

Ramseyer's Paper: Criticisms of It, and Arguments in Its Favor*

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Abstract

For about three months in early 2021, people in South Korea were slandering J. Mark Ramseyer, an American scholar. The journal *International Review of Law and Economics*, (Vol. 65, March 2021) was due to publish Ramseyer's paper "Contracting for Sex in the Pacific War," which had been uploaded in December 2020. In the paper, Ramseyer argued: 1) That the relationship between the owner of a "comfort station" and a "comfort woman" was a contractual relationship, no different from the relationship between a brothel owner and a prostitute before World War II, and 2) That the treatment of comfort women in wartime was better than the treatment generally accorded to prostitutes before the war. The violent condemnation of Ramseyer shows that the comfort women issue remains the most powerful stronghold of what has been called "anti-Japanese tribalism" in Korea. Their attack on him was not academic criticism, but an expression of anger and hostility—qualities that are common to all tribalism. The president of Harvard University has defended Ramseyer on grounds of academic freedom, and Ramseyer's paper remains accessible online. This episode has become the first case in which anti-Japanese tribalism in Korea has failed in its attempt to attack Japan and its allies by brandishing the comfort women issue. In this essay, I will introduce Ramseyer's paper, rebut major criticisms of his work, and put forward my own arguments.

I. Introduction

For about three months in early 2021, people in South Korea were slandering J. Mark Ramseyer, an American scholar. The journal *International Review of Law and Economics*, (Vol. 65, March 2021) was due to publish Ramseyer's paper "Contracting for Sex in the Pacific War,"¹ which had been uploaded in December 2020. In the paper, Ramseyer argued: 1) That the relationship between the owner of a "comfort station" and a "comfort woman" was a contractual relationship, no different from the relationship between a brothel

* Parts of this paper have been previously published online as separate articles. They can be accessed at: <https://japan-forward.com/bookmark-harvard-thesis-on-comfort-women-fortells-the-decline-of-anti-japan-tribalism/>. <https://japan-forward.com/bookmark-harvard-professors-paper-on-comfort-women-will-become-academias-pandoras-box/>. <https://japan-forward.com/bookmark-controversy-over-harvard-article-cant-erase-the-facts-of-comfort-women-contracts/>. <https://japan-forward.com/bookmark-the-substance-of-contracts-why-ramseyer-is-correct-about-korean-sex-workers>.

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¹ J. Mark Ramseyer, "Contracting for Sex in the Pacific War," *International Review of Law and Economics* 65 (March 2021). <https://doi.org/10.1016/j.irle.2020.105971>.

owner and a prostitute before World War II, and 2) That the treatment of comfort women in wartime was better than the treatment generally accorded to prostitutes before the war.

The violent condemnation of Ramseyer shows that the comfort women issue remains the most powerful stronghold of what has been called “anti-Japanese tribalism” in Korea. Their attack on him was not academic criticism, but an expression of anger and hostility—qualities that are common to all tribalism. After the furor subsided, scholars, mostly in the United States, began to offer academic criticism. Their most important arguments were that: 1) Korean women were forcibly taken as comfort women by the Japanese state, rather than voluntarily signing contracts, and that 2) To show a contractual relationship, a written contract is necessary, but Ramseyer failed to produce this evidence.

In Korea, any issue can be magnified into a great vortex that draws in other controversies, but these flare-ups are also quick to disappear from people's minds. Since April, the Ramseyer issue has disappeared from the radar of the media and faded from public attention. In the meantime, the president of Harvard University has defended Ramseyer on grounds of academic freedom, and Ramseyer's paper remains accessible online. This episode has become the first case in which anti-Japanese tribalism in Korea has failed in its attempt to attack Japan and its allies by brandishing the comfort women issue. In this essay, I will introduce Ramseyer's paper, rebut major criticisms of his work, and put forward my own arguments.

In Section II, I provide an overview of how critics of Japan have reacted to Ramseyer's paper. Section III discusses the academic contributions made by Ramseyer's work. In Section IV, I offer rebuttals to Ramseyer's critics. Section V explains the *miuri* contracts through which women sold themselves and discusses how prostitutes with prior experience were recruited into the comfort stations. Section VI summarizes the discussion.

II. Anti-Japanese Slanders against Ramseyer's Paper

Since January 28, South Korean media have been energetically carrying reports on Ramseyer's paper, with many news organizations alleging that he had depicted comfort women as prostitutes. Korean society was whipped up into a fury of outrage.

For example, MBC, a national television network, did not hesitate to convey Koreans' angry responses, which included racist attacks accusing Ramseyer of being a “white Japanese.” He was labeled a “pro-Japanese collaborator” and a “spokesman for Mitsubishi,” which some Koreans believe is a corporation that committed war crimes. This kind of reporting reflects the saying “If you can't refute the message, kill the messenger.” A ludicrous situation developed in which a whirlpool of anti-Japanese sentiment swallowed up other issues.

Most Korean journalists did not even read Ramseyer's paper, or if they did, they did not understand it. The former is more likely. Early media reports on the issue tended to follow more or less the same script: much of the media essentially copied and pasted reports from the Yonhap News Agency. This isn't particularly surprising. Indeed, it is the norm in Korean journalism. Perhaps I am foolish to expect reporters to read Ramseyer's paper for themselves. Anyone wishing to offer solutions to the problem of comfort women may first have to give lessons to Korean newspaper reporters.

According to Ramseyer's paper, the contracts between comfort women and comfort station owners were basically indentured servitude contracts. This is the first point of Ramseyer's article. Critics may argue that Ramseyer assumes that the women signed contracts voluntarily, when in reality, Korean women were forcibly taken by the Japanese. But anyone wanting to make such an argument would need to present relevant evidence by showing proof of “forcible recruitment.” However, there is no evidence that forcible recruitment took place. It has been 30 years since the comfort women issue and the theory of forcible recruitment came to light, but not a shred of objective evidence has been found to support the theory that the women were taken by the

Japanese state.

The only thing that anti-Japanese critics in South Korea present as evidence to support their theory is the testimony of former comfort women who claim that they were forcibly taken by the Japanese military or police. However, it is difficult to trust this kind of testimony. Someone like Ramseyer who is not from Korea or Japan, and who is better positioned to view the matter objectively, would also probably agree that the testimony cannot be fully trusted.

One of the most prominent of the former prostitutes is Yongsoo Lee, who has worked to attack Japan through the issue of comfort women. She seems to think of herself as a hero of the anti-Japanese movement who struggled for national independence. But her testimony should not be allowed to pass as evidence. The same is true of much of the testimony given by other comfort women, as well as the activists and researchers who supported them. Not being able to criticize the contracts, they had no choice but criticize the messenger.

Ramseyer's argument is actually a historically objective fact: brothel owners did pay cash advances. To refute this, it would be enough to provide evidence that this was not the case. The same goes for the argument that comfort women became free and returned to Chosen (the Korean peninsula) when they had paid off their advances, or when they had completed their contracts. All critics need to do is to present evidence that says otherwise. However, anti-Japanese critics have not been able to do that, because such evidence does not exist. They couldn't even find errors or leaps of logic in this paper. All they could do is to disparage the messenger.

Those who have claimed that Ramseyer argues that comfort women were not sex slaves but prostitutes fail to understand the point of his paper and are misguided in their criticism. Ramseyer is not even the first person to talk about contracts, the existence of which is a well-known fact among historians who have studied the comfort women issue.

His article doesn't even mention the expression "sex slave." If you look at the details of the contracts discussed in his paper, you'll see that although the paper was not written to prove that comfort women were prostitutes, the contracts could be used to support the argument that comfort women were not sex slaves. It is this position that anti-Japanese critics wanted to criticize. But they couldn't find the historical and objective data to refute the argument of the paper and couldn't even clarify their own logic about the problem.

Another reason they are making a fuss about Ramseyer's paper has to do with a recent scandal about the malfeasance of Meehyang Yoon. Yoon is a member of Korea's National Assembly and was the representative of Jeongdaehyeob the most powerful anti-Japanese activist organization dealing with the comfort women issue. The comfort women movement was on the verge of losing its leading position in the anti-Japanese movement in Korea because of the scandal, and national trust in Jeongdaehyeob dropped dramatically.

In addition, Younghoon Rhee, a former professor at Seoul National University, presented convincing new data and explanations about comfort women in his books *Baniljongjokjuuiwau* (Anti-Japanese tribalism) and *Baniljongjokjuuiwau tujaeng* (Struggle against anti-Japanese tribalism),² which caused a stir in Korean society. According to Rhee, comfort women shouldn't be regarded as "sex slaves." Those on the other side, including anti-Japanese researchers and activists, did not know how to refute the arguments put forward in these books either.

The critics were therefore on the lookout for a pretext to fight back. When the *Sankei Shimbun* newspaper carried a report on Ramseyer's work, they seized the opportunity. They staged ad hominem attacks and strived to whip up anti-Japanese sentiment. As a result, most Koreans who did not know much about what was going on came to believe that the issue was a major controversy in the United States and Japan. However, Japanese media have been quiet

² Younghoon Rhee et al, *Baniljongjokjuuiwau* [Anti-Japanese tribalism] (Seoul: Miraesa, 2019); Younghoon Rhee et al, *Baniljongjokjuuiwau tujaeng* [Struggle against anti-Japanese tribalism] (Seoul: Miraesa, 2020).

about the paper. In the United States, there were only a few scattered complaints voiced by some students and scholars. Lawrence S. Bacow, the president of Harvard University, defended Ramseyer and his paper in the name of academic freedom, and *International Review of Law and Economics* continues to post the Ramseyer article online with an "Expression of Concern."

Perhaps some anti-Japanese critics might interpret this small-scale commotion in Japan and the United States as a great victory. But internationally, the incident marked their first failure in their attempts to attack Japan using the comfort women issue.

III. Ramseyer's Arguments

Academic articles start with an abstract and three to five keywords. In Ramseyer's article, the keywords are "prostitution" and "indentured servitude." In the economic history of Japan, it is well-known that female employees who worked at inns, restaurants, and brothels from the Edo period on were generally indentured laborers. They received a lump sum in advance—an amount that they couldn't dream of in ordinary circumstances—and in exchange, they worked for several years at their jobs. They received wages and gradually repaid the advance from their salaries.

A. Indentured Servitude Contracts

Some of the most well-known indentured laborers are the workers who immigrated to America from Europe in the eighteenth and nineteenth centuries. They were required to pay for their passage and food, which were costly for poor European workers. Essentially, employers in America paid for their travel expenses, and when the laborers arrived in America, they worked for their employers for about seven years on average.

Ramseyer identifies as indentured servitude contracts the agreements between brothel owners and prostitutes that were entered into before the Asia-Pacific War, as well as the agreements between comfort station owners and comfort women that were entered into during the conflict. Before comfort women began their work, brothel owners loaned large sums of money known as *zenshakukin* to prostitutes or their parents, and the women would pay off the advance over several years. The money that women earned from their customers, namely the *gyokudai* (sales), was split between the owner and the women according to a certain ratio, and the women used the *gyokuwari* (the portion of the money that belonged to the women) to pay back part of the advance they had received. In this contract, the woman is both the sales item and the seller at the same time, and she was typically the daughter of a poor farmer. The buyer was the brothel owner, and the woman's parents (mostly her father) became the joint borrower of the advance.

As with all good articles, Ramseyer's idea is simple. He first asks, "Why do contracts in the prostitution industry take this particular form?" Ordinary laborers first work and get paid later. So why is it that prostitutes and comfort women entered into a different type of contract, whose characteristics include a multi-year contract period, upfront advances, and shared earnings?

The answer is also simple. A woman who gets an offer to work as a prostitute faces a problem. She worries that working in prostitution will be fatal to her reputation. To compensate for this, the brothel owner offers very favorable conditions. But she cannot be sure whether he will keep his promise. How do you solve this problem? The brothel owner pays her a large amount of money in advance, known as *zenshakukin*.

The brothel owner also faces a problem. The nature of the industry makes it impossible to monitor whether his employees are working hard, since their labor takes place in a closed space. The owner asks himself, "I pay them generously, but will they work as they are supposed to? Will clients leave satisfied and come back to look for the same woman again?" The owner solves this problem by splitting the money earned from the sex services between himself and the women, according to a pre-agreed ratio. This will incentivize the women to do their best at their job, while

a regular salary would only discourage them from working hard. This is another of the points of Ramseyer's article.

The framework of Ramseyer's analysis is game theory. According to game theory, the best way to get someone to believe my promise is to demonstrate that keeping the promise is in my best interests. Keeping the promise of paying high wages benefits the brothel owner because it allows the prostitute to repay her advance quicker. Prostitutes are motivated to work hard by the terms of their contracts, by which they share the income from their sex services with their employers at a certain rate. By agreeing on this share of the proceeds from her "sales," a prostitute demonstrates to the brothel owner that it is in her best interests to keep her promise to work hard. Both sides believe each other's promises, and the indentured servitude contract as described above becomes reality.

B. Improvements in the Working Conditions of Comfort Women

In all societies, sex work is known to be arduous and severely damaging to a sex worker's reputation. In return, sex workers earn high incomes. The same was true of the prostitutes who worked in Japanese brothels before the Asia-Pacific War and of the military comfort women during the conflict. According to Ramseyer, improvements in the treatment of comfort women can be seen in the contracts they signed with the owners of the comfort stations. The better working conditions came about because comfort women were working in a dangerous war zone.

Several factors motivated brothel owners to provide more favorable conditions for comfort women in wartime. First, a comfort woman had to take the risk of being killed or injured in a battle zone, unlike someone working in the interior of Japan and Chosen. Second, if the brothel owner violated the contract, she faced the risk of having fewer means to get herself out of her predicament. Prostitutes in Tokyo or Seoul could turn to their friends, the police, or courts for help, or simply disappear into the city crowds, if need be. Comfort women working in a foreign war zone did not have this choice.

This high level of risk needed to be compensated by correspondingly high pay. A similar pattern is found in the wartime labor mobilization (including conscription) of men in colonial-era Korea, which took place after September 1939. In the 1920s and 30s, wages for Koreans working in Japan were just over half of the wages paid to Japanese. However, after the mobilization began, wage differentials due to non-economic reasons, such as ethnic discrimination, became almost nonexistent, though pay did vary based on individual ability. This is because the Japanese government, facing labor shortages, banned discrimination. Ironically, during the war, working conditions for Korean workers became much better.³

According to Ramseyer, in the mid-1920s, advances for prostitutes in Japan were about 1,000 to 1,200 yen. In those days, the daily wage of a typical female factory worker was less than 1.5 yen.⁴ In addition, unlike female factory workers, prostitutes were provided with meals and housing. In an environment characterized by a low level of economic development and a high Engel's coefficient, the provision of meals and housing further widened the wage gap between prostitutes and other occupations. Given these circumstances, advances paid to comfort women might have been more than 1,000 times greater than the daily wage of female factory workers.

Ramseyer argued that even after the start of the war, there was no significant change in the size of the advances. Rather, the indenture period was reduced. In the case of prostitutes, the common contract period was six years in Japan and three years in Korea, while it was two years

³ Woo-youn Lee, "Korean Coal and Metal Mineworkers Mobilized in Wartime Japan: The Question of Wages and Ethnicity," *Japan Review* 1, no. 3 (2018): 26–59.

⁴ Naknyeon Kim, "Jeonjeon (1900–39) Ilbonui Siljirimgeumgwa Imgeumgyeokcha" [Real wages and wage differentials in Japan], *Geongjebaljeonyeongu* 2 (2011): 141–170.

for those in comfort stations for military personnel. There were also cases where contracts were for just six to twelve months, as was the case for comfort women in Burma. Military comfort women could also leave the comfort station when the contract period was over, regardless of whether their advances had been paid off in full or not. This shortened indenture period would make it easier for them to return home.⁵

The division of the earnings also became more favorable to women, according to Ramseyer. If the earnings were shared in a ratio of 7:3 for ordinary prostitutes, it became 6:4 for comfort women. In some cases, a 4:6 ratio was adopted, whereby the comfort women got to keep more than the brothel owner. As a result, there were comfort women who returned home after paying off their advances in just a few months.⁶ I would add that the number of soldiers serviced by comfort women was generally higher than the number of ordinary citizens serviced by prostitutes, so the income of military comfort women was significantly higher.

In 1925, prostitutes in the brothels of Tokyo serviced an average of 2.5 people per day. However, on the military front, there was always a shortage of comfort women. The Japanese military also imposed strict hygiene practices to prevent sexually transmitted diseases and required the use of condoms. The military prohibited public access to comfort stations, while forbidding soldiers from visiting other private brothels. These policies meant that the comfort women had better health and higher incomes than other prostitutes. Some people claim that after the end of the war, comfort women were not able to collect the wages they were owed from the military. But it is likely that such cases were exceptional. There would have been far more comfort women who returned home before the end of the war, and most comfort women would have been spared from the disorder right after the end of hostilities. In conclusion, comfort women faced higher risks but earned higher incomes compared to pre-war prostitutes.

IV. Criticisms of Ramseyer's Paper and Rebuttals to Ramseyer's Critics

A. Korean Recruiters vs. the Japanese State

After launching ad hominem attacks against Ramseyer, the Korean media reported criticisms about the contents of his paper by conveying the opinions of a number of researchers in the fields of Korean and Japanese history.

The researchers first criticized Ramseyer's insistence that the responsibility of Korean recruiters was greater than that of the Japanese state. The critics denounced this passage in his paper:

It was not that the government—either the Korean or the Japanese government—forced women into prostitution. It was not that the Japanese army worked with fraudulent recruiters. It was not even that recruiters focused on the army's comfort stations. Instead, the problem involved domestic Korean recruiters who had been tricking young women into working at brothels for decades.

Of course, Korean recruiters were responsible. The Japanese government and military were wary of recruiting comfort women through employment fraud and human trafficking because

⁵ People usually assume that the comfort women were able to return home only after the end of the war. But this line of thinking is heavily influenced by the argument that women were forcibly recruited and that they were sex slaves. From 1937 to 1945, when the comfort stations were operating at their full extent, many comfort women would have returned to their home country even before the end of the war. Those who were still working until the end of hostilities would have been a minority.

⁶ Profit-sharing ratios are discussed by Ikuhiko Hata. See Ikuhiko Hata, *Comfort Women and Sex in the Battle Zone*, trans. Jason Michael Morgan (Lanham: Hamilton Books, 2018), 99.

this could damage Japan's reputation. Because of this, the Japanese military and the Government-General of Chosen tried to crack down on such recruiters. Still, it is true that the Japanese government and military were involved in the establishment and operation of comfort stations. Is this Japan's fault? Yes. People and governments everywhere make mistakes. But this is where historical comparisons would be useful.

The United States, with its strong Puritan tradition, is famous for its dualistic attitude toward sex in war zones. Since 1941, the U.S. has officially maintained the principle that "soldiers are not allowed to contact prostitutes in any area." After venereal diseases became a problem due to soldiers' contacts with local prostitutes, in 1942, the Surgeon General of the Army sent 150,000 boxes of condoms and 310,000 cases of disinfectant to the front.⁷

During the Vietnam War, the largest war fought by the United States since World War II, the United States took a more realistic stance. For example, there were two buildings housing "recreation centers" at the U.S. military camp in Lai Khe, where 60 Vietnamese women had room and board. They worked in 60 private rooms. The sales were split in a 6:4 ratio between the proprietor and the women. Army medics checked the women every week for venereal disease, and women who passed their medical exams got a sign on their door that said they were safe. Places such as this, which were called "Disneylands," were supervised by brigade commanders, and even the Pentagon turned a blind eye to them. Doesn't this sound familiar? Indeed, this reminds us of Japanese comfort stations.⁸

In World War II, Germany also had comfort stations very similar to those of Japan, with about 500 comfort stations in place in 1942. In the same year, the number of Japanese comfort stations was about 400.⁹

Ramseyer describes the relationship between comfort women and owners of comfort station as contractual. The key point in researchers' criticisms of his paper was that he failed to present contracts—that is, literal "sheets of paper" with the terms of the contracts. According to law textbooks, a contract is an agreement, and the contract sheet is only proof of the contract. Critics do not seem to consider that the present issue in question concerns not the written contract but the contract itself.

In part, these criticisms may have arisen from an insufficient understanding of the cultural differences between the West and Korea. While the West had a culture of documenting agreements in writing, people in Chosen relied heavily on oral contracts.

B. Forcible Recruitment and Kidnapping-Trafficking

The critics of Ramseyer's paper argued that since there were no written contracts, no contracts were agreed to at all. They have their own reasons for arguing in this way. They believe that Korean women did not become comfort women based on contracts, but through forcible recruitment by Japanese soldiers, police, and officials. "How can we talk about contracts when women were recruited forcibly against their will?" is the question they will usually ask.

The critics believe there is an abundance of evidence that supports their positions. There

⁷ Hata, *Comfort Women and Sex*, 130–131.

⁸ Hata, *Comfort Women and Sex*, 238–239.

⁹ Hata, *Comfort Women and Sex*, 121.

are “testimonies” of former comfort women who are “victims.”¹⁰ As a defendant, Seiji Yoshida confessed his “war crimes” for himself.¹¹ Japanese military documents were “discovered” by Yoshiaki Yoshimi in 1992.¹² The Kono Statement of 1993 expressed the Japanese government’s “apology.”¹³ Reports by international organizations, such as the International Commission of Jurists (ICJ) and Amnesty International, agreed that Japan had carried out the forcible recruitment of Koreans. The United Nations Human Rights Commission adopted the so-called Coomaraswamy Report in 1996.¹⁴

However, contrary to the belief of the critics, the only “evidence” that has survived is the testimony of comfort women. The rest of the so-called evidence is either fictional, a mere expression of personal views, or relies on comfort women’s testimonies.

Reports released by international organizations, for example, the Coomaraswamy Report, are based on the testimony of comfort women and that of Seiji Yoshida, documents of the Japanese military, and the Kono Statement. The Japanese government released the Kono Statement under pressure in circumstances in which almost everyone believed that testimonies of victims and perpetrators existed, as well as military documents to back up the statements.¹⁵ Since 1992, it has been proven that the military documents that were found were in fact irrelevant to the claim of forcible recruitment.¹⁶ No additional documents have since been found.

Furthermore, Seiji Yoshida’s *My war crimes* turned out to be a work of fiction.¹⁷ As a result, the *Asahi Shimbun* newspaper had to retract 12 articles that were based on Yoshida’s statements—a distressing stepdown for a newspaper with one of the largest circulations in Japan. Although there might seem to be an abundance of evidence, therefore, the reality is that practically every piece of evidence has been refuted, and the only evidence that remains is the testimony of comfort women.

The remaining question then is whether the claims of “forcible recruitment” by former comfort women are credible. Most of their testimonies in the early 1990s, when the women first came forward, had nothing to do with forcible recruitment. At the time, they testified that they became comfort women through employment fraud committed by Korean recruiters, or through

¹⁰ Jeongdaehyeob (Hanguk Jeongsindae Munje Daechaek Hyeobuihoe [Korean Council for Compensation from Japanese Military Sexual Slavery Victims]) and Hanguk Jeongsindae Yeonguhoe [Korean Research Association of Japanese Military Sexual Slavery], *Junggugeuro Kkeullyeogan Joseonin Gunwianbudeul (1)* [Korean Military Comfort Women hauled into China (1)] (Seoul: Hanul, 1995). These are relatively early testimonies. Since then, there have been too many testimonies reported in the media to list them all. Many comfort women changed their testimonies, for example, from “my father sold me” to “Japanese soldiers forcibly took me to a comfort station.”

¹¹ Seiji Yoshida, *Watashi no senso hanzai: Chosenjin kyoseirenko* [My war crimes: The forced removal of Koreans] (Tokyo: Sanichi Shobo, 1983).

¹² Hata, *Comfort Women and Sex*, 1–3.

¹³ Ministry of Foreign Affairs of Japan, “Statement by Chief Cabinet Secretary Yohei Kono on the Result of the Study on the Issue of ‘Comfort Women,’” August 4, 1993. Accessible at: <https://www.awf.or.jp/e6/statement-02.html>.

¹⁴ United Nations, Commission on Human Rights. “Report of the Special Rapporteur on Violence Against Women, Its Causes and Consequences, Ms. Radhika Coomaraswamy, in accordance with Commission on Human Rights resolution 1994/45”; “Report on the Mission to the Democratic People’s Republic of Korea, the Republic of Korea and Japan on the Issue of Military Sexual Slavery in Wartime,” E/CN.4/1996/53/Add.1. January 4, 1996. Available online at: <https://www.awf.or.jp/pdf/h0004.pdf>.

¹⁵ Tsutomu Nishioka, *Yoku wakaru ianfu mondai* [The comfort women issue—an easily understood explanation] (Tokyo: Soshisha, 2012), 25–31.

¹⁶ Hata, *Comfort Women and Sex*, 1–5.

¹⁷ Hata, *Comfort Women and Sex*, 181–186.

human trafficking that was tolerated by their parents.

But when the comfort women issue became a social, political, and diplomatic problem between South Korea and Japan, they started to change their statements. They began to claim that they were “forcibly recruited.” Their testimony became politically contaminated.

Let’s take a look at an example. Yongsoo Lee, a former comfort woman, appeared on KBS television on August 15, 1992. When the program host asked her how she became a comfort woman, she answered as follows:

I was 16. I had no clothes, no food. Then someone gave me a dress and a pair of shoes, telling me to come with him. So I followed him, excited, without thinking about anything else.

Here, she speaks of a typical kidnapping case involving a recruiter of a comfort station who was evidently Korean.

However, on February 16, 2007, when she appeared as a witness at a hearing on Japanese military comfort women in the United States House of Representatives, she spoke differently, and contributed to the resolution condemning Japan.

Soldiers and the girl came in, held my shoulders like this, covered my mouth with one hand, and the soldier stabbed me in the back with something. I got dragged away at night.

As can be seen here, the first problem with the testimony of comfort women is that their statements are inconsistent. However, the more important problem is that there is no objective proof supporting their testimony. There are no official documents that point to “forcible recruitment” by Japanese authorities. There are no records left by the families, relatives, or neighbors of these comfort women dated before 1992 that attest to the alleged abductions. For that matter, there have been no verified statements after 1992 either. Jeongdaehyeob (the Korean Council for Compensation from Japanese Military Sexual Slavery Victims) should have investigated the “forcible recruitment” of the women in their hometowns and announced the results after 1992.¹⁸ But we do not know whether Jeongdaehyeob conducted such investigations, or whether the organization covered up the findings of any investigations, if indeed they were carried out.¹⁹

According to news reports, a leading critic of Ramseyer, Alexis Dudden, a professor at the University of Connecticut, argued, “If there is no documentation to support the claim, if there is no evidence, the claim is not true,” and called Ramseyer’s arguments a “total fabrication.” In turn, I would like to ask Professor Dudden if she thinks the testimony of comfort women would pass muster by the same standard of evidence that she insists on.

If not through forcible recruitment, how did Korean women become comfort women? One method was employment fraud, in which Korean recruiters pretended to offer good jobs (for example, work at factories) to lure women. In such cases, contracts might have been unnecessary. Upfront payments smaller than those in comfort women contracts may have been paid, and in others no payments may have been made. The recruiter then typically sold the woman to a

¹⁸ Nevertheless, advocates of the forcible recruitment theory claim that 200,000 women were taken to Japanese military comfort stations. Yet they have not been able to present a single piece of evidence for their claims over the last 30 years.

¹⁹ Jeongdaehyeob has collected at least several billion won (several million dollars) in government grants and private donations since around 1990. Meehyang Yoon, a sitting lawmaker in the National Assembly and the former representative of Jeongdaehyeob, was prosecuted in September 2020 and was tried on charges of accounting fraud while at Jeongdaehyeob. Because of this case, Jeongdaehyeob lost the trust of many people and the organization faced the greatest crisis in its history.

recruiter or owner of a brothel in exchange for an advance. This chain of events constitutes illegal human trafficking. Criminal acts that combine the kidnapping of a woman and human trafficking are properly called acts of “kidnapping-trafficking.” Such crimes were subject to police crackdown even before the war because thousands of Koreans were working as professional recruiters to carry out kidnapping-trafficking—a situation that lasted until the end of the war.²⁰

Someone who committed kidnapping-trafficking could be punished under Articles 224 to 228 of the Japanese Criminal Code. The Japanese Criminal Code became applicable to Chosen through the 1912 Ordinance on Penal Matters in Korea (*Chosen keijirei*). Here are the relevant provisions of the Criminal Code, specifying the crimes for which a person could be punished:

Article 224: A person who abducts or kidnaps a minor...

Article 225: A person who abducts or kidnaps someone for profit, lewd purposes or marriage...

Article 226: A person who abducts or kidnaps someone for the purpose of transporting the person outside the empire...

Article 227: A person who trades someone for the purpose of transporting the person outside the empire or transports the kidnapped or the traded outside the empire...

Article 228: A person who accepts or hides the kidnapped or the traded for the purpose of aiding the person who commits the preceding three crimes...

When women travelled from Korea to a comfort station in foreign territory, they needed several official documents. Firstly, any traveler from Korea going to places such as China or Southeast Asia needed to have an identification card issued by a police chief in Korea, for which the purpose of the trip needed to be made clear.

The procedure was much more complicated and difficult for prospective comfort women. The items that were required to be submitted included:

- A job application form filled out by the woman and the brothel owner, called the “temporary hostess employment permission form”
- Two photos
- A job approval letter signed by the woman and the head of her family
- Seal certificates of the related parties
- A copy of the woman’s family register.²¹

The job approval letter, seal certificates, and family register copy could only be obtained or completed by the woman or her parents. In addition, an investigative report by a Japanese consulate official confirming the woman’s will to work as a comfort woman was required. In the case of illegal recruitment, preparing these documents would have been difficult and expensive, even if they were forged.

Furthermore, the owner of a comfort station could face problems even after the woman arrived at the comfort station. The military units in charge of monitoring the stations carried out checks to see whether each comfort woman was fully aware of what her job entailed. In fact, there were cases in which the military sent women back home after learning that they had been deceived into coming to work at comfort stations.

²⁰ Rhee et. al., *Baniljongjokjuui*, 286, 298.

²¹ Naimusho Keihokyoku, “Shina toko fujo ni kansuru ken ukagai” [Inquiry into women traveling to China], November 4, 1938.

The Hankou brothel, the largest in China affiliated with the Japanese military and one of the most thoroughly documented, was supervised by the Comfort Department within the logistics headquarters of Japan's 11th Army. Seikichi Yamada came there as a comfort clerk in February 1943 and left detailed records of the comfort station. Yamada also described in detail the procedures for registering a new comfort woman. Upon arrival, a photo, family registry, written oath, and identity documents issued to her by local authorities were to be submitted to the Comfort Department. Based on the items, an investigation was carried out into aspects of the woman's history such as past jobs held, parents' address and occupations, family make-up, and amounts of cash advances. When asked by comfort clerks, "It's very difficult work to do, can you bear it?" most new hires answered that they fully understood the situation. The women seemed to have been well briefed by recruiters or brothel owners about what the job would entail.

But there were also accidents. In 1944, 30 women led by two Koreans arrived at the Hankou station. A woman cried and said, "I was promised that I would be working at a club for army officers. I didn't know I would be here as a comfort woman." Military officials ordered the station owner not to employ her and had him find a suitable job for the woman. A military doctor who witnessed the incident, recalled, "It seems a pimp of some kind used honeyed words to recruit her."²²

C. "There is no written contract"

Numerous people have criticized Ramseyer for not having presented written contracts as evidence in his article.²³ However, according to law textbooks, the essence of contracts is the "meeting of the minds," and written contracts are only evidence of such an agreement.

As an example, let us take a look at the testimony given by a former comfort woman which shows us that written contracts existed. The following testimony is from *Junggugeuro Kkeullyeogan Joseonin Gunwianbudeul (2)* (Korean military comfort women hauled into China (2)). The person who testified is Byungsook Hyun, a former comfort woman.²⁴

²² Hata, *Comfort Women and Sex*, 76–78.

²³ For some essays criticizing Ramseyer's work from a historical perspective, see the following. Alexis Dudden, "The Abuse of History: A Brief Response to J. Mark Ramseyer's 'Contracting for Sex'"; Andrew Gordon and Carter Eckert, "Statement"; Tessa Morris-Suzuki, "The 'Comfort Women' Issue, Freedom of Speech, and Academic Integrity: A Study Aid"; Amy Stanley, Hannah Shepherd, Sayaka Chatani, David Ambaras and Chelsea Szendi Schieder, "Contracting for Sex in the Pacific War: The Case for Retraction on Grounds of Academic Misconduct," all of which are in *The Asia-Pacific Journal* 19, no. 5 (2021). The articles are all available at <https://apjif.org/2021/5/ToC2.html>.

Michael Chwe, who works as an economist in the United States, drafted an online statement criticizing Ramseyer's paper. Chwe's statement has been signed by economists around the world, especially in the United States, with 3,665 signatures as of September 14, 2021. The statement, Michael Chwe, et. al., "Letter by Concerned Economists Regarding 'Contracting for Sex in the Pacific War,' in the *International Review of Law and Economics*," is at: <http://chwe.net/irle/letter/>. A Frequently Asked Questions supplement about the letter is available at: https://docs.google.com/document/d/1UMg_XLMOs6J999LTghDhAwh3DZuFaB5KCoSkFGSITWc/edit

The following article criticizes Ramseyer's work from a legal perspective. Yong-Shik Lee, Natsu Taylor Saito and Jonathan Todres, "The Fallacy of Contract in Sexual Slavery: A Response to Ramseyer's 'Contracting for Sex in the Pacific War,'" *Michigan Journal of International Law* 42, no. 2 (2021). You can read it at <https://repository.law.umich.edu/cgi/viewcontent.cgi?article=2108&context=mjil>

²⁴ Hanguk Jeongsindae Yeonguso [Korean Institute of Japanese Military Sexual Slavery], *Junggugeuro Kkeullyeogan Joseonin Gunwianbudeul (2)* [Korean military comfort women hauled into China (2)] (Seoul: Hanul, 2003), 284–288.

Joonchul Bae (Questioner): Then you got paid money to go to the hostess bar?

Byungsook Hyun: I got paid 500 yen for the term of two years. I gave my mother and father the 500 yen. Then, I thought if I just did nothing, I wouldn't be able to do anything for my family. I thought I would go to another place and get paid again and give the money to my mother and father. I did not live in the countryside anymore.

Hyun had already worked as a prostitute at a hostess bar. After her elder brother told her she should get married, she chose to make money instead. So she went to find a recruiter.

Byungsook Hyun: I went to find this guy, Park, and so I went to Pakchun to find him.... When I go to this inn, I said, "I hear someone came to buy girls. Is he around?"

They tell me, "It's that inn over there. I heard someone came from China to buy girls, go check it out."

So when I go, there's a man sitting there. "Did you come to buy girls?"

"Yes. But how can a maiden as small as you...?"

I said, "I've been to China to make some money."

Joonchul Bae: But did you know what you would be doing in China when you went there?

Byungsook Hyun: Yes, I knew. I went knowingly.

Joonchul Bae: Did you know that you would have to receive a lot of Japanese soldiers, too?

Byungsook Hyun: Yes, I knew.

She knew very well what the man who "buys girls" was gathering women for. Next, she negotiates the contract terms.

Joonchul Bae: Did you hear all about that from somewhere?

Byungsook Hyun: You hear these things around.... I went looking for the right place. So when I asked him if he would buy, he said he would.

So he asked me how much I would like.

When I said, "My mother and father are in difficulties, how much would you give me for the term of three years?" he said, "I'll give you 2,000 yen."

So I said, "If you give me 2,000 yen, that's not even 1,000 per year. Give me 1,000 yen more."

He said, "Sure, take 3,000 yen and go home and get consent from your mother and father."

In order to get a job as a comfort woman, a woman needed her parents' approval. In this case, the father initially refused, but eventually gave his consent in the face of the woman's

importuning. Of course, the father also knew what she would be doing:

Joonchul Bae: Ah, you got the seal?

Byungsook Hyun: Yes, of course, he said, “if you bring either your mother or father, I will give you money.” He even asked me to get seals from my grandmother and grandfather. It was tough then.

Joonchul Bae: How old were you then?

Byungsook Hyun: I was probably about 16, because I also worked at a bar for two years. They said I should also get seals from my grandma and grandpa. I mean, there’s no way my grandma and grandpa would give me their seals. So I beg my father, who trusts me: “Dad, there’s a guy who came to buy girls and he’s offering this much, and I’ll go far away to make money.”... I wanted to see him live well. I just wanted him to be able to use money and eat what he wanted... “Dad, talk to him for me.”

In this case, an upfront advance was only paid in the presence of a woman’s parents. But in return, parents and grandparents needed to give their consent as well as their seals. If this is not a contract, then what is it? In the contract, parents even added a condition that their daughter should not be sold to another place.

Byungsook Hyun: Father said, “If you insist, I’ll talk to him for you.” So we put down my mother’s name and father’s name and put their seals on them.

“But they tell me I need seals from grandma and grandpa, too. What should I do, dad?”

“Then I’ll write it.”

So my dad wrote it and put the seals of grandma and grandpa, then we got all the agreements.

My father said, “Since I sold my daughter to you, you can’t sell her to someone else again.”

He answered, “That was the promise.... That’s up to you.... Then, it shall be that way. Let’s go.”

Her father said he would “write it,” and he actually wrote and stamped it. A contract was what he wrote and stamped. That is how Hyun came to be a prostitute. At the first place she went to, she did not have many customers. She blamed it on her appearance. So she went to Fèngtiān, China, again.

Byungsook Hyun: As for me, I couldn’t get a single client over there. I’ve got an ugly face. Clients want pretty girls. Who would choose an ugly one? There are lots of girls there. About 20 to 30 women. They are all from Chosen.

To the son of the guy who bought me, I said, “If I stay here, I won’t be able to pay my debt. Take me somewhere else.”

“But in the contract, your father said I couldn’t sell you to someone else.”

"If I consent to it myself, what is the problem?"

"In that case, let's go to Fèngtiān. Let's go by the agency and if someone chooses you, I'll receive that money."

"Do you want to receive interest?"

"I won't take any interest. Just make something of yourself and go back home."

She talks about "my debt," which is an advance in an indentured servitude contract. "That money" was also a reference to the advance. The man reminds her that according to the contract, her father had made it clear the owner couldn't sell her again to someone else. That is, prohibitions on resale could be written into the contract. Here we can also observe the process by which contracts on prostitutes were resold. The bonds on the wage advance were transferred to the new owner. In some cases interest was paid, and in others interest payments were forgiven. The brothel or comfort station in Fèngtiān was used by both civilians and Japanese soldiers.

Joonchul Bae: Ma'am, what kind of clients came to the house?

Byungsook Hyun: Soldiers, ordinary individuals, many types of people came.

As she couldn't make money in Fèngtiān either, Hyun decided to follow the Japanese army on her own and moved to Bengbu in Anhui Province. The owner of the comfort station there was also Korean.

Byungsook Hyun: I said I couldn't stay there. I was going to make money after all, and I would follow the army and earn money in the countryside. So I got chosen in Fèngtiān again and came to Bengbu.

Joonchul Bae: So at that time, your debt of 3,000 yen was transferred to the owner in Bengbu then?

Byungsook Hyun: Yes.

Joonchul Bae: The owner in Bengbu was also Korean?

Byungsook Hyun: Yes. They were all Koreans.

She moved from somewhere in China to Fèngtiān, then to Bengbu. The first place she went to seems like an ordinary brothel, but there aren't many details about it. Her workplace in Fèngtiān catered to both soldiers and civilians, and it seems that the place in Bengbu was a comfort station exclusively for the Japanese military.

If the first place was an ordinary brothel, this would mean that it was quite simple for an ordinary prostitute to become a military comfort woman. All it took was being "transferred" to a new comfort station. Just like in the resale of prostitutes among brothel owners, the owner of the brothel simply resold her to a military comfort station.

In the example discussed above, the former comfort woman and her parents signed a contract. Her parents and grandparents signed, too. The contract terms included the negotiated

amount of the advance, the contract period, and the conditions for a resale.²⁵

The example above concerns China and Manchuria, but other places were similar. The Japanese occupation forces in Malaya had regulations about comfort stations with dozens of extremely detailed clauses. The sixth clause read, “When an operator wishes to employ a woman, a written employment contract must be entered into, which must be approved by the regional commanding officer.”²⁶ From the perspective of the Japanese military, comfort women were important resources for preventing venereal disease, deterring sex crimes, and maintaining morale. The Japanese military monitored owners of comfort stations to ensure that they complied with the contracts and worked to discourage them from exploiting the comfort women. The prerequisite of such a system was the existence of written contracts.

In the face of this evidence, are critics still going to insist that contracts or written contracts did not exist?

V. Where Did Comfort Women Come From?

A. *Miuri*

A *miuri* contract is a type of indentured servitude contract that was entered into between a woman’s parents and the owner of a comfort station (or a recruiter acting on behalf of one of the parties) in the prostitution industry. In Japanese, *miuri* literally means “body sale.” As a contract for the recruitment of women, in a *miuri* contract, the parents intentionally transferred their daughter into prostitution. The operator of the house of prostitution, as the buyer, gave the parents a cash advance. The woman repaid the advance out of her salary, while working in the prostitution industry for a number of years during her contract. When she had repaid all of the advance and the period came to an end, she regained her freedom. Instances of *miuri* were much more frequent than “kidnapping-trafficking,” not to mention forcible recruitment. *Miuri* was legal, but the latter practices were illegal. To my regret, Ramseyer didn’t use the term *miuri* in his paper. I don’t know why.

When it comes to transactions concerning persons, it is a misunderstanding to think of *miuri* as being the same as transactions involving slaves or Chosen “*nobi*,” through which a person, for example a young woman, was permanently transferred to the ownership of someone else. Although *miuri* is a Japanese practice dating to the Tokugawa era, Koreans during the colonial period equated *miuri* with “human trafficking,” so we should be careful about our terminology.

In Chosen, trading practices or concepts corresponding to *miuri* have not been found. Japanese systems were implanted in Chosen around 1900, and took root during the colonial period. Japan and Chosen shared similar social and legal backgrounds. In both countries, women’s rights were weak, the rights of the patriarch were strong, and systems of licensed prostitution were in place.

There are many cases in Chosen in which a daughter, a son, the head of a family, or a whole

²⁵ Haksun Kim is famous for being one of the first persons to announce she had been a comfort woman. In 1991, she testified, “My mom got 40 yen from my foster father and made me live in that house (Pyongyang, Chosen) with a contract for several years.” It is clear that there was a contract, but unclear whether the contract was in writing. (Jeongdaehyeob and Hanguk Jeongsindae Yeonguso, *Gangjero Kkeullyeogan Joseonin Gunwianbudeul(1)* [Forcibly Recruited Korean Military Comfort Women(1)] (Seoul: Hanul, 1993), 34.) There may have been cases in which the persons concerned only entered into oral contracts. But it is clear that these cases involved valid contracts. This is because when a woman and her family entered into a contract in Korea, all of them were fully aware that she would be receiving Japanese soldiers in China.

²⁶ Hata, *Comfort Women and Sex*, 98.

family were sold as *nobi*, a kind of slave. This custom is called *jamae* (meaning “selling oneself”). Like other slaves and “*nobi*,” the social status of *jamae nobi* was legally inherited. Documents used in transactions of *nobi* stereotypically used phrases such as “serving their owners until death” or “selling themselves (or their families) forever,” which is an important difference from a *miuri* contract. In Chosen, *jamae* trades were frequently carried out in the eighteenth and nineteenth centuries. The last contract for *jamae* was concluded in 1910.²⁷

According to newspapers in colonial-era Korea, illegal human trafficking and *miuri* of young women were commonplace and became serious social issues. In the mid-1930s, Japan went through a similar situation. An important trigger behind the abortive coup of February 26, 1936, was the abysmal situation faced by soldiers from rural areas, where financial conditions were so bad that their sisters were being sold into prostitution. A Korean comfort woman once said that she hated her father more than the owner of the comfort station because her father had sold her.

From the parents' point of view, the money given to them by recruiters of the comfort station was the price they received in exchange for their daughter. But from the perspective of the recruiters, this money was an advance which they would get back. Transactions of young women were at the boundary between illegal human trafficking and legitimate *miuri*. Transactions involving young women were so rampant as to become a social issue leading to investigations and prosecutions. But most of the persons suspected of illegally trafficking in women were found not guilty by the authorities.

About 90 percent of the suspects arrested by police for abduction or kidnapping in colonial-era Korea were sent to prosecutors. But only a few suspects were charged or tried. A total of 40,553 suspects were sent to prosecutors in 1924–1941, but only 2,506 were charged. From 1924 to 1943, as many as 87.5 percent of those arrested by police were not prosecuted; 85 percent of those tried were convicted and sentenced to prison. In short, only about 10 percent of those arrested by police for abduction or kidnapping were tried and convicted.²⁸ This shows that legitimate *miuri* contracts were selected for use much more frequently than resorting to illegal kidnapping-trafficking.

At the same time, we can reasonably deduce that people who were signing *miuri* contracts with recruiters or owners knew exactly what their daughters would do. Even in cases in which there were no explicit written contracts, if parents knew the facts, their agreements were indisputably contracts. Critics of Ramseyer seem to be unaware of or uninterested in these details about Korean prostitution.

B. From Prostitute to Comfort Woman

The other important contracts signed between comfort women and recruiters or owners of comfort stations would be the ones by which existing prostitutes in Chosen, China or elsewhere were recruited. This aspect of recruiting is the one most neglected by researchers, but it may be the most probable route through which someone became a comfort woman. There were about 10,000 Korean prostitutes in Chosen, according to one count by the Government-General. In addition, there were about 8,000 Korean prostitutes in areas where Korean people had a presence, such as in China and Manchuria, which became war zones.

These are the numbers of licensed prostitutes who were identified and permitted to work by government agencies. There may have been more unlicensed prostitutes than licensed ones.

²⁷ Jaeho Kim, “Jamaenobiwa Ingane Daehan Jaesangwon 1750–1905” [Jamae slave and property rights to human beings], *Gyeongjesahag* 38 (2005): 3–39; Wooyoun Lee and Myongsoo Cha, “Joseon Hugi Nobu Gagyeogui Gujowa Sujun, 1678–1889” [Structure and levels of slave prices in late Chosen Korea, 1678–1889], *Gyeongjehag Yongu* 58, no. 4, (2010): 99–132.

²⁸ Younghoon Rhee et al., *Baniljongjokjuuwai tujang* [Struggle against anti-Japanese tribalism] (Seoul: Miraesa, 2020), 41–42.

Even in the center of Seoul, there were several famous districts of unlicensed brothels. What was needed to convince these prostitutes to start working as comfort women was to inform them that their new jobs would be accompanied by higher risk, but would allow them a higher income than their current jobs.

From the recruiter's point of view, hiring existing prostitutes meant that he did not have to take the risks that accompanied kidnapping-trafficking, not to mention "forcible recruitment." From the prostitute's point of view, becoming a military comfort woman did not further impair her social reputation. Many women took pride in being able to comfort soldiers. Japanese military officers and soldiers were not in a position to question where comfort woman came from, and they generally did not raise such questions. With these factors in mind, the first target of recruiters or comfort station owners would be existing prostitutes from Chosen and other countries.

In 1984, before the issue of comfort women became politicized, Gunho Song described how prostitutes were recruited. Song, who served as the president of the *Hankyoreh* newspaper, the most left-wing and anti-Japanese media organization in Korea, was born in 1927 and grew up in colonial-era Korea. The following is a passage from his book *Nittei shihaika no Kankoku gendaishi* (Modern Korean history under Japanese rule).

After the invasion of Nanjing at the end of 1937, around the beginning of the operation for Xuzhou, the Japanese authorities instructed brokers in Chosen to transfer to China many women who were working as prostitutes due to poverty. Placing them in Japanese military facilities called "comfort stations," "temporary comfort stations," or "army recreation centers," they made them into playthings of Japanese soldiers.²⁹

There exists testimony that describes the circumstances of how comfort women were recruited. It is found in the U.S. military's records of an interrogation of three Korean civilian workers who had been working for the Japanese navy before being captured as prisoners of war in 1944. The questions in the records:

Do Koreans generally know about the recruitment of Korean girls by the Japanese Army to serve as prostitutes?

What is the attitude of the average Korean toward this program? Does the PoW [prisoner of war] know of any disturbance or friction which has grown out of this program?

The answers were as follows:

All Korean prostitutes that the PoWs have seen in the Pacific War were volunteers or had been sold by their parents into prostitution.

This is proper in the Korean way of thinking but direct conscription of women by the Japanese would be an outrage that the old and young folks alike would not tolerate. Men would rise up in rage, killing Japanese no matter what consequences they might suffer.³⁰

²⁹ Gunho Song, *Nittei shihaika no Kankoku gendaishi* [Modern Korean history under Japanese rule], trans. Chanho Pak (Tokyo: Futoshia, 1984), 345–346.

³⁰ U.S. War Department, Military Intelligence Service, Captured Personnel and Material Branch, "Composite Report on Three Korean Navy Civilians, List No. 78, Dated 28 Mar 45, RE 'Special Questions on Koreans,'" 3. Available online at: <https://archives.seoul.go.kr/item/49>.

Their replies first suggest there was no forcible recruitment of women by the Japanese, nor could such dragooning exist. Secondly, the people who were questioned explicitly call comfort women “prostitutes.” Thirdly, there were two common ways through which one became a comfort woman. Both entailed voluntary contracts. When the woman was living with her parents, the contract was a *miuri* agreement. When the woman was already working as a prostitute, she would go to a comfort station by being resold, an example of which was given above. Existing prostitutes could decide what to do much more easily because of their experience, compared to cases involving women with no such experience. The above testimony provides the briefest but most complete picture concerning the reality of comfort women.

Let's look at another example. Chi-geun Park is known for his diary, *Ilbongun wianso gwanriinui ilgi* (Diary of a Japanese military comfort station manager).³¹ In his diary, which was later published as a book, Park describes his life during 1943 and 1944. He worked as a clerk who ushered people and oversaw accounting at comfort stations in Burma and Singapore. Park spent some time working at a station that was owned by his brother-in-law—the younger brother of his second wife. Park's wife was running an inn in Daegu.

At that time, inns were often involved in prostitution businesses. So when Park was recruiting comfort women with his brother-in-law, isn't it more likely that they negotiated with existing prostitutes who had experience as sex workers and had a business relationship with Park's wife? This would make more sense than roaming in search of complete strangers—heartless parents who were willing to sell their daughters—to procure women with no experience as sex workers.

Most former Korean comfort women said they were victims of employment fraud or were traded away by their parents. No one has explicitly testified that she had worked as a prostitute before going to the comfort stations. In Korea, disclosing such a work background would give rise to “social death.” For the same reason, no woman in Japan used her real name in revealing her history as a prostitute and comfort woman, even after the comfort women issue came under scrutiny in the early 1990s.

VI. Conclusion

Among the four possible ways to recruit comfort women—forcible recruitment, kidnapping-trafficking, *miuri* contracts, and the recruitment of existing prostitutes—the third and fourth were the methods by which most comfort women were hired. This means that we should accept that in most cases, comfort women and their parents signed business contracts with recruiters or station owners. Even if no written contracts exist, the existence of economic actors who behaved according to certain patterns shows that the contracting parties acted in compliance with their agreements. This demonstrates the existence of contracts. If we accept that sex service is a kind of labor, these contracts are not different from ordinary work contracts between rank-and-file and management. In the final analysis, comfort women were not “sex slaves” but sex *workers*.

To rely on the absence of written contracts to claim that there were no contracts at all, one must deny the existence of the features that Ramseyer considers to be the substance of contracts—the payment of upfront advances, the existence of fixed contract periods, and the sharing of sales revenue. So far, no criticisms of Ramseyer's article have succeeded in debunking his core logic. Ramseyer's arguments provide an excellent opportunity for international academia to start a new discussion about the comfort women.

³¹ Byongjik Ahn, ed., *Ilbongun wianso gwanriinui ilgi* [Diary of a Japanese military comfort station manager] (Seoul: Esoop, 2013).