



Reply to J. Mark Ramseyer, "Contracting for Sex in the Pacific War: A Response to My Critics"

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Reply to J. Mark Ramseyer, “Contracting for Sex in the Pacific War: A Response to My Critics”, Discussion Paper No. 1075, 01/2022, Olin Center for Law, Economics and Business, Harvard Law School.

By Andrew Gordon and Carter Eckert, Faculty of Arts and Sciences, Harvard University

Mark Ramseyer’s “Rebuttal” to his critics is a classic example of misdirection. It accuses us of claims we did not make, repeats unfounded claims of his own, and fails to rebut the central points of our [February 2021 statement](#).

That statement never mentioned “gun point dragooning” of Korean women. His lengthy discussion of this issue is a red herring. Our critique rather rests on the powerful evidence of deception in the recruitment of comfort women, whether recruited with written contracts or oral inducements, including the use of the intrinsically deceptive and little understood terms “comfort women” and “comfort station.” As in his original paper (p. 6, last paragraph of 3.2), in the rebuttal Ramseyer continues to cite contracts written in Japanese and aimed at Japanese “barmaids” (a term widely understood at the time to mean prostitute) as evidence for claims about contracts with Korean “comfort women.” (p 33, n 22). This is a fundamentally misleading sleight of hand.

Ramseyer also fails to acknowledge that he repeatedly cites sources for sample contracts *for Japanese women* (which do exist), and third-party discussions of contracts *for Japanese women*, in passages where he is in fact discussing contracts for Korean women. This is another sleight of hand.

We are glad Ramseyer acknowledges he has not seen any actual contracts with Korean “comfort women” or even sample contracts specifically designed for the “comfort women.” He claims that any reader of the IRLE would have realized that he had no access to such sources. We invite interested readers to decide for themselves if in that article he makes it clear that he has read neither actual nor sample contracts. For reasons we lay out in our statement last year, this matters a great deal, and goes to the heart of the question of the integrity of Ramseyer’s article