Case 70 specifies the outcomes of a

Case study: Sources of International Law– Applicability of successive treaties on the same matter – Unilateral Acts ofStates: UK’s Accountability for Economic Obligationsemergent from Brexit to the European Union (EU) IntroductionAmongsteach and every sensitive matter in the constant discussions amongst the EU andthe UK, the authorization of the outstanding British economic obligation owingto the EU (which is commonly cited as being Britain’s “ divorce bill”) isimmensely constitutionally challenging. Regrettably, in respect to the providedprovisions of the European Commission (EC) discoursing group’s directive, itsimilarly must be approved prior to discussions that can advance on anyextensive issues. The directive specifies the “ divorce bill” is amongst threematters, along with the other two matters being a strategy in relation to theIrish frontier, and the queries of joint residency rights, that entail adequatedevelopment so as to progress to discoursing the change and the enduring futureassociation. This directive is provided to the assembly of the Commission bythe European Council of state leaders and the EU-27’s administration. As itgradually became visible from a negotiation between an effective team ofmembers owning an extensive variety of sentiments and outlooks, what may at aninitial view seem to be a limited and practical legal issue swiftly exposesitself as being related to wider political, monetary, and social questions. Thisessay is comprehensively ordered amongst the given three subjects (political, financial, and legal) and attempts to bond the themes together that are broughtinto the communication, and analyze some of those themes further. Provisionsof Legality and Matters Beyond the Background of the EUThe legitimate stance of the UK’seconomic obligations is a combination of global

legal regulations and termsprovided in the European agreements, and is subject to the lawful consequencesof diverse Brexit circumstances.

In relation to international law, the ViennaConvention on the Law of Treaties (VCLT) emerges into the spotlight, throughwhich Article 70 specifies the outcomes of a treaty's termination. Nevertheless, though majority of the European Union's affiliated nations are a participant ofthe Convention, there are not any examples in Europe in relation to theimplementation of Article 70. There are further uncertainties regarding whetherEU's affiliated nations could undertake any alternative to the provision forthe benefit of the EU in its entirety (all elements considered, that is adistinct legal element). Article 70 itself indicates these results do notbecome an integral factor if the treaty generally delivers, or the membersgenerally approve, which appears to raise the EU's individual provisionsregarding the association's termination; for example, the Treaty on EuropeanUnion's (TEU) intermittently-cited Article 50.

Nonetheless, whereas Article 50could permit for resigning from the VCLT's technical directions regarding atreaty's termination, it does not essentially allow for the opposing members toresign from all diverse terms provided by the Convention, which is alsoinclusive of Article 70's further sections (Waibel, 2017 : pp. 2-5). TheConvention can therefore not be absent from the platform altogether. Article 50, past this, comprises ofno straightforward citation to any privilege, liability, or legal context ofthe member states incorporated (in distinction to the VCLT) – not to mentionthat it makes particular reference of economic liabilities, that might beaccepted to infer that there is not any UK's specific liability to make animbursement.

Though, the so-called ‘ villain’ could be present in theinformative detail, to such an extent seems to rely upon the variouscircumstances beneath that Brexit could possibly implement, most crucially thesubject of whether an agreement is possible to be achieved or not. Any possibleno-agreement situation; for example, whichever contracting party is unable tomutually concur on legal separation, political evolution, and any imminentpartnership by Friday, March 29th, 2019, or else Britain exitingfrom diplomatic communications prior to that day of 2019 would conclusively notinvolve a single bill to be made an imbursement. Article 50 basically consistsof no provisional terms for this situation. Comparatively, both the possibleforms of a Brexit treaty – for example, one Article 50 agreement equipped withor deprived of legal-political progress – allow space for diplomaticnegotiations. Specifically, the most imperative article’s clause 2 stipulatesthat “… the Union shall negotiate and conclude an agreement with thatState, setting out the arrangements for its withdrawal”, that mayconceivably be construed as being officially corresponding to the specificationof a privilege, accountability, or legal scenario, therefore similarlydemarcating possible economic liabilities to be respectfully fulfilled byBritain. Evidentlyif Britain merely declined to make an imbursement, whatsoever legalaccountability it may possess, there is not a single instrument forauthorization, especially when the Court of Justice of the European Union’s(CJEU) authority above Britain arrives to a conclusion.

According to Begg(2017a), On an alternate stage, nonetheless, the matter of ‘ respectfullyfulfilling own’s obligations’ is vital for signifying decent trust – both inregards of escaping an ‘ intimidating Brexit’ and in discussing with

potentialopposing member parties; for example, with respects to potential finance andtrade contracts. This drives one’s distinct perception into the territory oflegal-political policymaking and global diplomatic negotiations.