

The story of a comfort woman who contracted with Korean entrepreneurs and frequently changed comfort stations

Rebuttals of criticisms of Professor Ramseyer's article, that "there were no contracts".

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A criticism against Professor Ramseyer's essay focuses on the "lack of contracts". A textbook definition of a "contract" is a "concord of indicated intentions." Therefore, a "contract" is evidence of concordance or agreement. In other words, what matters is an agreement. Nevertheless, critics are focused on a "contract in the form of documentation." I would like, at this, point to examples of a "contract" and a "contract document."

An alleged "comfort woman", Hyun Byung-sook, appeared in *Korean Military Comfort Women Taken to China 2* (written by the Research Society, the Korean Council for the Women Drafted for Military Sexual Slavery by Japan, Hanol, 2003). Her parents have, sadly, sold their daughter into prostitution. Here, to prove that a written contract was made with every agreement, I cite the relevant portions of this book:

Bae Jun-chul (interviewer): How much money did the brothel pay you to go to work there?

[response]: 500 Won. The term was two years. I gave the 500 Won to my parents. I returned home after two years. I was fed up with just lingering at home, doing nothing. I thought I'd go somewhere else, earn money and give money to my parents. I did not want to stay at my village.

Hyun Byung-sook, previously worked at a bar and, presumably, moonlighted as a prostitute. When she returned home after the expiration of her two-year term, her brother told her to get married. Rather than get married, she wanted to earn money. So, she looked for help in order to find a new job.

--So, I went to Pak Chong, North Pyongyang, to meet "Park Ka". I went to an inn and told them, "I heard that a man comes to buy women. Where can I find him?" "At the inn over there. I heard he came from China to buy women. Go and See." So, I went there... A man was sitting alone... I asked him, "Did you come here to buy women?" "What's the matter, young lady?" He said, and I said, "I want to go to China to earn money."

Bae Jun-chul: Did you know then what you were to do in China?

--Yes. I knew.

Bae Jun-chul: Did you know that you were to serve many Japanese military men?

--Of course, I knew.

She fully understood what the man who came to buy women was all about. Then she proceeded to negotiate her contract.

The up-front advance was not to be paid unless her parents were present.

Bae Jun-chul: Where did you get that idea?

--I heard rumors. Many rumors. I walked all over and found the man. I asked him if he would buy me. He said yes and asked how much I wanted. I said, "My parents will be in trouble if I go away. How much will you give me with a three-year term?" He said, "I will give you 2000 Won." I said, "That's not much. It hardly will be 1000 Won a year. I want 1000 Won a year." He said, "O.K. I'll make it 3000 Won. You go home and get your father's consent."

As mentioned in my previous article, for a woman to work as a comfort woman, she needed to get the consent of the head of the household, that is, her father. Hyun Byung-sook's father at first was against this, but he eventually succumbed to his daughter's entreaties. No doubt, her father knew what she was going to do.

Bae Junchul: Did you get the seals [signatures]?

--Sure. I was unable to get up-front money unless either of my parents were present there in person. They even demanded that I get seals from my grandpa and grandma. It was very strict at that time.

Bae Junchul: How old were you then?

--I was sixteen, I think. I worked at a bar for two years or so. They even asked for seals of my grandparents. I was worried whether or not if they would give their seals. My dad believed what I said. So, I took him to a riverside, holding his hand and said to him, "Dad, a man came to buy

women and he offered much money. I want to earn money far away.” I wanted my dad to live a good life and eat well. I then asked him, “Dad, please let me go to work.”

In this case, money up-front (a loan advance) was not to be paid unless either parent was present at the time of contract. Seals from both parents and grandparents were needed. It is not clear why an agreement and seal from not only the father but also from the mother and grandparents was needed: probably the grandparents were co-guarantors. After all is said, what else was needed to constitute a contract? As one condition of the contract, entrepreneurs were prohibited from reselling the woman to other places.

--Then, I will let you go, Dad said. He wrote his name and Mom’s name on the paper and then put his seal on it. They wanted my grandpa and grandma’s seals, too. Dad, what shall I do? My Dad said, “Well, then, I will write their names.” Dad wrote their names in, put their seals in and got agreements from all. With the paperwork, we went to Pak Chong. Dad said, “Now that I have sold my daughter to you, promise me that you will not to sell her again anywhere else.” We made that promise. I said, “This is my Dad’s request.” The man said, “It’s up to you,” And I said, “All right. Let’s go.”

Ms. Hyun Byung-sook changed comfort stations, one after another

Her father signed and his sealed name. The piece of paper was most probably a contract. Thus, she resumed her work as a prostitute. However, at her first brothel, she did not do a lot of business. She attributed this to her looks. So, she then she moved to Mukden (currently Shenyang).

--I could not help it. At the first brothel, I got no customers. Because I was ugly. Customers prefer pretty girls. Who will pick up an ugly one? There were many women at the brothel. Twenty to thirty of them. They were all Korean women. I said to the son of the man who bought me and took me here, “I cannot repay my loan, working here. So, let me go elsewhere.” He said, “We made a contract with your father that we would not move you anywhere.” I said, “It’s O.K. with me and that’s what counts.” “If so, you go to a broker in Mukden and someone buys you and we will get the money.” “How about the interest?” “No interest. You work hard and go home.”

The Contract stated, that “they will not resell [her] the daughter to other brothels”. From here, we know how she changed her workplace after she became a prostitute. The loan advance, in the form of up-front payment changes, was handed over to the new owner. Regarding up-front loans, some

demanded interest and others waived it. The brothel or comfort station in Mukden she moved to was patronized by civilians and Japanese military alike.

Bae Junchul: What sort of customers came to your brothel?

--Military men, individuals, all sorts.

Unfortunately, she could not raise much money in Mukden either. Then, she decided to follow the army and moved to Bengbu, Anhui Province. The owner of the comfort station was Korean.

--I told them I could not stay in Mukden any longer. I must follow the army to a village and earn money there. So, I volunteered to go elsewhere from Mukden and went to Bengbu.

Bae Junchul: You owed 3000 Won as up-front payment, went directly in the hands of the owner in Bengbu?

--Yes.

Bae Junchul: Was the owner of the comfort station in Bengbu also Korean?

--Yes, all of them were Koreans.

Comfort women with contract terms of resale

She moved within China, to Mukden, and then to Bengbu. The first was supposedly a general brothel, but details are unknown. The one in Mukden was patronized by both military personnel and civilians. The one in Bengbu was probably a comfort station strictly for the Japanese military. If the first was a general civilian and military brothel, then we see the process for an ordinary prostitute to become a comfort woman at the time for the Japanese military was extremely simple and easy. Selling a prostitute to the owner of another comfort station sufficed. Supposedly, as it was easy for a brothel owner to sell his prostitutes to another brothel, so was for a brothel owner to resell his prostitutes to a military comfort station.

Looking at the cases presented here, there is no denying that a contract was made in order to become a comfort woman. Likely, of course, was that there were cases where oral contract would suffice without a written contract. This case shows that there were “contracts” and “contract documents.” When a prospective comfort woman made a contract in Korea, she clearly understood that she would

go to China and serve the Japanese military there.

The amount of the up-front loan was decided through negotiation between both parties, the contract term was clearly set and there was a term regulating resale of the comfort woman. An agreement and the seal of the head of the household were required. A comfort woman and her parents knew what kind of work she would do for the Japanese military and that prior to resale, the up-front loan would change hands to the new entrepreneur. What else would be needed to prove that the entire scheme was nothing less than a contractual relationship?