

## There are no mistakes in Professor Ramseyer's article

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Professor J. Mark Ramseyer's article, "Contracting for sex in the Pacific War," has attracted much attention from the media, stirring much controversy. As always, the South Korean media is doing its best to discredit the article, using "strawman" arguments and emotional manipulation. What I think is the most reprehensible is the following statement from a newspaper article: "Ramseyer's article failed to present a South Korean woman's contract."

A South Korean Professor, 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:

[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-years 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.

Now, I would like to prove that what was stated in the article is malicious slandering and libeling of Professor Ramseyer and his article.

First, about the "errors". 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 with Japanese citizenship. There were "Korean' women's contracts" or to be precise, "Korean-Japanese' contracts".

Second, finding "Korean women's' contracts." I wonder if Professor Suk knows that these

contracts are not kept in public archives--these are private documents. If they were publically 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 personal papers of private individuals. In the first place, we can hardly expect the National Archives to even disclose highly personal documents. Does Professor Suk suggest calling on every single home in Japan, South Korea, North Korea and elsewhere in Asia, where there were comfort women, door-to-door, to look for these contracts? Does Professor Suk understand Professor Ramseyer when he told her, "Certainly, you cannot find them, either"? If Professor Suk dared to demand such an impossible task, fully knowing it is impossible, then this is nothing more than harassment.

The biggest problem is the sheer fallacy of the statement, that "there were no secondary sources referring to the contracts in question." In fact, among the references cited in Ramseyer article is "U.S. Office of Information, 1944, Interrogation Report No. 49, Oct.1, 1944, in Josei (1997:5-203)."

**Japanese Prisoner of War Interrogation Report 49, United States Office of War Information, Psychological Warfare Team, Attached to U.S. Army Forces India-Burma Theater, October 1, 1944:**

**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.

This US government document is also found in *Jugun ianfu shiryoshu* (*Collection of Materials related to Military Comfort Women*) (Otsuki Shoten, 1992), compiled by former Professor Yoshimi Yoshiaki, Chuo University (Refer to pp. 440~450).

This US government document clearly indicates the existence of contractual conditions 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. They agreed to the contract and *signed it*. Professor Suk is a liar, yet, sadly, based on Professor Suk's assertion, South Korean Minister of Gender Equality and Family Jung Young-ae claimed that Ramseyer's article is fundamentally flawed. The Minister must promptly withdraw her statement.

As to the credibility of "the United States Office of War Information, Interrogation Report," 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. Besides, the U.S. Army was collecting evidence in preparation for the future International Military Tribunal for the Far East, and they would have not been foolish enough to make a report that intentionally spoke well of the Japanese Army. The US government report is entirely valid.

The Korean media said that Professor Ramseyer is not trustworthy because he is "pro-Japan". However, the US military document he cited is anti-Japan, not in the least "pro-Japan". Thus, Ramseyer's article cannot be considered "pro-Japan".

In most cases, so-called contracts by licensed as well as unlicensed prostitutes relied on verbal bonds and the receipt of an up-front payment. Even if they made contracts with agents, those contracts were simple, unlike, for example, insurance contracts with pages of fine-print. Nevertheless, based on the US government report above, the comfort women were well covered with respect to income, living and working conditions. The Japanese Army enforced the comfort station rules and they were strictly observed.

These fact work to Professor Ramseyer's advantage, for he chose to discuss "comfort women" and not unlicensed or licensed prostitutes. In the cases of unlicensed and licensed prostitutes,

upfront money, contract period, prices, food and lodging costs vary depending on each case, but when it came to the comfort women, the Army uniformly set the contract term, fees, food and lodging expenses, and dividing earnings between the owner and the employees. So, if we take up one case, we can guess what other similar cases were like. Moreover, the Japanese Army, as a rule and in principle, treated Korean women and Japanese women equally—there were no differences between them.

Incidentally, an average monthly income of the comfort women at the Myitkyina comfort station in Burma was between 300 and 1500 yen. The salary of an 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. Even so, soldiers went to see comfort women and gave them gifts, spending what little money they had generously.

Professor Suk presumably has no idea about the Japanese Army's regulations on operating comfort stations. She may think that if a "Korean woman's" contract is found, then it would largely differ from a Japanese woman's contracts thus shaking the very basis of Professor Ramseyer's article. However, this is unlikely to occur. The lack of a "Korean woman's contract" does not constitute a flaw in Professor Ramseyer's article. As rule and in principle, Japanese women and Korean women were treated equally by the military, and the price of their service was the same, except in the case of a Rabaul comfort station. I have confirmed this fact through the many documents that I have studied at the United States National Archives II.

Professor Suk stated that, "Professor Ramseyer cited a ten-year old Japanese girl whose contract was voluntarily and legally made." This is another malicious strawman argument-- Professor Ramseyer did not write such a thing.

Professor Suk focuses on a *karayuki-san* named "Osaki" from Amakusa, Kumamoto Prefecture, referred to in Professor Ramseyer's article. According to his article, "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 here that she was not meant to become a comfort woman from the beginning.] 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 2000 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 of the others went down to the harbor and bought a ticket back to Malaysia. Osaki 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.”

Professor Ramseyer did not write that “Osaki” voluntarily agreed to the contract or that the contract was legal. It was not that Osaki was presented with a contract and after making up her mind, “Osaki” signed the contract. Osaki decided to go to Malaysia after she discussed it with her brother. It is not known if her brother eventually persuaded her to go abroad.

She became a prostitute after considering the situation she was in--maybe there were other things that led her to do so. In such a case, it is impossible to answer “Did you voluntarily agree to the contract?” or “Was the contract legal?” Professor Ramseyer merely reported on what happened. This is exactly the Professor Ramseyer’s point. The true nature of a “sex contract” was that they were a consequence of things as they occurred. However, it is true that such “sex contracts” decided how these girls and women worked and lived.

Anyway, of course, today, a ten-year old girl’s “voluntary consent” is not legally valid. Professor Ramseyer understands this. However, “Osaki” did not live in today’s world, but in Malaysia and Singapore of the distant past. She herself and those around her did not know anything about legal theories of the day nor were they protected by modern human rights laws. It is totally erroneous to pass judgment on the past by today’s standards and values.

In denouncing Professor Ramseyer’s article, Professor Suk resorted to the usual bloviating that Korea performs in condemning 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. Really, this goes against the doctrine of intertemporal law, that events at the time to be judged by the law at the time.

Moreover, Korea maintains that the comfort women issue is all about women’s human rights, but that is a contemporary issue. Even at the International Military Tribunal for the Far East, entirely lacking in judicial evenhandedness to Japan, the comfort women system was not a “war crime” and so no one was prosecuted.

The Korean media, with Professor Suk’s goading, nonetheless continues, using strawman arguments. They bash Professor Ramseyer for what he did not write at all. He is not for child prostitution—he is merely reporting what occurred. He does not make fun of the “victims of

comfort stations” either. He simply stated the real circumstances based on primary sources regarded “sex contracts”

It goes without saying that rebuttal is cheap, but it must be based on facts and logic, without resorting to sophistry. Professor Suk is now responsible for going to each and every home, all over Asia, to gather all these “Korean women’s contracts” which would completely overturn Professor Ramseyer’s premise. Let us wait and see how she fulfills her responsibility.