is probably another instance of a new legal concept's creating more problems than it solves.

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The first sentence of Professor Murase's article "The Most-Favored-Nation Treatment in Japan's Treaty Practice During the Period 1854–1905" which appeared in the April issue of the *Journal* is incorrect. He asserts that "[i]t can be said today that a unilateral most-favored-nation (MFN) clause is only of historical significance."[1] However, even today, Japan lives under the threat of a unilateral unconditional most-favored-nation clause.

The multilateral Treaty of Peace with Japan signed on September 8, 1951 provides *inter alia* in Article 26:

> Should Japan make a peace settlement or war claims settlement with any State granting that State greater advantages than those provided by the present Treaty, those same advantages shall be extended to the parties to the present Treaty.[2]

In other words, if as part of a package deal, Japan were to be forced to extend extraterritorial rights to the Soviet Union or China, the United States with other parties to the 1951 treaty would be entitled to the same privileges. While the particular example of extraterritoriality may be highly unlikely, the formal mechanism of a unilateral unconditional most-favored-national clause is still part of Japan's international legal system. In the hunderd years from the Black Ships to the B-29's, it seems that the methods of persuasion have improved more than the scruples of states or the legal techniques used to regulate their interaction.

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[1] 70 AJIL 273 (1976).
[2] 3 UST 3170, 3190.