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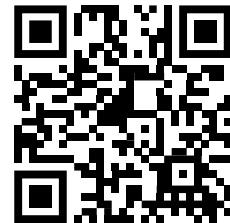


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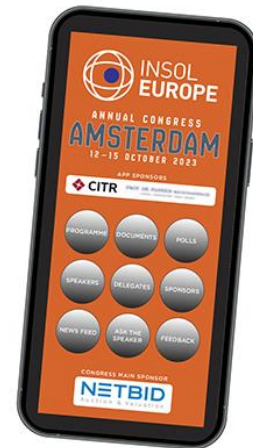
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Opening remarks of the Annual Congress

Congress Facilitators & Co-Chairs



Carmel King
Grant Thornton, UK /
Co-Chair of the INSOL
Europe Anti-Fraud Forum



Enda Lowry
Teneo, Ireland



Alice van der Schee
Van Benthem & Keulen,
The Netherlands



Keynote speech:
Rembrandt's Bankruptcy
Prof. Bob Wessels
University of Leiden,
The Netherlands

Rembrandt

The legal and financial life of
an artist-entrepreneur
in 17th century Holland

Bob Wessels
prof. em. University of Leiden



Selfportrait 1658
(Frick Collection, NYC)

Timeline of Events



The house / Het huis





- Saskia in rijk gewaad, 1642
- Saskia in rich robe, 1642



Rijksmuseum:

The 'Musketeers of District II led by captain Frans Banninck Cocq, known as the "Night Watch"' ('Schutters van wijk II onder leiding van kapitein Frans Banninck Cocq, bekend als de "Nachtwacht"'), 1642



- Titus van Rijn aan zijn bureau, 1655
- Titus van Rijn at his desk

Transfer house to Titus? / Overdracht huis aan Titus?

Will of Saskia, 5 June 1642; she passes away 14 July 1642, still 29 years old:

'... hoewel sieck te bedde leggende, nochtans haer memorie ende verstand wel gebruijckende als 't uiterlyck bleeck' ... 'haere erfgenamen' ... Titus van Rhijn, 'haeren soon',

...'met die conditie nochtans' ... 'dat Rembrandt van Rhijn, hare man, tot heruwens, ofte niet heruwende tot stervens toe, in volle possessie ende vruchtgebruik van alle hare testatrices naertelatene goederen sal blijven sitten;'

Although sick in bed, yet was in full control of her memory and mind, as it appeared outwardly

'her heirs' ... Titus van Rhijn, 'her son' ... 'under the condition however'... that Rembrandt van Rhijn, her husband, until remarrying, or when not remarrying, until his death will, have possession and usufruct of all her ... goods.

Vier weken vóór cessio bonorum (RD 1656/6)

Den 17. May 1656 heeft Rembrant van Rhijn, schilder bewesen sijnen soone Titus, out 15 jaer daer moeder af was Saskia Uylenburch, voor sijn moeders erf[fenisse] een huijs ende erf, staende ende gelegen op de Antony breestraet, vrij sonder eenige belastinge. ende dat bij provisie ter tijden ende wijlen hij hem wederom ten tweeden houwelijk soude mogen comen te begeven, als wanneer hy den voors. synen soone syn volle moeder erf[fenisse], ende sal ondertusschen de voors. synen soone houden met behouden goede sal bewijzen tot sijne iaren toe omme de vruchten van dien, ende tot bevrijdinge van de schulden ende lasten, op het voors. huys geaffecteert, verbonden alle syne goederen, roerende ende onroerende, praesente ende toecomende, des sal bij provisie voorts blijven sitten in alle de andere goederen, schulden ende inschulden; ende dit op het behagen van de moeders vrunden. Prae[sentibus] de heeren Hendrick Spiegel ende Jan van Waveren, Wees[meesteren].

Four weeks prior to cessio bonorum (RD 1656/6)

On 17 May 1656, Rembrandt van Rhijn, painter, has assigned to his son Titus, 15 years of age, whose mother was Saskia van Uylenburgh, as his mother's legacy, a house and ground standing and situated on Anthonybreestraat, free of any encumbrances.

And with this proviso, if he should marry a second time, he shall assign his [Titus'] entire legacy left by his mother to here aforementioned son. Meanwhile he shall support him, until he comes of age, with the benefits accruing therefrom. And in order to free the house from indebtedness and obligations encumbering it, he pledges all his possessions, movable and immovable, present and future.

According to these provisions, Rembrandt shall continue to administer all the other property, debts and claims and this with the [expected] consent of his [Titus'] maternal relatives.

In the presence of Messrs. Hendrick Spiegel and Jan van Waveren, commissioners of the Chamber of Orphans.

In document in 'Weeskamer' 'bewesen' – 'bewijzen' / 'to prove' (?)

5 possible interpretations:

1 - *neutrale betekenis / neutral expression*

R demonstrating (to Weeskamer/Orphan Chamber) he is owner/has possession of the house?

2 – *idem/ditto*

Mere ascription (tenaamstelling of medetenaamstelling) of house to Titus?

In document in 'Weeskamer' 'bewezen' – 'bewijzen' / 'to prove' (?)

3 - *eenzijdige toezegging / unilateral promise of 'safeguard'*

R's promise to also be responsible for his debt against Titus (on the basis of Saskia's will)

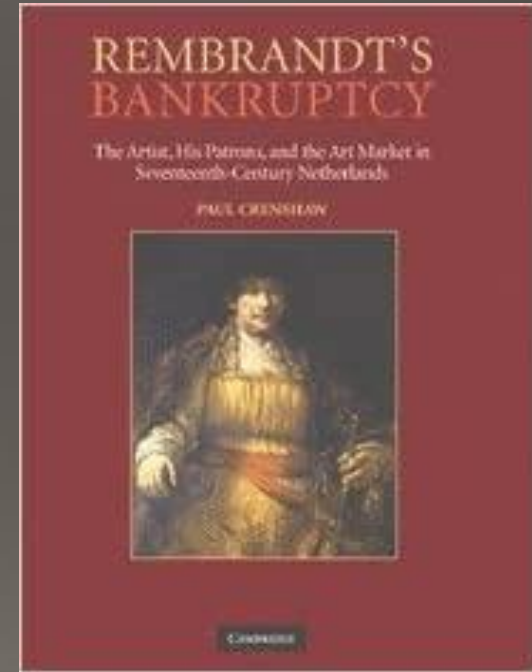
- NB Titus had 'legaal hypotheek' van wetswege / 'legal mortgage' by operation of law

4 - *voorwaardelijke scheiding (en deling) / conditional partition of testamentary property*

R's partial allocation of part of joint goods (in short 'Titus the house; Rembrandt 'the art')

5 – *echte 'overdracht' / real transfer, assignment* [majority in literature, Crenshaw 2006]

- Paul Crenshaw, *Rembrandt's Bankruptcy: The Artist, his Patrons, and the Art Market in Seventeenth-Century Netherlands*, Cambridge University Press 2006
- 'Crenshaw refutes the popular view of the artist as a naïve victim of class, artistic and economic exploitation'.
- 'His evasion of responsibility to his creditors was so socially disreputable that laws in Amsterdam were quickly altered.'



Literature

Crenshaw (2006) ... just two weeks after '... Rembrandt's maneuver with the Weeskamer', in which Rembrandt '... clearly attempted to escape his obligations to his creditors', a '... new law was passed in Amsterdam', which '... was amended shortly after he applied for cessio bonorum'.

Crenshaw: 'These new regulations prevented citizens from bringing goods to the Weeskamer and assigning them to their children prior to declaring bankruptcy' ...

'In other words, Rembrandt's transfer of property to his son was legal at the moment that he did it, but ran so contrary to customary and accepted practice that it was quickly outlawed'.

Literature (cont'd)

This view is clearly dismissed:

- built on the false assumption that the title to the house (right of ownership) had passed to Titus
- based on an inaccurate reading of the 'new law' (i.e. a '*keur*', a city statute)
- this 'statute' clearly relates to a different situation, namely the case in which the entire estate belongs to the surviving parent and, on the other hand, this parent pays a sum of money to the children, i.e. a buyout sum (*uitkoop*) ('by forme van uitkoop, namelijk, dat de langstlevende blijft zitten in den geheelen Boedel alleen, mits ...'). In such a case, the child as an heir would have remained fully liable towards the creditors of the estate. The statute does not relate to the situation in which action is taken by way of partitioning the common goods ('niet bij schiftinge en scheidinge der goederen zelfs').
- the aforementioned statute has nothing to do with Rembrandt's *cessio bonorum*.

Civil/commercial law in Holland 17th century (i)

- Legal melting pot, including canon law, Roman law, legislative collections like the Great Placard books, collections of jurisprudence, opinions of legal authors and the publications of Hugo de Groot (Grotius)
- This mixed legal system of law in Holland, the result of the growth of an uncoordinated set of rules and principles, is referred to as Roman-Dutch law, a term still used today in South Africa
- In 1638 the Court of Holland, Zeeland, and West-Friesland, decided that the Costumen of the city of Antwerp 1582 should be introduced '... in our territory and other countries, where trade and business are prevailing' ('... *dat de selve Costumen in patria nostra en andere landen, daer de negotie en koopmanschap vigeren*')
- Amsterdam Ordinance 1643 (followed by new Ordinance 1659, in force till 1777) applied to insolvency matters

Insolvency law in Holland 17th century (ii)

- In this area of law, the Amsterdam Chamber of Abandoned and Insolvent Estates (*Desolate Boedelskamer*) had a specific role; in today's terms it would be a partly administrative, partly legal institution
- Commissioners (5-7); appointment of 'curateur' Torquinius
- Commissioners: roughly half had legal background (not being judges), others were regents/merchants
- Note: the Chambre's territorial jurisdiction?
- Note: 6 September 1656 appointment by Orphan's Chamber ('*Weescamer*') of Jan Verwout, as guardian of Titus, succeeded as guardian by Louis Crayers, 4 April 1658







Application for Cessio Bonorum (14 July 1656)

RD 1956/10 / [document/remdoc/e4704](#)

- **Document** type: mandement van cessie [application of bankruptcy]

Description (Dutch):

Location: Den Haag, Nationaal Archief

Archive type: Archief van de Hoge Raad van Holland en Zeeland

Access number:

Author name: Nicolaes Geltsack (advocaat/procureur [solicitor/attorney])

Object name: Rekesten Hoge Raad

Inventory number:

Folio number: 6o [CHECK]

Folio side:

Page number:

RD: 1656/10 Urk. NRD

Literature: Bredius 1913, pp. 71-72; Backer 1919, pp. 7-17, 97-112, 173-182; Henckel 1919, pp. 807-899; Backer 1924 (1), pp. 244-248, 217-240, 361-368; Backer 1925, pp. 50-60; Bredius 1925, p. 266; Van Gelder 1956, p. 10; Oldewelt 1962, pp. 421-433; Vis 1965, p. 140; Van Eeghen 1968, pp. 31-32; Wijnman 1968, p. 116; Giltaij 2003 [CHECK]

Provenance:

Permanent link: [document/remdoc/e4704](#)

Aen de Hooghe Overicheijt

Geeft reverentelick te kennen Rembrant van Rijn woonende tot Amsterdam dat hij suppliant door verliesen geleden in de negotie alsmede schaden ende verliesen bij der zee in soodanigen ongelegentheit is geraeckt, dat hem niet mogelijk is sijne crediteuren te kunnen voldoen, ende alsoo deselve sijne crediteuren met naemen d'Heer Burgemr. Cornelis Witsen, Isaacq van Hertsbeecq, Mr. Daniel Francen, Gerbant Ornia, Hiskia van Vuijlenburch, Geert Dircx, Gerrit Boelissen, ende andere wel behoorden daer op reguardt te nemen, is het echter sulcx dat hij wert gedreijcht van de selve te sullen werden overvallen, oirseacke waeromme den suppliant genootsaeckt is sich te adresseren aen U Ho. Overicheijt oijtmoedelick versouckende brieven van cessie, met committimus aen den Gerechte van Amsterdam, d'welck doende recht

N. Geltsack

[i.m.] Fiat advijs aen Burgemeesteren ende Regeerders van Amsterdam, gedaen in den Hoogen Rade in den Haghe desen xviii Julij 1656, Iman Cau.

Gesien de rescriptie fiat mandement van cessie ende committimus aen de Gerechte van Amsterdam.

Gedaan in den hoogen Rade van Hollant desen viii Augustii 1656, Iam Cau.

To the High Court

Rembrant van Rijn, residing in Amsterdam, respectfully acknowledges that he, the applicant, due to losses suffered in business, as well as damages and losses at sea, has come into so much difficulty that it is impossible for him to pay his creditors, and therefore these creditors, namely Burgomaster Cornelis Witsen, Isaacq van Hersbeecq, Mr. Daniel Francen, Gerbrandt Ornia, Hiskia van Vuijlenburch, Geert Dircx, Gerrit Boelissen, and others should take this into consideration, the situation being that he is exposed to surprise threats by the aforementioned, for which reason the applicant is obliged to address himself to Your Hon. Magistracy and humbly petition for a letter a cession, the jurisdiction to be transferred to the Amsterdam Court,

H. Geltsack 1656

[in margin:] [1] Disposition: asked the advice of the burgomasters and magistrates of Amsterdam.

Enacted by the High Court of the Hague, 14 July 1656. Iman Cau.

[2] As a consequence of the reply received, letters of cessio granted with transfer of the jurisdiction to the Court of Amsterdam. Enacted by the High Court of Hollant 8 August 1656.

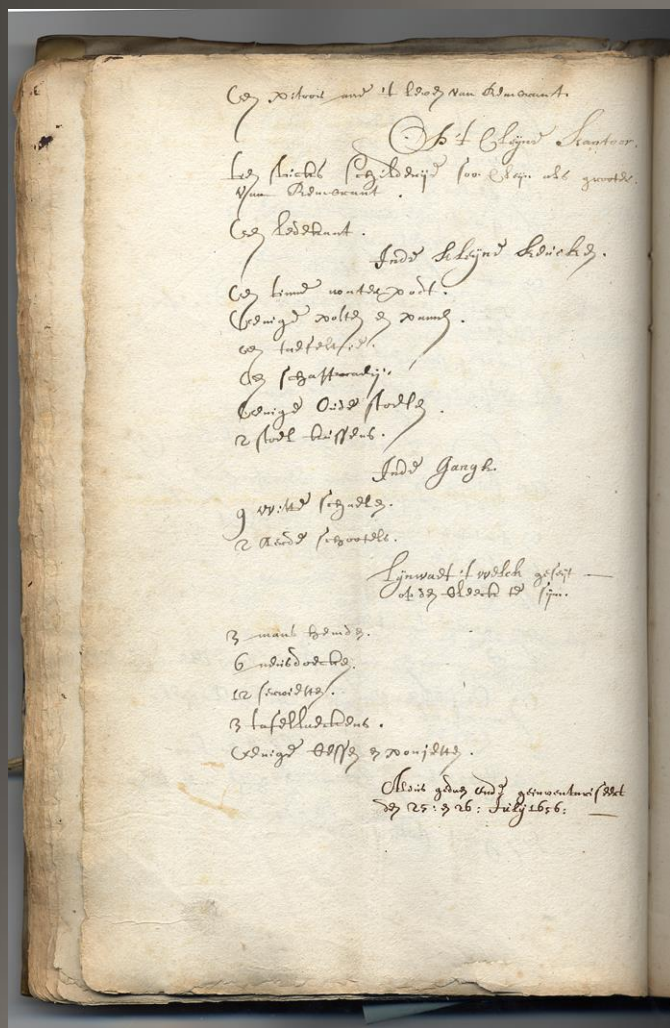
Genaal gelyk
 1750 d. 30ste d. 1750
 St. A. Anil. St. 1750
 Inventaris van de
 eigendoms van de
 Boedel van de
 Rijk

In 't Voorhuis.

Rijksdag.

- 1) St. A. d. van de Boedel van de Rijksdag.
- 2) St. A. d. van de Boedel van de Rijksdag.
- 3) St. A. d. van de Boedel van de Rijksdag.
- 4) St. A. d. van de Boedel van de Rijksdag.
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- 15) St. A. d. van de Boedel van de Rijksdag.
- 16) St. A. d. van de Boedel van de Rijksdag.
- 17) St. A. d. van de Boedel van de Rijksdag.
- 18) St. A. d. van de Boedel van de Rijksdag.
- 19) St. A. d. van de Boedel van de Rijksdag.
- 20) St. A. d. van de Boedel van de Rijksdag.

- Boedelbeschrijving 25 en 26 juli 1656
- Inventory of estate 25 and 26 July 1956



- Laatste pagina (p. 20)
- Last page (p. 20)

Dutch text

- 'door verliesen geleden in de negotie'
- 'alsmede schade ende verliesen bij der zee'
- 'wert gedreijcht van de selve te sullen werden overvallen'

Causes

- 'due to losses suffered in business'
- 'as well as damages and losses at sea'
- 'threatened by his creditors to be captured'

Comparison:

- 'negotie', in general means 'trade'. Was Rembrandt indeed a trader in art? Or was meant his general business: lack of new commissions for paintings or etchings or lack of pupils?
- Rembrandt may have had investments in ships or have a share in a company of cargo ships or losses at sea of his own art work which could have been lost because of a shipwreck during a transport at sea ('Zuiderzee'). Or: just a standard sentence in a standard form used?
- Some mindreading: as a toppainter he did not wish to be dishonored by having to go to jail, and then: who would continue the training of his pupils? and who would take care of the little child? Or did cessio bonorum include public shaming?

Consequences cessio bonorum

Assignment of estate – 'international jurisdiction'

For small businesses – larger businesses 'compulsory settlement'

Focus on assets – hardly focus on debtors (anymore)

Legal consequences:

1 Remaining debt not forgiven; no debt discharge

2 Kept debtor out of the dungeon ('*uit de kerker*')

3 Afforded with privilege of indigence ('*voorrecht van nooddrift*')

Debtor to announce proceeding? To publicly show remorse?

Show me a judge!





- Govert Flinck,
Schutters
[Musketeers] van de
compagnie van
kapitein Joan
Huydecoper en
luitenant Frans van
Waveren, 1648
- [Amsterdam Museum]



- Frans Oetgens van Waveren,
Commissaris Desolate
Boedelskamer 1654



- Nicolaes Oetgens van Waveren, Commissaris Desolate Boedelskamer 1656-1661



De Curateur over den Insol-
benten Boedel van Rembrant van Rijn / konstigh
Schilder / sal / als by de E. E. Heeren Commissari-
sen der Desolate Boedelen hier ter Stede daer toe ge-
authoriseert / by Executie verkopen de voordere Papier
Kunst onder den selven Boedel als noch berustende/
bestaende inde Konst van verscheiden der voornaemste so Italiaensche/
Fransche / Duytsche ende Nederlandtsche Meesters / ende by den selven
Rembrant van Rijn met een groote curieusheyt te samen versamelt.

Gelijck dan mede een goede partye van
Teekeningen ende Schetsen vanden selven Rembrant van Rijn selven

De verkopinge sal wesen ten daeghe/
ure ende Jaere als boven / ten huysse van
Barent Jansz Schuurman / Waert in
de Keyzers Kroon / inde Kalver Straet/
daer de verkopinge vooz desen is geweest.

Segget voort.

- Aanplakbiljet openbare verkoping (collectie British Museum)
- Public sale placard (collection British Museum)

Seekere compagnie – Hendrickje en Titus



- Hendrickje Stoffels,
1656



- De Staalmeesters, 1662
- The Wardens of the Amsterdam Drapers' Guild, known as 'The Syndics'



Here was Rembrandt's
last house
† 4-10-1669



- Rozengracht 184,
Amsterdam



‘AntiekTattoo is a tattoo shop and an art gallery located on the Rozengracht 184, right in the city centre of Amsterdam. We are situated in the last residency of Rembrandt van Rijn, one of Holland’s most famous painters. Because of this very special location and our own dedicated team of artists Antiek tattoo breaths a very special atmosphere’.



Westerkerk:

Gedenksteen 1906

Memorial tablet 1906



Thank you for your attention!



Bob Wessels

bwessels@bobwessels.nl

++31629577403

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Cryptocurrency exchange and insolvency



Panel leader: David Orsula
bnt attorneys in CEE, Slovakia /
Co-Chair of the INSOL Europe Legal
Tech and Digital Assets Wing



Pierre-Gilles Wogue
Advant-Altana,
France

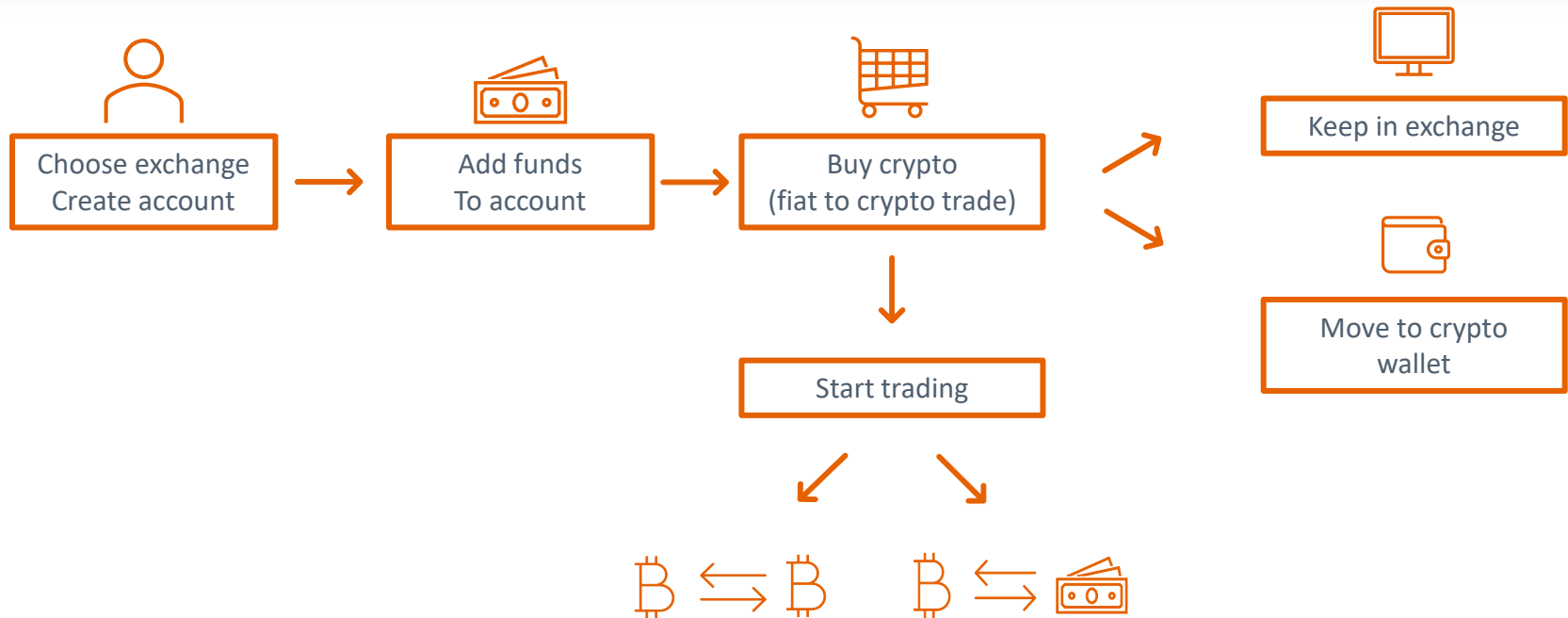


Max Mailliet
E2M,
Luxembourg



Gwilym Jones
Henderson & Jones,
UK

Market overview

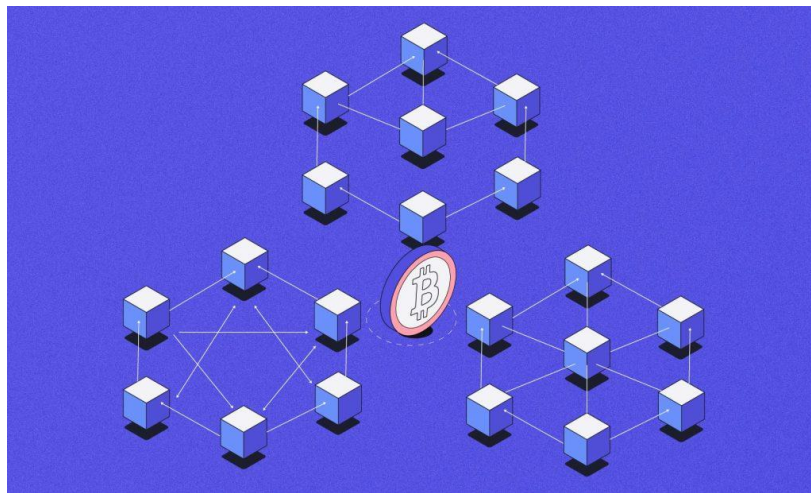


Crypto exchange types

Centralised (CEX)

Decentralised (DEX)

Hybrid (HEX)



CEXS VS DEXS: MAJOR DIFFERENCES

	CEX	DEX
Execution	Operates through an intermediary organisation for clearing transactions	Operates through automated smart contracts without an intermediary
Data storage	Server	Blockchain
Market making	Order book	Automated market maker (AMM) protocol
Transaction costs	Higher trading fees	Lower transaction costs
Speed	Faster transactions. Trades complete in milliseconds	Slower transactions. Trades can take up to several minutes to complete
Anonymity	Identity should be disclosed according to regulatory rules	User identity is represented only by the address of the wallet

Where are the assets?

CEX

Creditor

DEX

Wallet owner

No deposit insurance schemes!



SASCHA CARROLL

FEB 11, 2014

Agonizing Mt.Gox Blames Bitcoin for Insolvency

Without unnecessary preambles – Mt.Gox is almost dead, and in its final convulsions the exchange service attempted to take Bitcoin with it in the Tartarus of the technological world.

786 Total views



850.000 bitcoin “lost” in
DDOS attack

200.000 “found”

Liquidation ongoing

Payments “soon”, by 23
October 2023?

2022



Three Arrows Capital



BlockFi

VOYAGER

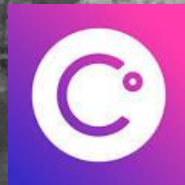
WINTER IS COMING




FTX



GEMINI



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Home > Legal Rights > **Bankruptcies**

Crypto Bankruptcies

A number of cryptocurrency companies filed for bankruptcy in 2022, leading to the freezing of investors' assets. These bankruptcies prompted cryptocurrency lawsuits against FTX, Gemini Trust and Genesis Global Capital, among others. The total value of the crypto market declined more than \$2 trillion in 2022.



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Crypto peaked a year ago — investors have lost more than \$2 trillion since

PUBLISHED FRI, NOV 11 2022-7:00 AM EST | UPDATED MON, NOV 14 2022-3:07 AM EST



Ari Levy
@LEVYNEWS



MacKenzie Sigalos
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KEY POINTS

- A year after bitcoin peaked at more than \$68,000 it's down below \$18,000.
- The industry has been hit with macroeconomic challenges, market forces and scandals.
- What was dubbed the crypto winter earlier this year turned disastrous this week with the spectacular collapse of FTX.

TRENDING NOW



Troops mass at Gaza border; Hezbollah and Israel exchange shelling

Neue Zürcher Zeitung

Im Schatten des FTX-Prozesses spielt sich ein weiteres Krypto-Drama ab: Die weltgrößte Bitcoin-Börse, Binance, kämpft ums Überleben

Die Handelsplattform Binance und ihr Chef, Changpeng Zhao, stehen im juristischen Dauerfeuer, auch wegen FTX. Kollabiert Binance, ist das für den Krypto-Markt ein grosses Problem.

Eflamm Mordrelle

08.10.2023, 05.30 Uhr · 4 min



Hören



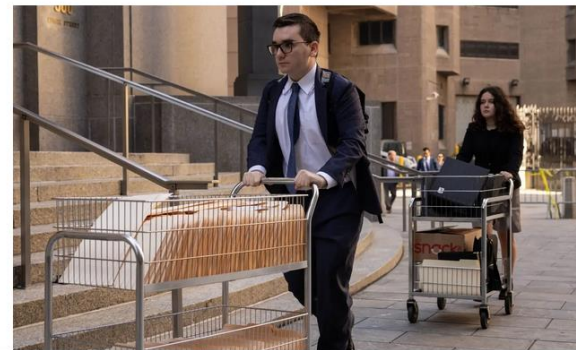
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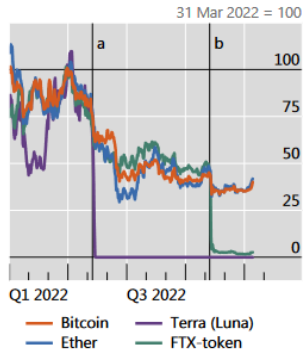
Teilen



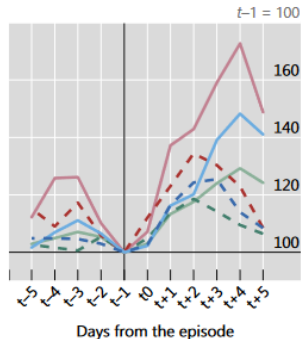
In stormy seas, "the whales eat the krill"

Graph 1

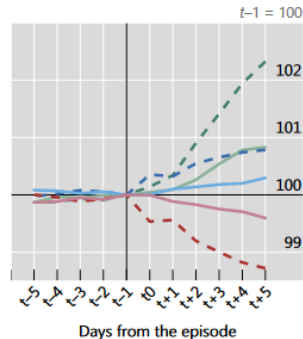
A. As prices tumbled...



B. ...all users traded more...¹



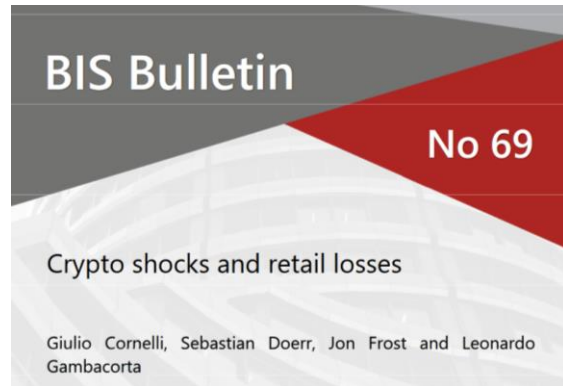
C. ...but whales sold while krill bought²



¹ Terra USD and Luna collapse, 8 May 2022. ² FTX collapse, 7 November 2022.

¹ Based on daily active users of cryptocurrency apps. ² Based on the number of BTC held in addresses with balance less than 1 BTC (small), 1-1000 BTC (medium), and more than 1000 BTC (large).

Sources: CoinGecko; IntoTheBlock; Sensor Tower; authors' calculations.



After prices peaked in November 2021, crypto's rise reversed course in 2022, when the prices of many cryptoassets collapsed. As valuations tumbled, over \$1.8 trillion of crypto value dissolved. Over \$450 billion vanished during the market turmoil following the Terra/Luna collapse in May 2022 alone; another \$200 billion was lost in the wake of the FTX bankruptcy in November 2022.



Cleaning up the Mess: How to deal with contaminated assets?



Panel leader:
Christel Dumont
Dentons, Luxembourg



Joost de Groot
NetBid,
The Netherlands



Christophe Thevenot
Thevenot Partners,
France



Andrew McIntosh
Aon,
UK

First : The inception

•

1st Question: Have you already taken an appointment in which there were some contaminated assets or a risk of contamination?

Yes

No

.

2nd Question: Have you sued or been sued in relation to contaminated assets?

Yes

No

3rd Question: If in your jurisdiction it is possible to refuse an appointment as IP, would you refuse an appointment due do contaminated assets?

Yes

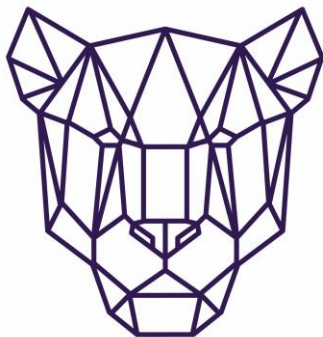
No

Second : During the process

**Third : Surprises – surprises or
“you don’t know what you don’t
know”**

Coffee Break

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Insolvency and ethics: The fundamental questions for professionals involved in insolvency



Barbara Rumora-Scheltema
NautaDutilh,
The Netherlands



Prof. Irene Lynch Fannon
Matheson,
Ireland

- You are the bankruptcy administrator of a large manufacturer of high end design furniture. The company will shut several of its stores, and many of the showroom models will be sold at an auction you will organize. Among the items that will be sold is a beautiful kingsize bed. The regular sales (retail) price for this bed is EUR 15,000, but you have engaged an appraiser who has estimated that the price you will get in a fire sale will be no more than EUR 5,000. Your sister has just bought a new home and needs a kingsize bed; she is very interested in the one you are selling and offers you EUR 7,000 – still less than half of the regular retail price but 40% above the amount the appraiser has estimated. She does not want to wait for the auction to place her bid there.
- Is it okay to sell the bed to your sister?

- You decided it was not ok to sell the bed to your sister and told your sister as much, thus causing some familial disharmony. You continue with your work as the insolvency administrator. You are approached by a legal professional who is acting on behalf of a buyer for a number of items including the bed. Oddly, one of the items was a modernist standing lamp that you had admired with your sister when looking at items beforehand. The total purchase price for the group of items represents a 30% discount on valuation of the goods which is a significantly better valuation than the 33% valuation in a fire sale mentioned above.
- Are you bound to enquire and establish who exactly is the buyer of the goods represented by the legal professional?
- Are you entitled to rely on the legal professional's refusal to disclose his or her principal?
- Do you have a duty to refuse to sell based on your own suspicions that the legal professional is in fact linked to your sister?

- In your investigations of the events that took place in the year preceding the bankruptcy of the furniture company, you found that the company had been indirectly involved in an unfortunate accident. The director, who apparently enjoys a glass of wine, had had a drink too many during the office winter drinks, and when driving home crashed his car already on the parking lot, causing damage not just to five or six parked cars, but also to the company's headquarters. The whole incident had not been publicized, among other things because the director had paid for all damages that he had caused and in addition, having been deeply embarrassed by the events, apologized to everyone who had been affected, including the company.
- Do you include this finding in your report to the court and/or creditors/creditors committee?

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