk Gerson pointed out, "I examined the references of Professor Ramseyer's article and found out that there were no contracts related to South Korean women at the wartime comfort stations nor secondary sources indicating the presence of contracts in question." Against her criticism, Professor Ramseyer allegedly said to Professor Suk, "I should have obtained contracts from South Korean women, but I failed to search for them," and added, "Certainly, you cannot find them, either." In addition, Professor Ramseyer cited a case of a ten-year-old Japanese girl and asserted that her contract was made voluntarily and legally. However, Professor Ramseyer sent an email to Professor Suk and admitted that some quotes are in error. (A South Korean Professor, Jeannie Suk Gersen, at Harvard University said, "Mr. Ramseyer admitted to errors in his article on the comfort women." –*Joong Ang Ilbo (Central Daily)*, February 27, 2021.)

With only Suk's claims, readers would be led to believe that not only did Ramseyer fail to show important evidence (contracts) but also that his thesis is based on unverifiable sources and that his quotes are "in error." According to this thinking, Ramseyer's paper is not trustworthy.

However, Suk's article slanders and libels Ramseyer and his paper, which I will demonstrate (hereafter Suk's article quoted above will be referred to as "the Article").

An error, confusion between official and private documents and lies

(1) Fundamental error in the Article

First, there is an error. There are no “South Korean” women’s contracts because South Korea was established in 1948 and, therefore, there were no “South” Korean comfort women before and during the War. There were, however, Koreans who had Japanese citizenship. There were “Korean women’s contracts” or, to be precise, “Korean-Japanese’ contracts.”

(2) Inability to distinguish between official and private documents

On finding “Korean women’s contracts,” I wonder if Suk knows that these contracts will not be found in public archives--these were private documents.

If they were publicly archived materials, then all you would need to do is to go to the National Archives and find them. But the National Archives does not hold the personal papers of private individuals. Furthermore, we can hardly expect the National Archives to freely disclose the personal documents of private individuals.

Does Suk suggest calling on every single home, door-to-door, in Japan, South Korea, North Korea and elsewhere in Asia, where there were comfort women, to look for these contracts? Did Suk understand what Ramseyer told her, “Certainly, you cannot find them, either”? If Suk demanded such an impossible task, fully knowing that it is impossible, then her demand constitutes nothing more than pestering.

It would, naturally, be best to be able to present such contracts but the lack of actual contracts does not affect Ramseyer’s assertions. In fact, an official American document has an important point related to contracts, as will be shown below in point (3).

(3) “There were no secondary sources” is a fallacy

The biggest problem is that this statement is clearly wrong, that “there were no secondary sources referring to the contracts in question.”

A source prepared by the U.S. Army, which was at war with Japan

Among the references cited in Ramseyer’s paper is “U.S. Office of War Information, 1944, Interrogation Report No. 49, October 1, 1944, in Josei (1997:5-203).” It is somewhat long but I will summarize the salient points:

Preface: [Omitted] A “comfort girl” is nothing more than a prostitute or “professional camp follower” attached to the Japanese Army for the benefit of the soldiers. The word “comfort girl” is peculiar to the Japanese. [Omitted] This report however deals only with the Korean “comfort girls” recruited by the Japanese and attached to their Army in Burma. The Japanese are reported to have shipped some 703 of these girls to Burma in 1942.

Recruiting: Early in May of 1942 Japanese agents arrived in Korea for the purpose of enlisting Korean girls for “comfort service” in newly conquered Japanese territories in Southeast Asia. [Omitted] The inducement used by these agents was plenty of money, an opportunity to pay off the family debts, easy work, and the prospect of a new life in a new land, Singapore. On the basis of these false representations many girls enlisted for overseas duty and were rewarded with an advance of a few hundred yen.

The majority of the girls were ignorant and uneducated, although a few had been connected with “oldest profession on earth” before. The contract they signed bound them to Army regulations and to war for the “house master” for a period of from six months to a year depending on the family debt for which they were advanced ... Approximately 800 of these girls were recruited in this manner. [Omitted]

Personality: The interrogations show the average Korean “comfort girl” to be about twenty-five years old, uneducated, childish, and selfish. [Omitted] She claims to dislike her “profession” and would rather not talk either about it or her family. [Omitted]

Living and working conditions: In Myitkyina the girls were usually quartered in a large two story house (usually a school building) with a separate room for each girl. There each girl lived, slept, and transacted business. In Myitkyina their food was prepared by and purchased from the “house master” as they received no regular ration from the Japanese Army. They lived in near-luxury in Burma in comparison to other places. They lived well because their food and material was not heavily rationed and they had plenty of money with which to purchase desired articles. They were able to buy cloth, shoes, cigarettes, and cosmetics to supplement the many gifts given to them by soldiers who had received “comfort bags” from home.

While in Burma they amused themselves by participating in sports events with both

officers and men, and attended picnics, entertainments, and social dinners. They had a phonograph and in the towns they were allowed to go shopping.

Prior system: The conditions under which they transacted business were regulated by the Army, and in congested areas regulations were strictly enforced. The Army found it necessary in congested areas to install a system of prices, priorities, and schedules for the various units in operating in a particular area. (According to army classes, service hours and prices were set.) Officers were allowed to stay overnight for twenty yen.

Pay and living conditions: The “house master” received fifty to sixty per cent of the girls’ earnings depending on how much of a debt each girl had incurred when she signed her contract. [Omitted] Many “masters” made life very difficult for the girls by charging them high prices for food and other articles.

In latter part of 1943, the Army issued orders that certain girls who had paid their debt could return home. Some of the girls were thus allowed to return to Korea.

The interrogations further show that the health of these girls was good. They were well supplied with all types of contraceptives, and often soldiers would bring their own which had been supplied by the army. They were well trained in looking after both themselves and customers in the matter of hygiene. A regular Japanese Army doctor visited the houses once a week and any girl found diseased was given treatment, secluded, and eventually sent to a hospital.⁽⁶⁴⁾

Obviously not “sex slaves”

This U.S. government document clearly indicates the existence of a contractual obligation for Korean comfort women. That is, up-front money, contract terms, prices, fees for their food and lodging and the division of gross earnings between the house master and the women.

This U.S. government document shows that the women were obviously not “sex slaves.”

This U.S. government document also states that they agreed to the contract and *signed it*. Thus, Suk is a liar.

South Korean Minister of Gender Equality and Family Chung Young-ai is said to have claimed that Ramseyer's paper was fundamentally flawed, based on Suk's assertion. The Minister must promptly withdraw her statement because it is incorrect.

The credibility of "the United States Office of War Information, Interrogation Report" is high. This report was made by the United States Army, at war with Japan at that time. A military report must be precise and correct without exaggeration or fabrication. The U.S. Army was in fact collecting evidence in preparation for a future International Military Tribunal for the Far East, and the Army would have been foolish to speak well of the Japanese Army. The U.S. government report is entirely valid.

The Korean media said that Ramseyer is not trustworthy because he is "pro-Japan". However, the U.S. military document he cited is anti-Japan, not at all "pro-Japan". Thus, Ramseyer's paper cannot be considered "pro-Japan".

As described in Chapter 1, the women needed five documents, including a contract (or license), which was unlike, for example, insurance contracts with pages of fine-print.

Nevertheless, based on the U.S. government report cited above, the comfort women were well covered with respect to their income, living and working conditions. The Japanese Army enforced the comfort station rules and the rules were strictly observed.

Japanese and Korean women were treated equally

These facts work to Ramseyer's advantage, for he chose to discuss the "comfort women" and not unlicensed or licensed prostitutes. In the cases of unlicensed and licensed prostitutes, issues such as upfront money, contract period, prices, food and lodging costs varied depending on each case, but when it came to the comfort women, the Army set uniform conditions.

So, if we take up one military comfort women case, we can guess that other cases were similar. Moreover, the Japanese Army, as a rule and in principle, treated Korean women and Japanese women equally—there were no differences between them.

Incidentally, the average monthly income of the comfort women at the Myitkyina comfort

station as stated in the U.S. Army report was between 300 and 1500 yen (they also received handsome tips). The salary of a Japanese Army private first class and private second class at that time was 5.50 yen while the price at a comfort station was 1.50 yen. Japanese soldiers saw the comfort women and even gave them gifts, spending what little money they had generously.

Suk presumably had no idea of Japanese Army regulations on operating comfort stations. She may have thought that if a “Korean woman’s” contract is found, then it would differ a lot from that of a Japanese woman’s contract, thus shaking the very foundation of Ramseyer’s paper.

However, such a finding is unlikely. The lack of a “Korean woman’s contract” does not constitute a flaw in Ramseyer’s paper. As rule and in principle, Japanese women and Korean women were treated equally by the military, and the cost of their service was the same, except in a few cases such as at a Rabaul comfort station.

I have confirmed this fact through the many documents that I have studied at the United States National Archives II.

What is not written in the paper

(4) Assertion that of a legal contract for a “ten-year-old girl”

This is another of Suk’s ludicrous strawman arguments.

Suk stated that Ramseyer cited a contract made voluntarily and legally by a “ten-year-old Japanese girl”. With this, what Suk (as well as the party who published the Article) implied was that Ramseyer supports child prostitution; what a horrible person Ramseyer is!

However, by no means did Ramseyer say such a thing in his paper. The “ten-year-old girl” discussed here was a *karayuki-san* named “Osaki” from Amakusa, Kumamoto Prefecture.

According to his paper, “When Osaki turned ten, a recruiter stopped by and offered her 300 yen upfront if she would agree to go abroad. She discussed it with her brother and decided to take the work to help him establish himself in farming. She travelled to Malaysia and worked as a maid for three years. [Note that, from the start, she was not

meant to become a comfort woman at all.]

“At age 13, she began working for the family as a prostitute. Because of the cost of passage and three years of room and board, she now owed 2,000 yen... If she worked hard, she found that she could repay about 100 yen a month. Before Osaki had finished repaying her loan, her owner died, and she found herself transferred to a brothel in Singapore.

“She disliked her new owner, so one day she and some others went down to the harbor and bought a ticket back to Malaysia. She found a new brothel... There she stayed until an expatriate Britisher made her his mistress. Later in life, she returned to her home in Amakusa.”

Ramseyer did not state that “Osaki” voluntarily agreed to the contract or that the contract was legal. “Osaki” was not presented with a contract and no one checked whether or not she signed of her own free will. It was not that “Osaki” was presented with a contract. No one confirmed her wishes and no one had her sign a contract.

“Osaki” decided to go to Malaysia after she discussed it with her brother. We do not know if her brother eventually persuaded her to go abroad. At any rate, she had to scavenge for food to survive and wanted to go abroad, no matter what lay ahead. She became a prostitute after considering her circumstance--maybe there were other things that led her to choose her ultimate path.

In such a case, there are no answers to questions such as “Did you voluntarily agree to the contract?” or “Was the contract legal?” However, it is a plain fact that a contract existed. This is exactly the Ramseyer’s point: The true nature of a “sex contract” was that these contracts were a consequence of current circumstance. It follows then that such “sex contracts” decided how these girls and women were to work and live.

The canard used to criticize Japan on the comfort women

Of course, today, “voluntary consent” by ten-year-old girl is not legally valid. Ramseyer understands this. “Osaki”, however, did not live in today’s world, but in Malaysia and Singapore of the distant past. “Osaki” herself and those around her did not know anything about contemporary legalities nor were they protected by today’s human rights laws. To pass judgment on the past by today’s standards and values is entirely wrong.

In denouncing Ramseyer's paper, Suk resorted to the usual bloviating that South Korea condemns Japan over the comfort women issue. That is, turning what was neither illegal nor problematic at the time into something illegal and shocking by applying modern standards and values. This really goes against the doctrine of intertemporal law, that events at the time must be judged by the laws at the time.

Moreover, South Korea maintains that the comfort women issue is "all about women's human rights," although "women's human rights" is a contemporary issue. Even at the International Military Tribunal for the Far East, entirely lacking in judicial evenhandedness towards Japan, the comfort women system was not raised as a "war crime" and so no one was prosecuted.

As mentioned earlier, the South Korean media, with Suk's goading, nonetheless continues to use strawman arguments: Ramseyer is bashed for what he did not say at all.

He is not for child prostitution—he merely reported an occurrence. He does not make fun of the "victims of comfort stations" either. He simply stated, based on primary sources, what "sex contracts" were all about. Of course, Ramseyer's discourse is open to criticism, but criticism of his discourse must be based on facts and logic without resorting to sophistry.

The burden of proof now rests with Suk. Suk is now responsible for going to each and every home all over Asia to gather the "Korean women's contracts" and completely overturn Ramseyer's premise. Let us wait and see how she fulfills her responsibility.

Notes

(64) Japanese Prisoner of War Interrogation Report, United States Office of War Information Psychological Warfare Team, pp. 113 – 116
https://www.awf.or.jp/pdf/0051_5.pdf

Note that, the English version on page 203 contains a description that can be interpreted to mean that comfort women were cajoled by recruiters into working at comfort stations. Nevertheless, the report also says that they personally signed the contract, which means that they knew they were being cajoled.

