Rembrandt's insolvency: The artist as legal actor

Since the publication of Scheltema in 1866, the life of Rembrandt van Rijn (1606-1669) has received considerable attention, including his financial demise in the 1650s.[1] Over the past years, Rembrandt's filing for 'bankruptcy' ('cessie van goede') in July 1656 has been re-examined. The facts surrounding this episode, in connection to Rembrandt's behaviour towards his creditors in general, are commonly analysed as indicators of the painter's intentions, not to mention his personality. In doing so, many scholars have corroborated the conventional image of the individualist and non-conformist character of the artist. In 2006, Paul Crenshaw was the first to devote an entire monograph to Rembrandt's insolvency.[2] His book extensively addressed the legal aspects of Rembrandt's debt management and the insolvency proceedings. From the archival materials, Crenshaw drew a picture of Rembrandt as reluctantly fulfilling obligations and pushing beyond the boundaries of what the law or custom allowed.[3] More recently, Michiel Bosman reassessed Rembrandt's bankruptcy and interpreted it as being part of a scheme that purported to shield his house from his creditors. Bosman stresses that Rembrandt was taking care of his family and contrasts this view to the traditionally negative approaches to evaluating the artist's actions.[4]

This article takes yet another look at Rembrandt's financial troubles. It will be argued that the legal dealings of this master artist did not usually go beyond the norms of his day, but that the artist was very well aware of the legal rules and exploited them to their limits. The core argument is that Rembrandt was a meticulous entrepreneur who used the legal rules in a strategic fashion, without breaching them. This overall image of Rembrandt's legal actions is evident when they are scrutinized against the background of the law of the city of Amsterdam and the Roman-Dutch legal doctrine. This analysis leads to the conclusion that Rembrandt could not in fact have brought his house outside the reach of his creditors. Moreover, the filing for 'cessie van goede' was not part of a master-plan but, rather, a last straw that allowed for retaining some control within a context of imminent legal actions from frustrated creditors.

The artist's estate and business in the 1640s and early 1650s

In June 1642, Rembrandt's wife Saskia van Uylenburgh (fig. 1) passed away. In her will, which was made shortly before her death, it was stipulated that Titus (fig. 2), Rembrandt's and Saskia's son who then was less than one year old, was the heir of her half of the matrimonial property. However, her husband remained entitled to possess (i.e., to hold) and have usufruct in (i.e., to receive profits from) that half for as long as he lived or until a second marriage.[5] At Saskia's death, Rembrandt received the other half in ownership, in compliance with the Roman-Dutch rules relating to the division of the matrimonial community when one of the spouses deceased.[6] The inheritance estate encompassed the one half which Saskia had bequeathed to her son, in combination with the conditional usufruct for Rembrandt.

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Rembrandt van Rijn, *Self-portrait with Saskia*, 1636, etching, 10.4 x 9.4 cm, Amsterdam, Rijksmuseum, inv. RP-P-1961-988.

The matrimonial community of the couple consisted for a large part – but not exclusively – of a house in the Sint-Anthonisbreestraat, which had been bought from Christoffel Thijs and Pieter Belten II in 1639.[7] Rembrandt's right of possession and usufruct in the inheritance was thus a right to live in this house, which for one half was his and for the other half was in 'naked ownership' of Titus (that is, in title, without the right of possession and usufruct). In the will, Rembrandt was given guardianship over Titus, which meant that he had to administer the ownership rights of Titus.

Many parts of Saskia's will were commonplace. The Amsterdam law regarding matrimonial property provided that all assets (except for fiefs), present at the marriage or

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Rembrandt van Rijn, *Rembrandt's son Titus in a monks habit*, 1660, oil on canvas, 79.5 x 67.7 cm, Amsterdam, Rijksmuseum, inv. SK-A-3138.

acquired afterwards, were communal to the married couple.[8] Wills commonly stipulated that the surviving spouse was bequeathed with usufruct on the half of the matrimonial property that normally devolved to the heirs. This prevented that upon the (often sudden) death of one of the spouses the communal dwelling had to be sold, since heirs could claim their portion of the inheritance estate; that is, one half of the matrimonial property, which usually included the communal house.

However, in many respects, the will diverged from regular practice, because of its generosity towards Rembrandt. He was given full autonomy in the administration of the inheritance estate, until he remarried. Saskia most probably expected that his business

would thrive, since no inventory of the inheritance had to be made and the inheritance was not separated from Rembrandt's estate in any way. In the event, therefore, Rembrandt's debts could be compensated with the inheritance, even though the inheritance was earmarked for Titus. One may further suppose that Saskia was confident that Rembrandt would soon remarry, as was customary in those days for widowers with young children.[9] This expectation may explain why according to the will the inheritance should not be paid out when Titus turned 25, which was the normal rule.[10] Rembrandt could fulfil his duty with giving gifts at Titus' marriage.[11] The will also stated that Titus' children were entitled to his portion in the inheritance, but that – if subsequently Titus and all his children died before Rembrandt – the latter would receive Titus' half in ownership, if by that time Rembrandt had not remarried. In this scenario, there was no obligation for Rembrandt to keep this inherited portion intact, and one half of Rembrandt's assets at his death would devolve to Hiskia van Uylenburgh, Saskia's sister.[12]

It has been pointed out that the will of 1642 marked out the guidelines for Rembrandt's behaviour after Saskia's death through to the end of his life.[13] Because Saskia's will determined that Rembrandt would lose the inheritance estate upon remarriage he never remarried, even though his non-marital relationships caused serious reputational harm.[14] Remarriage also would have meant that Titus would be entitled to expel him from the house in the Sint-Anthonisbreestraat. In the mid-1650s, when the relationship between father and son went awry (see below), Rembrandt must have envisaged this eviction as a real threat.

At the time of Saskia's death, the house in the Sint-Anthonisbreestraat had not been fully paid for. The two sellers of the house in 1639 were the heirs of Pieter Belten I, namely, Christopher Thijs and Pieter Belten II. The contract of sale, for a price of 13,000 guilders, was drafted with a notary. Both sellers agreed on payment of the purchasing price in tranches.[15] It was provided in the contract that after payment of two times 1,200 guilders in 1639, and another one of 850 guilders in 1640, the remainder of the debt (three fourths) could be delivered by the buyer in the next "five or six years, as he wishes", though on the condition of an annual interest of five percent.

On 8 January 1653, a formal delivery ('quytschelding') of the aforementioned house was recorded in the register of the treasurer of the city of Amsterdam, at the initiative of Christoffel Thijs and Jan Belten.[16] Formal delivery ('quytschelding', in other cities called 'transport' or 'levering') entailed registration of the sale of immovable properties before the city's officials. This resulted in the full passing of ownership rights onto the buyer. This formality communicated to third parties that ownership had been acquired by the buyer.[17] Curiously enough, at that moment Rembrandt still owed some 7,000 guilders of the purchasing price, plus interest, and this remainder of the debt was not acquitted.[18] Even though the formal registration of a sale was called 'quytschelding' (literally: acquittal), it was still possible that portions of the purchasing price remained due after a formal delivery.[19] Factual delivery (that is, the handing over of the keys) could precede the formal delivery.

In 1639, the sale of the house had been far from ordinary. Indeed, it seems that there was no formal delivery before the aldermen of the city of Amsterdam in 1639. Only a notarial contract of sale was passed. Subsequent formal delivery was nonetheless required by law. It was regular practice that first an agreement was reached between the seller and the buyer on the price and conditions, which then became formalized, before a notary or before the aldermen of the city. If a notarial deed was made, subsequent registration before the city's officials was still mandatory. In fact, this was considered compulsory in order for the seller to be fully relieved in regard of third parties. If a contract of sale had been made with factual but without formal delivery, the buyer was considered owner only in regard of the seller. Third parties could legally bring claims against the seller on the basis of his perceived title.[20] The notarial contract of sale of January 1639 referred to the official delivery, which was intended to be accomplished as soon as Rembrandt

received the keys of the house, which was in May 1639.[21] Even though the mutual agreements between Rembrandt and the heirs of Belten clearly encompassed a transfer of ownership, the notarial contract was rather vague in providing guarantees for both the sellers and the buyer in this regard.

Certain events may have caused problems. In 1639, Pieter Belten II passed away, probably not too long after the drafting of the notarial contract of sale.[22] It is arguable that the formal delivery of the house could not be performed in 1639, because the inheritance of Pieter Belten II had not been settled. Afterwards, however, once this inheritance had been sorted out in the course of the 1640s, Christoffel Thijs and Jan Belten postponed formal delivery. It is likely that some new arrangement was made in the later 1640s. A note obligatory of Rembrandt's debts to Christoffel Thijs, dated 1 February 1653, mentioned that Thijs advanced taxes or fees to the city on behalf of Rembrandt for the years 1651 and 1652.[23] Technically speaking, vis-à-vis the city authorities, the Belten heirs were the only debtors for debts relating to the house, because they remained the officially registered owners. Yet at one point, Christoffel Thijs seems to have secured Rembrandt's acceptance that taxes on the house were his responsibility. Also, according to the aforementioned note, interest on the purchasing price was due for three years and four months. This interest was calculated on a sum of 7,000 guilders, meaning that by the autumn of 1649, Rembrandt had paid up 6,000 guilders in total. Considering all this, it is probable that Rembrandt agreed to pay city taxes on the house in the autumn of 1649, and did so in 1649 and 1650, though not in the years thereafter.

After the 'quytschelding' had been registered, Thijs and Rembrandt quarrelled over the taxes that had to be paid for the 'quytschelding'. Crenshaw has interpreted Thijs' holding and keeping the 1653 deed of 'quytschelding' to mean that the sellers were still legally co-owner of the house, after the sale in 1639.[24] However, this was not the case. Registering the sale made Rembrandt's (and Titus') ownership valid 'erga omnes', but before that time they already had the title of owner – only in relation to the sellers. The retention of the deed most probably served to pressure Rembrandt into paying the mandatory taxes.[25]

The reasons that Thijs and Belten eventually resorted to the formal delivery in 1653, before full payment, are unclear. One possible reason, which was raised by Dudok van Heel, was that Thijs and Belten wanted to be relieved from possible claims relating to the house.[26] This could be so, because the Belten heirs were, as was mentioned above, still owner as concerned third parties. In 1651, inundations had caused subsidence of the house of Rembrandt's neighbour, De Pinto. Repairs were underway, including one communal wall, for which costs had to be split between owners.[27] However, other explanations are more likely. In the early 1650s there was no legitimate reason that Thijs and Belten were able to delay formal delivery, and they must have felt that they were not entirely complying with the city's rules. At the same time, though, Rembrandt was not honouring the agreement on the payment of taxes. It is therefore most probable that Thijs wanted to clean his slate before suing for the remainder of the purchasing price and the other debts relating to the house. He then wanted to take away one obvious argument Rembrandt could raise in a lawsuit, which was that there had not been any formal delivery of the house, even though this was mandatory and had been promised by the sellers at the sale. Therefore, it seems that Thijs and Belten no longer had confidence in the arrangements that had been made at the end of the 1640s. They no longer trusted that Rembrandt would eventually repay the debt on his own initiative.

It is clear that Rembrandt was experiencing financial difficulties already in the late 1640s. In 1647, members of the Van Uylenburgh family pressured Rembrandt into making an inventory of the estate of his late wife, even though the latter's will had exempted him from this obligation.[28] On top of these circumstances came personal difficulties. Rembrandt refrained from honouring his betrothal with Geertje Dircx. After Saskia's death, Rembrandt had become closer to Geertje, who had been Titus' live-in nurse.

In 1649, she sued before the Amsterdam Chamber of Marital Affairs in damages and compensation, but this action backfired since her family was dismayed at her behaviour and had her confined in the Gouda *Tuchthuis* (i.e., the town's 'reformatory'). The Chamber of Marital Affairs convicted Rembrandt nonetheless to an annual alimony of 200 guilders.[29] No doubt this episode caused the Protestant elites who were Rembrandt's clients to furrow their brows. Adding to all these complications was the Anglo-Dutch War of 1652, which caused the incomes of many landed burghers to decline and the art market at large to suffer.[30]

In the early months of 1653, Rembrandt borrowed sums of money from Jan Six, Isaac van Hertsbeeck, and Cornelis Witsen (fig. 3).[31] In the course of the next years, this pattern continued. Rembrandt sold work but was obliged to engage in further loans. These loans and sales often served to pay off existing debts.[32] In December 1655, Rembrandt organized an auction event of his works, but he did not succeed in raising enough to pay back his arrears.[33]

On 17 May 1656, Rembrandt assigned ('beweysen') the house in the Sint-Antonisbreestraat to his son Titus before the Amsterdam Orphans Chamber.[34] This act has received considerable attention from Crenshaw, Odette Vlessing, and recently also Michiel Bosman, and it is worthwhile to analyze its purpose and legal consequences.[35] In May 1656, as was mentioned above, Rembrandt had half of the house in ownership and the other half in usufruct on the basis of his late wife's will; Titus had (naked) ownership of this latter half, but since he was a minor under guardianship, Rembrandt controlled that half in his capacity of guardian. In this regard, the written notice of the assignment ('beweysinge') in the registers ('Inbrengregisters') of the Orphans Chamber is rather surprising. It is presented as if Rembrandt assigns the entire house, even though

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Jacob Houbraken, *Portrait of Cornelis Witsen*, 1796, engraving, 17.8 x 11.6 cm, Amsterdam, Rijksmuseum, inv. RP-P-1894-A-18564.

this could only have been one half in ownership, and perhaps also the usufruct on Titus' half. Specifics on what exactly was assigned are lacking. By contrast, other entries in the same 'Inbrengregister', in addition to earlier ledgers, contain 'beweysingen' for halves and portions of houses, demonstrating that assigning halves was common practice.[36] Crenshaw interpreted the 'beweysinge' as a transfer of ownership rights, but there is very little that points in this direction.[37] In fact, the vague description of the rights on 'the house' in legal terms as well as the nature of 'beweysingen' in general provide evidence that Rembrandt did not pass on the house to his son.

'Beweysingen', rather, were statements from parents on the pending inheritance estate of their children. According to the Amsterdam law, when a parent deceased, the surviving parent was obliged to assign ('beweysen') the inheritance before the clerks of the Orphans Chamber, or when the inheritance was not distributed, to bring a notification of this ('verclaeren'). Assignment or notification had to be done within six weeks after the funeral.[38] Children or their guardians could ask for an inventory.[39] Assignments ('beweysingen') were official acknowledgments of the contents of an inheritance. They were different from inventories, because the latter were drawn up by an independent commissioner; assignments were statements, referring to goods and sums, made by the surviving parent only. It regularly happened that heirs wanted a part of the estate because of some circumstance (a marriage, the coming of age of one of the children, etc.). However, it was equally common in the 'Inbrengboeken' of the Orphans Chamber that on such an occasion a 'beweysinge' was written down in the form of a debt recognizance.[40] 'Beweysingen' could thus be either transfers or promises. In the first case, a sum of money was handed out; if the children were under guardianship, the coins were kept in a drawer at the Orphans Chamber. In the latter case, the parent promised to later pay out or hand over a portion of the inheritance estate, under pledge of his assets and/or with additional sureties.[41] It was quite usual that a 'beweysinge' mentioned immovable property without any indication of its value, as was the case in the Rembrandt entry.[42]

There had not been a 'beweysinge' before 1656. Saskia's will had stipulated that no inventory could be requested of Rembrandt, and it also provided that no 'beweysinge' was required. Rembrandt only had to appear before the Orphans Chamber, making a 'verclaering' that the inheritance was not distributed. This was carried out in December 1642: The orphanage masters accepted that Rembrandt could stay in possession of the inheritance and that no 'beweysinge' was required.[43]

The 'beweysinge' of 17 May 1656 mentions that the parts of the inheritance that were not assigned (that is, the movable properties at the time of Saskia's death) would later be assigned in the event of a second marriage. Moreover, the notice of the assignment states that Rembrandt will continue to support his son until he reaches the age of majority, and that he would give him the rewards of the inheritance estate. When Rembrandt came to assign the house, he had first sought assistance from relatives ('vrunden') of his late wife. They accepted the assignment he made, which is mentioned in the 'beweysinge'. Also, the 'beweysinge' states that Rembrandt will stand surety, with all his assets, for the claims and burdens on the house.

The legal nature of Rembrandt's 'beweysinge' is quite straightforward. Some of the aforementioned components of Rembrandt's 'beweysinge' are also found in 'assignment-transfers' (for example, the fact that Rembrandt is held to stand surety for claims relating to the house). Yet these parts were not incompatible with 'beweysingen' that were debt recognizances. In fact, it would have been legally incorrect for Rembrandt to transfer the entire house in execution of the will of his wife, a fact which is stressed in the 'beweysinge', because one half was not part of her inheritance estate. The fact that no distinction was made between execution of a will and donation in property adds to the picture of a 'beweysinge' that was drawn up to act as a promise. Moreover, Rembrandt continued to live in the house after 17 May 1656, which cannot be reconciled with a transfer of ownership without reservation of possession. The 'beweysinge' stipulates that Rembrandt will

remain in possession of the other goods and claims, that is, those belonging to the inheritance estate that were not assigned. This suggests that Rembrandt did not specifically reserve use of the assigned house, which one would expect if it was a definitive transfer and Rembrandt planned to keep his home there. Considering the assignment to act as a promise provides an explanation for this as well. In that case, there was no need to specify that Rembrandt would stay in the house.

When considering the assignment in this way, that is, as constituting a promise and not as a transfer of ownership rights, it is evident that Rembrandt used this half in the house as pledge for his obligation to pay out Titus for the inheritance of his mother. Admittedly, Titus' inheritance claim was by law pledged on Rembrandt's belongings, including his half of the house; he had a legal hypothec as a ward vis-à-vis his guardian (see below). Yet the inheritance estate was uneven in composition. In 1647, the inheritance estate of Saskia van Uylenburgh had been valued at 40,750 guilders.[44] The house in the Sint-Anthonisbreestraat had been bought for 13,000 guilders. Therefore, the half of the house destined for Titus did not constitute the largest portion of the inheritance estate but, rather, some 17 percent of it. The fact that the remainder of the inheritance, some 83 percent, consisted only of movables explains why Titus wanted more guarantees as concerned his inheritance share. The 'beweysinge' swapped Rembrandt's debt to Titus to a large extent onto the former's half in the house, shifting the collateral for a significant part of the debt from movable to immovable property. The reason for such a maneuver was that it was envisaged the value of the house to be more certain than the value of movables. This may have been linked to a belief that the value of Rembrandt's pictures and paintings was no longer as high as it used to be. Moreover, at executory sales, which were the normal outcome of creditors suing for their debts, and at auctions following insolvencies, movable items were sold before immovable property.[45] So, there was a chance that the house would be spared, even in the event of insolvency, thus providing more security for Titus. Moreover, the legal effect of the 'beweysinge' renders the explanation that Rembrandt was the one urging for passing the 'beweysinge' difficult. Since it constituted a promise, in terms of his debt management it did not change much. It is much more likely – also considering the usual circumstances under which 'beweysingen' were made – that Titus, then fourteen years old, urged his father to undertake the act.

Crenshaw and Vlessing deemed the assignment to be a transfer of ownership that purportedly shielded the house in the Sint-Anthonisbreestraat from Rembrandt's creditors.[46] They have not considered the cooperation of the Van Uylenburgh family or the fact that Rembrandt remained surety for Titus. Crenshaw and Vlessing have been the first scholars to investigate the assignment before the Orphans Chamber in greater detail. Crenshaw thought of the assignment as highly unethical and contrary to customary and accepted practice, albeit – according to the letter of the law – lawful.[47] Crenshaw also suggested, as had Vlessing some years before him, that making the assignment had been intimated to Rembrandt by Louis Crayers, who around the same time assisted the father of Baruch de Spinoza in a similar setup.[48]

In order to assess whether Rembrandt had malicious intentions when assigning the house, we must examine the effects of the mentioned assignment in relation to Rembrandt's creditors. An 'assignment-promise' did not entail a transfer of ownership. The beneficiary of an assignment-promise received a 'ius in personam' against the promisor. Since the promise in this particular case was formulated with regard to a house, however, it is likely that the house was considered a hypothec accompanying that promise, even though it was not expressed as such in detail. The 'beweysinge' may thus have yielded some real right effects ('ius in rem') as well. As was already noted, this assignment was at bottom motivated as a device to swap debts onto immovable property; Titus' legal hypothec was a general one and was then made more specific through the assignment, as vested primarily in the house in the Sint-Anthonisbreestraat. However, even in that case, the house was not ruled out of any possible insolvency estate of Rembrandt.

A transfer had not taken place, and therefore one half of the house remained accessible to Rembrandt's creditors; the house – in its entirety – could be sold at their initiative.

If Rembrandt would become insolvent, creditors having pledges on the immovable property of Rembrandt would enter into 'concursus creditorum' with Titus, who had a claim for his inheritance portion. According to the Roman-Dutch law, the minor had a preferential claim against his guardian. This preferential claim extended over all assets of the guardian, irrespective of whether or not they pertained by title to the ward. The rank of that claim was a matter of debate, even though generally it was rated highly. The pupil's claim was both a 'privilegium exigendi' (Digest of Justinian 42, 5, 19, 1) and a hypothec (Code of Justinian 5,37,20). This combination ensured that it was generally considered a super-priority debt. This meant that, in Rembrandt's case, Titus' claim had preference over negotiated securities, irrespective of when they had been granted.

The lack of falsehood is also clear when the creditors' rights are assessed. According to Roman-Dutch doctrine, creditors were protected from acts of their debtor that aimed at a fraudulent diminishing of the estate. The 'actio Pauliana' of Roman law served this purpose. If a debtor sold goods at too low a price or gave them away, 'in fraudem creditorum' (Digest of Justinian 42,8,7), the creditors had the right of 'clawback'. Fraudulent transfers could be declared void, which had the effect that alienated effects were returned to the insolvency estate. The question of whether the 'actio Pauliana' applied to Rembrandt's insolvency, in respect of the house in the Sint-Anthonisbreestraat, depended on the question of whether the 'beweysinge' was a transfer or not. As was mentioned above, it clearly was not.

It is probable already on 17 May 1656, that Rembrandt's insolvency could not be avoided and that he was aware of this. In late-medieval legal writings, the 'fraud' to be proved for a clawback was defined in two ways: one approach was to consider fraud as the knowledge of insolvency, on behalf of the debtor; another one took the intent to defraud the creditors as the basis.[49] Rembrandt's actions would have qualified as fraud, especially considering that this knowledge of impending insolvency could be presumed. Rembrandt declared insolvency on 14 July 1656, nine weeks after the assignment before the Orphans Chamber. Legal scholars stated that if the debtor alienated property rights to relatives, this act was presumed to be a counterfeit transaction if the declaration of insolvency followed a short time later.[50] In 1644, moreover, an Amsterdam bylaw had provided that transfers of movable or immovable properties preceding an insolvency were to be considered fraudulent if they had happened within the month preceding the insolvency declaration.[51] The 1644 bylaw focused on conveyances for debts or in exchange for a price or debt, and it was based on doctrine. Academic writings stated that any situation in which the debtor, at the time of the alienation for an existing debt or in exchange for some compensation ('ex causa onerosa'), had fraudulently conveyed assets, was eligible for clawback, but only if the purchaser or beneficiary shared the intent or will of the debtor.[52] However, for wards, the bar to accept complicity was low, even non-existent. According to Digest 42,8,6,10 any act 'in fraudem creditorum' with a ward was subject to the 'actio Pauliana', irrespective of the cooperation of the ward or his age. Another fragment of Roman law (Digest 42,8,10,5) likewise deals with the problem of a tutor who, on behalf of his pupil, plots with the debtor to defraud (other) creditors. Writing in 1698, in his comments on these rules, Johannes Voet held that reintegration of fraudulently alienated assets 'ex causa onerosa' in cases where the ward was receiver was possible – even if the ward had not been in the know of the fraudulent nature of the conveyance.[53] Since Rembrandt's assignment – if it was a transfer – fell within the scope of these rules (it was 'onerosa', since it responded to the debt to pay for the inheritance estate of his late wife), the assignment could be reversed.

Nonetheless, all this adds arguments for Rembrandt's intent to execute an assignment-promise and not a transfer of ownership. This is also evident in the collateral rights of his creditors, which could not be circumvented with a transfer. Some of the loans that

Rembrandt had signed in the years preceding the assignment had been accompanied with a general hypothec on 'all assets, movable and immovable'. For those creditors, the assignment, even if it was a transfer of ownership, could not have the effect of reducing Rembrandt's estate. The Amsterdam legislation concerning general hypothecs stated that creditors had a right of pursuit on immovable property, even if it was passed on in an onerous transaction.[54] These rules were long established, and they add further support for why the assignment of May 1656 was not intended as a deflection of creditors' rights.

The few documents that allow for assessing arguments raised in the trials following Rembrandt's declaration of insolvency in July 1656 do not contain references to a categorization of the 'beweysinge' as a transfer. Louis Crayers, who was Titus' guardian from April 1658 onward, challenged the right of Isaac van Hertsbeeck to proceeds from the house in the Sint-Anthonisbreestraat. In February 1658, it was decided that the house was to be auctioned and that creditors, including Titus, could discuss their preference over the proceeds afterwards. Crayers' main argument before the Amsterdam court was that Titus not only had a legal hypothec in the assets of the inheritance estate, as a ward, but also in the assets of his father.[55] He did not refer to Titus' ownership rights. It has been incorrectly said that Jan Verwout, the previous guardian of Titus in January 1658, had brought up Titus' ownership before the Orphans Chamber.[56] It seems that Verwout merely brought a copy of the 'quijtschelding' of 1653 before the Orphans Chamber, while most probably suggesting that Rembrandt had been full owner when making the 'beweysinge'.[57] It was soon found out, though, that the 'beweysinge' was not a transfer, and hence it was not treated as such in the proceedings that came after. Louis Crayers would most certainly have raised Titus' ownership of the entire house if he had had a document supporting that claim.

Considering all the above, Rembrandt's assignment was meant to reassure Titus. Its legal effects were rather minimal, mainly because Rembrandt refrained from signing a transfer. He knew that this would qualify as 'fraus creditorum', since his insolvency was inevitable. The assignment was therefore not illegal (even with abstraction made of the official acknowledgment by the Orphans Chamber); it did not transgress bylaws or rules established in Roman-Dutch doctrine. The qualification of unethical behaviour is uncertain, because the assignment served the interests of Titus, while also, at the same time, those of Rembrandt himself.

The insolvency proceedings from July 1656 through 1665

On 14 July 1656, Rembrandt filed for 'cessie van goede' with the High Council.[58] Crenshaw and others have inferred from the contents of the request that Rembrandt had been investing in marine expeditions.[59] The application mentions the insolvency due to 'losses in trade as well as damages and losses at sea', while stressing that the applicant was 'honest but unfortunate'. In fact, these phrases were standard formulas and were not a reflection of the actual reasons that Rembrandt had insufficient means.[60] The requirement to obtain 'cessie van goede' was an accidental, non-fraudulent insolvency.[61]

On 25 and 26 July, following the application, an inventory was drawn up of Rembrandt's movable possessions. As was common practice, the house in the Sint-Anthonisbreestraat was not listed in the inventory. Moreover, it seems that when creditors filed for their claims, their initial approach was not to consider the house part of the insolvency estate. This move is rather peculiar. The question must have been asked whether the house in the Sint-Anthonisbreestraat, which the commissioners visited, was Rembrandt's. Did Rembrandt refer to the assignment from nine weeks before saying that it was not? It is unlikely that such a statement would have passed the scrutiny of experienced insolvency commissioners. As was mentioned above, it is not probable that the assignment was envisaged as a scheme to circumvent creditors, or that it had such effects. Therefore Rembrandt most probably did not make use of it in that sense.

Several other reasons may have been behind the initial exemption of the house. The inventory of Rembrandt, drawn up at the end of July, contained some sixty artworks. Creditors' claims came in slowly. It is possible that the commissioners estimated that the yields of a public sale of the paintings and pictures would be sufficient to pay for the debts (some 13,000 guilders in total, as determined at the beginning of September 1656).[62] Rembrandt may have convinced them thereof, and the 'cessie' itself was then purported as a strategy to save the house (see also below). The mayors of Amsterdam approved of the proposed 'cessie' and the High Council followed suit, on 17 August 1656.[63] As a result, Rembrandt was released from his duties as guardian and replaced by Jan Verwout.[64]

Over the course of the following years, several auctions were held. Preferential creditors were paid first. Among them was Cornelis Witsen, who had lent 4,180 guilders to Rembrandt in January 1653, in an aldermen's letter stipulating a general hypothec.[65] In February 1658, when the revenues of the auctions held proved insufficient to pay out this loan, the decision was taken to publicly sell the house in the Sint-Anthonisbreestraat. Crenshaw stresses the political clout of Witsen in this decision being reached.[66] It is clear that the decision was not an easy one. Though Jan Verwout argued before the Insolvency Chamber not to auction the house, the Chamber nonetheless decided to include the house in the insolvency estate. Regardless of Witsen's alleged influence, the Chamber's decision was legally correct, because the assignment of May 1656 was no transfer, and creditors with general hypothecs (i.e., Witsen and Van Hertsbeeck) were not affected by the assignment. Still, Titus was a minor and destined to have one half of the house, which may have proven arguments to block a public sale. Indeed, it seems that debate and strife nonetheless preceded the aforementioned decision.

The effects of Rembrandt's filing for 'cessie' have been characterised as bankruptcy, even as cheating his creditors. Again, the moral and legal implications were less profound or detrimental for creditors. 'Cessie' had originally been a defamatory practice. In the sixteenth century, it was considered shameful for a debtor to relinquish his assets because of insolvency. Usually, at that time, 'cessie' came in response to the incarceration of the debtor in a debtor's prison.[67] In the middle of the seventeenth century, 'cessie' had lost these connotations.[68] Already in 1617, the writer Bredero mocked the practice of obtaining 'cessie' in his play *Moortje*: "He who applies for 'cessie' is again a man of honor".[69] However, the effects of 'cessie' for the debtor were not slight. The implications of an accepted 'cessie' related to the forced surrender of all possessions to the creditors. It seems that a public sale was standard practice.[70] This was usually not to the advantage of the debtor, since prices at auctions could be lower than the value of the items sold. Moreover, 'cessie' did not bring about a discharge for the debtor.[71] If the proceeds of the auctions were not sufficient to clear all debts, the remainder was still due. However, 'cessie' had the advantage that creditors could not harass the debtor for the remainder of their debts for as long as the debtor did not recover. During that period, creditors could not seize the effects of the debtor or have the debtor arrested and thrown in the debtor's prison.[72] In addition, personal items such as clothing and tools for the profession were exempted from the sale. The temporary protection was one of the purposes as to why Rembrandt filed for 'cessie'. The disadvantage, which was that many of his works would be sold, possibly at low prices, did not offset this protection. It is highly likely that Rembrandt ventured into 'cessie' because he feared an executory proceeding on his house. Moreover, 'cessie' allowed for more control. The debtor indicated which assets were part of his estate; he could convince the insolvency commissioners that his paintings and pictures would suffice to raise money for the arrears.[73] If a creditor launched a seizure and executory sale on the house, this option was impossible.

The insolvency proceedings lasted for many years. One reason was that creditors were suing to ascertain the priority of their debts. Lous Crayers was appointed Titus' guardian, and he managed to secure the proceeds from the publicly sold house in the Sint-Anthonisbreestraat. He argued before the Amsterdam judges that Titus had been

heir of his mother and that, in order to determine his share in the inheritance, the estate of the couple Rembrandt-Van Uylenburgh had to be assessed at the time of her death in 1642. The case on Titus' behalf was brought before the Court of Holland, against the creditor Isaac van Hertsbeeck, who had sued for preferential treatment of his loan. Crayers won the lawsuit and the insolvency proceedings were closed in 1665.[74] In the years after 1660, until his death in 1669, Rembrandt continued to settle with his creditors – for debts engaged in the early 1650s but which in spite of the auctions had remained unpaid.

Exploring the limits of the law

From all the above, the picture emerges of Rembrandt as making use of the legal rules to his advantage, while keeping close attention not to bypass the law. Rembrandt had made use of attorneys on other occasions, and it is likely that he received legal advice when acting in the ways described above.[75] With their help Rembrandt scanned the law for loopholes and only occasionally slipped.

An example of one such exceptional breach is the will of Titus of 1655, drafted when the boy was fourteen years old.[76] At that time, Rembrandt was still Titus' guardian. The will stipulated that Rembrandt would be Titus' only heir, except if Titus would have children, and that no assets could devolve to relatives of his mother, without the accord of Rembrandt. This will was written in a notarial deed and was not passed in a registry of Amsterdam officials. Such a 'private' will, attested before a notary and two witnesses, was lawful and it was no coincidence that the will was made when Titus reached the age of fourteen.[77] This was the minimum age for stipulators of testamentary acts.[78] Yet in one important respect the will was in breach of the law. Minors could not bequeath immovable property or valuable movables to their guardians in wills, and any bequests of that kind were legally null and void.[79] In October 1657, Titus made a second will, replacing Rembrandt as the sole heir with his half-sister Cornelia; no mention was made of his father.[80] The change of wills was most certainly supported by Jan Verwout, who by that time had taken over as Titus' guardian. In November 1657, another will was made, this time adding to the former that Rembrandt could receive profits from Titus' goods for as long as he lived.[81] It is likely that Rembrandt profoundly influenced the latter arrangement and that the change of the will of October 1657 had made him pressure his son's guardian. One can infer a deterioration in the relationship between father and son from the subsequent changes of wills. The first will of Titus, of October 1655, had most probably been drawn up at the instigation of Rembrandt. According to the law of succession in the county of Holland, if Titus would have died before Rembrandt, the former's inheritance would have been split between Rembrandt and the relatives of Saskia.[82] Rembrandt would have wanted to avoid this distribution at any cost.

Another one of Rembrandt's actions that did not comply with the rules concerns a company contract of 1660, between Titus and Hendrikje Stoffels, the then girlfriend of Rembrandt.[83] The contract, which was only registered with a notary, provided that Titus and Hendrikje were partners in a general partnership, but that they would follow the lead of Rembrandt. Rembrandt was given housing and support, and he could invest in the partnership but did not have any stake in the company. This arrangement was highly unusual. Normally, in a general partnership work on hire was possible and also the appointment of factors and salaried personnel. However, if those persons also invested in the venture, they were liable partners as well. Investing encompassed the acceptance of risk, and in that case the member of personnel was to be considered a partner, liable for the company's debt.[84] Specifying that Rembrandt would be the main instigator of the activities of the partnership and that he could invest, while at the same time shielding him from the company's creditors, was not according to the law. The 1660 contract clearly served the purpose of shielding the works of Rembrandt from his creditors.

Conclusion

Even though some acts went beyond the normative framework, it can be fairly stated that in handling his debts Rembrandt stuck to the legal rules for most of his life. At the same time, however, he consistently exploited them to their utmost benefit. He provided securities for his creditors within the limits of the legal possibilities, though he did not make many efforts to repay his debts. Many of his loans remained unpaid.[85] The application for 'cessie van goede' was probably of a comparable nature. Rembrandt feared unilateral actions from his creditors, which would jeopardize the house in the Sint-Anthonisbreestraat. When filing for 'cessie', Rembrandt knew that works would be auctioned and some creditors would get satisfaction, but he was also aware that there was a chance that the house would not be sold publicly. With his starting of the 'cessie' proceeding, Rembrandt was able to retain some control. In the Netherlands, in the third quarter of the seventeenth century, morals required debtors to pay their debts, yet Rembrandt did not care about that. Still, in legal terms, condemnable acts were rare. All this invites for the appraisal of Rembrandt, not only as entrepreneur in an economic sense, but also as a cunning interpreter of the law.[86]

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NOTES

1 P. Scheltema, *Rembrand: Discours sur sa vie et son génie avec un grand nombre de documents historiques*, Paris 1866.

2 P. Crenshaw, *Rembrandt's bankruptcy*, Cambridge 2006.

3 For instance, Crenshaw 2006 (note 2), pp. 68, 80.

4 M. Bosman, *Rembrandt's plan: De ware geschiedenis van zijn faillissement*, Amsterdam 2019.

5 Amsterdam, Stadsarchief (SA), Notarieel Archief (NA), inv. 5075, 1265A, doc. 50, 05-06-1642; see also remdoc.huygens.knaw.nl, nr e4506.

6 H.F.W.D. Fischer and A.S. de Blécourt, *Kort begrip van het oud-Vaderlands burgerlijk recht*, Groningen 1967, p. 74; J.S.L.A. Roes, *Het naaste bloed erfde het goed*, Deventer 2006, pp. 39-40.

7 SA, NA, inv. 5075, 1023, pp. 9-10, 05-01-1639; see also remdoc.huygens.knaw.nl, nr e4457.

8 Fischer 1967 (note 6), pp. 73-74; H. de Groot, *Inleidinge tot de Hollandsche rechts-geleerdheid*, Arnhem 1939, pp. 48-49 (2.11.8); J. Roes, *Het naaste bloed erfde het goed: De positie van de langstlevende echtgenoot in het Nederlandse erfrecht bij versterf*, Deventer 2006, pp. 39-40; G. Rooseboom, *Recueil van verscheyde keuren, en costumen... binnen der stede Amsterdam*, Amsterdam 1644, pp. 203-204 (ch. 42); S. van Leeuwen, *Het Rooms-Hollands regt*, Leiden 1664, p. 365 (part 4, ch. 23, nr 3).

9 In seventeenth-century Amsterdam, three quarters of widowers remarried. Having young children was a crucial factor, see D.L. Philips, *Well-being in Amsterdam's golden age*, Amsterdam 2008, pp. 163-164.

10 This because guardianship ended at 25, which was the age of majority, see Ordinance of the city of Amsterdam, 27-01-1563, in *Hantvesten, privilegien willekeuren ende ordonnantien der stadt Aemstelredam*, Amsterdam 1613, p. 83 (s. 24); Van Leeuwen 1664 (note 8), p. 83 (part 1, ch. 16, nr 10).

11 As was pointed out by J.F. Backer, 'Rembrandt's boedelafstand', *Elseviers maandschrift* 57 (1919), p. 1; J.F. Backer, 'Les tracas judiciaires de Rembrandt', *Gazette des beaux-arts* 9 (1924), p. 237.

12 Backer incorrectly assumed trust-like obligations, see Backer 1924 (note 11), p. 237.

13 Crenshaw 2006 (note 2), p. 40.

14 Both Schwarz and Crenshaw state that Rembrandt could not marry Hendrickje Stoffels in 1654, because he was unable to pay out the inheritance from Saskia, see Crenshaw 2006 (note 2), pp. 42-43; G. Schwartz, *Rembrandt's universe: His art, his life, his world*, New York 2006, p. 56.

15 SA, NA, inv. 5075, 1023, pp. 9-10, 05-01-1639; see also remdoc.huygens.knaw.nl, nr e4457.

16 SA, Archief van de Thesaurieren Ordinaris, inv. 5039, Register van kwijtscheldingen 1653/1, vol. 45, fol. 195v, 08-01-1653.

17 Backer has interpreted the act of 8 January 1653 as a mere acquittal of the financial obligations of the buyer, see Backer 1919 (note 11), pp. 3-4; Backer 1924 (note 11), p. 240. Because the 40th and 80th 'penning' had to be paid, this was clearly a formal delivery, see SA, NA, inv. 5075, 1443A, nr 37, 11-01-1653; see also remdoc.huygens.knaw.nl, nr e4623. The confusion as to the legal nature of the act may be due to the peculiar label of 'quytschelding' that was used in Amsterdam for formal deliveries of immovable property, see J. van Royen (red.), *Amsterdamsche secretary, bestaende in formulieren van schepenen-kennissen, quijtscheldingen, schat-brieven*, Amsterdam 1700, pp. 24-35.

18 SA, NA, inv. 5075, 1029B, p. 913, 01-02-1653; see also remdoc.huygens.knaw.nl, nr e4628.

19 Van Royen 1700 (note 17), pp. 27-28.

20 Fischer 1967 (note 6), pp. 160-161.

21 See note 10.

22 J.M. Montias, *Art at auction in 17th century Amsterdam*, Amsterdam 2002, p. 160.

23 SA, NA, inv. 5075, 1029B, p. 913, 01-02-1653; see also remdoc.huygens.knaw.nl, nr e4628.

24 Crenshaw 2006 (note 2), p. 50.

25 SA, NA, inv. 5075, 1443A, nr 37, 11-01-1653, 13-01-1653; see also remdoc.huygens.knaw.nl, nr e4623. The term 'erga omnes' refers to the fact that the right can be enforced against anyone infringing that right. This is not the case if the right only exist between certain persons.

26 S.A.C. Dudok van Heel, 'Rembrandt doet in 1639 een miskoop: De geschiedenis van Rembrandts huis', *Kroniek van het Rembrandthuis* 1997, nr 1/2, pp. 9-10.

27 Crenshaw 2006 (note 2), p. 50.

28 The Hague, Nationaal Archief (NA), Archief Hof van Holland, inv. 3.03.01.01, nr 776, doc. nr 211, 22-12-1662; see also remdoc.huygens.knaw.nl, nr e12937.

29 Crenshaw 2006 (note 2), pp. 41-42.

30 Crenshaw 2006 (note 2), p. 39; Montias 2002 (note 22), pp. 104-105.

31 See Backer 1919 (note 11), p. 4; Backer 1924 (note 11), p. 242; SA, Archief van de Schepenen, inv. 5063, 39, fol. 16v, 14-03-1653; see also remdoc.huygens.knaw.nl, nr e4635.

32 Crenshaw 2006 (note 2), pp. 51-55.

33 Crenshaw 2006 (note 2), pp. 62-64.

34 SA, Weeskamer, inv. 5073, 801, fol. 4r, 17-05-1656; see also remdoc.huygens.knaw.nl, nr e4700.

35 See Crenshaw 2006 (note 2), p. 68; O. Vlessing, 'The excommunication of Baruch de Spinoza: A conflict between Jewish and Dutch law', in J.I. Israel and S Reinier (eds.), *Dutch Jewry: Its history and secular culture (1500-2000)*, Leiden 2002, p. 156; Bosman 2019 (note 4), pp. 47-48. Bosman is not clear as to whether the 'beweysing' was a transfer or not.

36 SA, Weeskamer, inv. 5073, 800, fol. 94r, 24-10-1653, 801, fol. 1v, 09-05-1656.

37 Crenshaw 2006 (note 2), p. 68. See also K. Cappon, 'Book review of Bosman, Rembrandt's plan', *Pro memorie: Bijdragen tot de rechtsgeschiedenis der Nederlanden* 22 (2020), nr 2, pp. 226-227.

38 Ordinance of the city of Amsterdam, 27-01-1563, s. 3, p. 149.

39 Ordinance of the city of Amsterdam, 27-01-1563, s. 4, p. 150.

40 Van Royen 1700 (note 17), p. 288.

41 SA, Weeskamer, inv. 5073, 801, fol. 1r ('beweysinge' of 02-05-1656, with surety and under general pledge), fol. 3 r. ('beweysinge' of 06-05-1656 for 200 guilders under general pledge, subsequent note of 14-09-1656 of payment). Beets estimated that a 'beweysinge' was an acquittal for payment of an inheritance portion, but this statement seems to refer to one type of 'beweysingen' only, see N. Beets, *De Amsterdamsche weeskamer*, PhD diss. Utrecht University, 1878, p. 51.

42 For example, SA, Weeskamer, inv. 5073, 800, fol. 108r, 08-01-1654.

43 Mentioned in Backer 1919 (note 11), p. 1.

44 NA, Archief Hof van Holland, inv. 3.03.01.01, 776, nr 211, 22-12-1662, par. 7-8; see also remdoc.huygens.knaw.nl, nr e12937. Bosman claims that this valuation was false, without convincing arguments, see Bosman 2019 (note 4), pp. 22, 39.

45 G. van Wassenaer, *Practyck judicieel, ofte instructie op de forme van procederen voor hoven ende recht-bancken*, Utrecht 1660, p. 381 (nr 18).

46 This has been the main interpretation ever since the earliest surfacing of the assignment, see P. Scheltema, *Rembrand: Redevoering over het leven en de verdiensten van Rembrand van Rijn*, Kampen 1853, pp. 74-75 (speaking of a 'transport', i.e. a conveyance). See also S.A.C. Dudok van Heel, 'Rembrandt van Rhijn (1606-1669): Een veranderend schildersportret', in C. Brown e.a. (eds.), *Rembrandt: De meester & zijn werkplaats*, Amsterdam 1991, p. 61.

47 Crenshaw 2006 (note 2), pp. 68-69, 81.

48 Crenshaw 2006 (note 2), p. 68; Vlessing 2002 (note 35), pp. 154-157.

49 J.A. Ankum, *De geschiedenis der "actio pauliana"*, Zwolle 1962, pp. 70-72, 99-100.

50 Anonymous, *Glossa*, ad C. 8,53(54),27, s.v. *Data*, vol. 4, Lyon 1560, 1703; B. de Saxoferrato, *In primam digesti novi partem commentarius*, ad D. 39,5,15, Venice 1602, p. 57; B. de Ubaldis, *In VII, VIII, IX, X & XI libros codicis commentaria*, ad C. 8,53(54),27, Venice 1586, p. 181. These are commentaries on the *Roman Corpus iuris civilis* (sixth century), consisting of the *Codex Iustinianus* (C), *Digest* (D), *Institutes* (Inst), and *Novellae* (Nov).

51 G. Rooseboom, *Recueil van verscheyde keuren, en costumen*, Amsterdam 1656, pp. 311-316 (03-12-1644). See also Ankum 1962 (note 49), p. 371.

52 Anonymous, *Glossa*, ad D. 40,9,10, s.v. *In fraudem creditorum*, vol. 3, Lyon, 1560, pp. 291-292, and ad D. 42,8(9),15, s.v. *Si quis*, vol. 3, p. 564; Bartolus de Saxoferrato, *In primam digesti*, ad D. 40,9,10, p. 69v, and ad D. 42,8(9),15, p. 130v.

53 J. Voet, *Commentarius in Pandectas*, vol. 2, The Hague 1721, p. 821 (ad D. 42,8, nr 8).

54 E. Koops, *Vormen van subsidiariteit: Een historisch-comparatistische studie naar het subsidiariteitsbeginsel bij pand, hypotheek en borgtocht*, The Hague 2010, p. 144; V.J.M. van Hoof, *Generale zekerheidsrechten in rechtshistorisch perspectief*, Deventer 2015, pp. 116-117.

55 NA, Archief Hof van Holland, inv. 3.03.01.01, 776, nr 211, 22-12-1662, par. 12-13; see also remdoc.huygens.knaw.nl, nr e12937.

56 Crenshaw 2006 (note 2), p. 78.

57 One line added to SA, Weeskamer, inv. 5073, 801, fol. 4r, 17-05-1656, refers to this. For the 'beweysinge', see SA, Weeskamer, inv. 5073, 801, fol. 4r, 17-05-1656; see also remdoc.huygens.knaw.nl, nr e4700.

58 NA, Archief van de Hoge Raad van Holland en Zeeland, inv. 3.03.02, 60, doc. without nr, apostille, 14-07-1656; see also remdoc.huygens.knaw.nl, nr e4704. We could not retrieve this document in the aforementioned volume 60, where it was said to be found in 1913. See A. Bredius, 'Rembrandtiana', *Oud Holland* 31 (1913), pp. 71-72.

59 Crenshaw 2006 (note 2), p. 69.

60 Settling the debate on this issue is Bosman 2019 (note 4), pp. 107-108.

61 De Groot 1939 (note 8), vol. 1, pp. 327-328 (3.51); W. van Alphen, *Het nieuw verbeterde en geamplieerde papegay ofte formulier-boeck*, The Hague 1656, pp. 201-206; Van Leeuwen 1664 (note 8), p. 445 (ch. 41, nr 2).

62 Crenshaw 2006 (note 2), p. 70.

63 NA, Archief van de Hoge Raad van Holland en Zeeland, inv. 3.03.02, 60, doc. without nr, apostille, 17-08-1656; see also remdoc.huygens.knaw.nl, nr e12732. We could not retrieve this document in the mentioned volume 60.

64 SA, Weeskamer, inv. 5073, 514, fol. 147v, 06-09-1656; see also remdoc.huygens.knaw.nl, nr e12733.

65 SA, Schepenen, inv. 5063, 38, fol. 256v, 29-01-1653.

66 Crenshaw 2006 (note 2), pp. 78-79. For more arguments supporting that conclusion, see C. In't Veld, 'Rembrandt's boedelafstand: een institutionele en politieke benadering', *Pro memorie: Bijdragen tot de rechtsgeschiedenis der Nederlanden* 21 (2019), pp. 72-89.

67 For the practice of 'cessie van goede' in the early sixteenth century, see Van Leeuwen 1664 (note 8), p. 446 (ch. 41, nr 3); J.Q. Whitman, 'The moral menace of Roman law and the making of commerce: Some Dutch evidence', *Yale law review* 105 (1996), pp. 1841-1889, spec. 1878-1879.

68 Whitman 1996 (note 67).

69 G.A. Bredero, *Moortje en Spaanschen Brabander*, Amsterdam 1999, p. 52 (lines 519-523).

70 B. van Zutphen, *Practycke der Nederlansche rechten*, Leeuwarden 1655, p. 127 (nr 33).

71 Van Leeuwen 1664 (note 8), p. 446 (ch. 41, nr 3). This rule was commonly accepted for 'cessio bonorum', the Roman proceeding on which 'cessie van goede' was based, see J.A. Obarrio Moreno, 'La cessio bonorum en la tradición jurídica medieval', *Glossae: European journal of legal history* 13 (2016), pp. 450, 453; P. Zambrana Moral, *Derecho concursal histórico I: Trabajos de investigación*, Barcelona 2001, p. 178.

72 W. Pakter, 'The origins of bankruptcy in medieval canon and Roman law', in P. Linehan (ed.), *Proceedings of the seventh international congress of medieval canon law*, Vatican City 1988, pp. 495-496.

73 The ceding debtor could retain some control over the management of the estate and the public sale. According to van Wassenaer it was common that the creditors received possession of assets, only "for as long as they were not paid". After payment, the assets were returned, as was any excess profit made out of a public sale, see Van Wassenaer 1660 (note 45), vol. 1, pp. 335-336 (ch. 18, nr 19), 343 (ch. 18, nr 37).

74 See note 29.

75 Crenshaw 2006 (note 2), pp. 40, 56, 67.

76 SA, NA, inv. 5075, 2440, fol. 108, 24-11-1655.

77 De Groot 1939 (note 8), vol. 1, pp. 55-56 (2.5.16-20).

78 De Groot 1939 (note 8), p. 53 (2.15.3).

79 De Groot 1939 (note 8), p. 54 (2.16.4); Van Leeuwen 1664 (note 8), p. 200 (ch. 3, nr 12).

80 SA, NA, inv. 5075, 1758, fol. 257r-258r, 20-10-1657.

81 SA, NA, inv. 5075, 1758, fol. 283r-284r, 22-11-1657.

82 According to the 'aasdomsrecht' the immovable property had to return to the lineage of the family from which it had come. In case one of the parents had died, the inheritance was split up ('kloving') between the two sides of the family, see De Groot 1939 (note 8), vol. 1, p. 83 (2.28.22); Fischer 1967 (note 6), pp. 343-344; Roes 2006 (note 8), pp. 205-213.

83 SA, NA, inv. 5075, 2614B, 15-12-1660; see also remdoc.huygens.knaw.nl, nr e12869.

84 In most legal commentaries it was considered usual that an 'institor' (i.e., administering agent) in a 'societas' was one of the partners, see R. Zimmermann, *The law of obligations: Roman foundations of the civilian tradition*, Oxford 1996, p. 469. Exclusion of liability for agents was dependent on their non-investment in the partnership, see, for example, H. Felicius, *Tractatus de communione seu societate*, Genua 1677, pp. 353-355 (ch. 30, nrs 15-27).

85 Crenshaw 2006 (note 2), pp. 86, 88.

86 On the entrepreneurial qualities of golden age artists, see C. Rasterhoff, 'Economic aspects of Dutch art', in W Franits (ed.), *The Ashgate research companion to Dutch art of the seventeenth century*, Abingdon 2016, pp. 355-371.

SUMMARY

The life of Rembrandt van Rijn (1606-1669) has received considerable attention and, moreover, his filing for 'bankruptcy' in July 1656 has been re-examined. Especially Paul Crenshaw distilled – from a detailed analysis of the archival materials – a picture of Rembrandt reluctantly fulfilling obligations and transgressing the edges of what the law or custom allowed. This article, by contrast, argues that the legal dealings of the artist did not usually go beyond the norms of his days, and that the artist was very well aware of the legal rules.

Rembrandt was a meticulous entrepreneur, who used the legal framework to its utmost advantage, but without breaching its rules. His most controversial act certainly was the assignment ('beweysinge') of his house to his son Titus in May 1656, weeks before he filed for 'cessie van goede' with the High Council. This assignment at the Orphans Chamber is generally considered as a conveyance of the house. However, from legal doctrine, the course of affairs in Rembrandt's case, and from similar assignments available in the archives, follows that the assignment must be regarded as a promise and collateral swap, rather than a conveyance. Therefore, the assignment cannot be considered as an intended deflection of creditors.

The same ambivalence is apparent from the application for 'cessie'. When filing for 'cessie', Rembrandt knew that he was able to retain control and that there was a chance that the house was not sold publicly. In the Netherlands, in the third quarter of the seventeenth century, morals required debtors to pay their debts – Rembrandt did not care about this. But in legal terms, condemnable acts were rare. All this asks for an appraisal of Rembrandt, not only as entrepreneur in an economic sense, but also as a legal actor manoeuvring through the law.