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Summary

Until the Reformation, altarpieces were among the most prestigious and costly works produced in painters' and sculptors' workshops. Due to the large sums of money involved, it was essential that they were made on the basis of clear agreements laid down in a written contract. Today, those contracts are probably the most important source of information on the history of a work's production. For the period from 1430 to 1570, there are 95 surviving Netherlandish contracts for the carving, polychroming or painting of an altarpiece. Sixty-six of them– a third from the Northern Netherlands and two-thirds from the Southern Netherlands – provide enough information to create an impression of the altarpiece that had been commissioned. This study focuses mainly on the Northern Netherlandish contracts made with altarpiece painters. To provide a firmer basis for my conclusions, the first part of this book examines these contracts within the broader context of all the Netherlandish contracts known for this period. As well as establishing whether altarpieces can justifiably be regarded as a distinct category for study, I estimate how many altarpieces are likely to have existed in the Northern Netherlands in this period.

Part I
Contracts for altarpieces in the Northern and Southern Netherlands

In principle, if a painting or carved group of figures ever stood on an altar, it qualifies as an altarpiece. Today, however, it is not usually possible to establish how a work was originally used, so is it meaningful to regard altarpieces as a distinct category for study? The answer is provided by contemporary sources, which, throughout the period in question, show that altarpieces were clearly distinguishable from other works. In this study of source documents, it therefore seems justified to exclude contracts with sculptors and painters for any other types of work.

Here I argue that, in the middle of the sixteenth century, there must have been something between 8,500 and 9,500 altars in the Northern Netherlands. But this indicates only the maximum number of altarpieces that could have existed in the period between 1450 and 1570. The actual number is hard to estimate reliably: not only did one altarpiece have a different 'shelf-life' from another, some altars never had an altarpiece at all.

Altarpieces also varied with regard to type and price. Churchwardens, monastic orders, guild masters, and other potential customers could commission a work according to their needs and means – but could also buy one that had been produced for an anonymous market. Such patrons could also have a work produced by an artisan who worked in their service, with whom no contract was necessary. Thus, various kinds of contract have survived – not just those for the production of a single item for which payment would be made (the main focus of this study), but also employment contracts and sales contracts. In all cases, the purpose of the contract was to cover against default by one of the signatories.

A contract can be defined as any oral or written agreement on a particular undertaking. To ensure that this agreement is kept by all parties, it was obviously important that it were written down. Extra certainty could be provided in various ways: witnesses could be provided, a chirograph made, a *godspenning* given (a small sum that confirmed the agreement), *wijnkoop* paid (literally 'wine money', essentially a toast), or, as often happened in the Southern Netherlands, the contract could be registered in the ship's register.

All these contracts specify the names of the people who were party to them: the patron or his deputy, and the craftsman with responsibility for producing the work. The artist or craftsman could also leave the making and signing of the contract to a deputy, who was thus responsible for ensuring that the commission was completed. This research shows that most patrons were party to a contract by virtue of a specific office or duty. Private works were usually commissioned on the basis of an oral contract, probably because there was no need for accountability to third parties. But the patron was accountable if he was acting in an official capacity – in other words, not in a private one – or if he was not the donor or the person financing the work. As he was obliged to account for his expenditure and financial management, he also needed to keep fully documented accounts.

In towns that had a craftsman's guild, the contractor for the commission was always a craftsman or master craftsman, whose membership of the guild was

obligatory. Although the purpose of this obligation was to make it impossible for outsiders to work in the town, this research shows that there were various ways in which a patron could nonetheless work with an outsider.

While the content of these contracts first appears to be somewhat arbitrary, further study shows it to be entirely logical, and to depend on the type of altarpiece being ordered, as well as on its production phase and any work that may have been subcontracted. Contracts consistently specify the delivery period and price. Many also specify a number of means whereby the signatories could be compelled to honour their agreement. If there were stipulations regarding the premature termination of the contract, these almost always concerned the eventuality that the craftsman should die before the work was completed. Especially with paintings, it was often the case that not all the work was done by the artist himself, but by journeymen, apprentices, pupils and assistants. While one might therefore expect a patron to demand that important works were indeed by the master, this was stipulated in only three of the contracts I examined. If the quality of an altarpiece was to be assessed or if the value of the work was to be established, a decision could be made during inspection by a craftsmen's committee.

A relatively large number of contracts refer to an explicit pattern or example. Although this was an integral part of the contract, only one has survived complete with the accompanying text: a schematic drawing of a triptych on the same folio as the text itself. The level of detail in such drawings will have varied from one commission to another. If the contract referred to an example that was to be imitated, it did not, as often assumed, mean that a copy was being ordered. Instead, the example set a kind of standard for the quality that was to be provided.

Almost always, the day on which the altarpiece was delivered coincided with the payment of the last instalment. Often, an important festival in the liturgical calendar was chosen for the occasion; Easter was the favourite, followed by Christmas and Whitsun. A rough indication of the time that was needed to produce an altarpiece is often provided by the interval between the date on which the contract was concluded and that on which the work would be delivered. Naturally, this period depended on the size and complexity of the altarpiece, and also on the number of craftsmen and the size of the workshop. On the basis of the contracts examined during this study, it can be concluded that, on average, some eighteen months were needed to carve an altarpiece, though three years is also stipulated. The three contracts for a sculpted altarpiece reflect an average delivery period of fourteen months. A little over twelve

months was agreed in contracts for altarpieces in which a group of carved figures had to be polychromed and gilded and the wings had to be painted. Delivery times for a painted triptych with predella ranged from seven months to a year. Contracts with Maerten van Heemskerck are an exception: he was given three years a half to paint the two inner panels and one outer panel of the high altar at the Oude Kerk in Amsterdam. He also worked for four years on the large St Lawrence altar for the high altar of the Grote Kerk in Alkmaar.

Such long time-spans often complicate the process of price analysis, as does the lack of information not only on the dimensions of the altarpieces but also on payment for the cost of the artist's materials. Only in the sixteenth century, prices depended partly on the fame and status of the craftsman or artist. A carved altarpiece seems to have been more expensive than a painted one, especially if the figures were polychromed and the wings were painted. But a sculpted altarpiece was the most expensive of all, almost certainly due to the costly types of stone that were used. In the years around 1500, a painted altarpiece could easily cost some two hundred *gulden* of 20 *stuivers*. Later, the price could vary greatly. While a triptych by a lesser master such as Deys might cost under a hundred guilders, an altarpiece by men such as Jan van Scorel or Maerten van Heemskerck could rise steeply. These painters were thus the only ones who were paid in annuities.

Commissioning an altarpiece was a very expensive affair, and funding nearly always required external means. In almost every case, the amount in question was paid in instalments. It is not just that this ensured the smooth progression of the work at hand: usually, such high sums could not be paid in any other way. Most altarpieces were funded by donations (which were collected over an extended period), by legacies, by the sale of annuities, or out of a guild's income – or indeed by a combination of any of the above.

To ensure that signatories kept their sides of the bargain, the contracts specified all manner of sanctions. When penalty clauses and imprisonment were threatened, it was almost always to ensure timely delivery. More generally, the payment of a security was intended to ensure that a work met the quality standards laid down in the contract. Guarantees were sometimes made with regard to any technical defects that might be noted after completion by fellow craftsmen or an inspection committee. Like the duty to repair any damage, guarantees were occasionally included in the contract or in a separate deed when the final payment was made. Sometimes such guarantees ran for a considerable period after the work had been completed. If both

parties had fulfilled their side of the agreement, the contract ended automatically. If one of them did not, the contract had been breached; eventually, legal proceedings would follow.

Part II
North-Netherlandish contracts with painters to produce altarpieces

Seven Northern-Netherlandish contracts for altarpieces have survived from the period up to 1500. Each dates from the 1490s. Five involve partial assignments to be performed by the Simonsz van Waterlant brothers for polychroming, gilding and painting of the high altar at St Bavo's church in Haarlem. When the first of these contracts was drawn up, work on the altarpiece was already well advanced. It consisted of a central part with five sections containing carvings and doors; it is unsure whether the altarpiece had a predella. The brothers had to sub-contract the painting of the faces of the figures to a good Dutch painter. Payments did not always correspond to the details contained in the contracts, and the amount the brothers received is much higher than the total stipulated in the five contracts. The two other contracts dating from this period concern the painting of two altarpieces for the Church of Our Lady in Veere, Zealand. For the first, Paulus van Borselen commissioned Anthonis Jansz van der Goude to paint scenes on the triptych that were directly associated with van Borselen's position as baliff. The second was a polyptych for the Holy Cross Fish Merchants' Guild, which was to show Christ's passion.

For the period from 1500 to 1570, there are twelve surviving Northern-Netherlandish contracts with painters. These include the contents of the contract with Jan van Scorel for the painting of the altarpiece for the high altar in the New Church in Delft. There are also five contracts with Maerten van Heemskerck, three of them for the altarpiece at the high altar in St Lawrence's in Alkmaar, one for the wings of the altarpiece at the high altar in the Old Church – St Nicholas' – in Amsterdam; and one for the wings of the altarpiece of the Drapers' Guild in Haarlem. The six other contracts dating from the period after 1500 were made with Jan Deys, Ernst Maler or Chrispijn van den Broeck.

Dating from November 1537 is the contract stipulating the conditions on which Maerten van Heemskerck would paint the double wings of the altarpiece with Scorel's painting of the crucifix, which stood on the high altar at St Nicholas' in Amsterdam. Although the altarpiece itself is now lost, three compositions for Scorel's central

panel are known, one of which – that of the triptych at the Begijnhof (or Beguinage) in Amsterdam – may be based on the original. It is interesting that van Heemskerck was commissioned to add painted wings to Scorel's central panel, as the two painters were each other's greatest rivals. With regard to his commission for the Drapers' Guild in Haarlem, van Heemskerck took ten months to complete the wings of the altarpiece, which probably had a carved central part. On the inner panel of the left wing he painted the Nativity; on that of the right wing he painted the Adoration of the Kings. The outer panels were to show the Annunciation. The St Lawrence altar is the largest surviving altarpiece from the Northern Netherlands – similar in size to the altarpiece Scorel painted for Delft. The prices the two painters asked – and received – for their work were much higher than those paid to their fellow painters in the 1550-1570 period, though it should be added that their altarpieces are also much larger.

The six other contracts are for altarpieces intended for the smaller historical towns of Culemborg, Nijmegen and Schoonhoven. While the Carmelite monastery in Schoonhoven commissioned work from Chrispijn van den Broeck – an artist from Antwerp – Culemborg and Nijmegen commissioned artists who were less well known. Jan Deys, no doubt a native of Culemborg, painted three altarpieces there, for which there were four separate contracts; and Ernst Maler, with whom the churchwardens of St Steven's drew up a contract, lived and worked in Kampen.

Two of Deys' altarpieces were commissioned for the altar in the Chapel of the Holy Sacrament at St Barbara's, and one for the altar in the chapel at the orphanage. All three were funded out of the legacy of Elisabeth, Countess of Hoogstraten and Culemborg (1475-1555). Deys' two commissions for the altarpieces for St Barbara's actually involved the same work, as the first one he painted was destroyed during the wave of iconoclasm of 1566. The two other contracts concerned the altarpiece for the orphanage chapel. Not only is the iconography of this work remarkable, a schematic drawing has survived that encloses a description of the scenes, and is actually part of the contracts. For the high altar in St Steven's in Nijmegen, Ernst Maler painted an altarpiece with double wings. It is assumed that this was a repetition of the polyptych he had painted a number of years earlier for the parish church of St Peter and St Paul in Kranenburg. The fact that the prior of the Carmelite monastery in Schoonhoven called on the services of Chrispijn van den Broeck from Antwerp may have been a consequence of links with Antwerp's monastery of the Barefoot Carmelites. Van den Broek's triptych with a predella may in fact have been used for less than two years, as it fell victim to the iconoclasm of 1572; like most altarpieces, it was lost. The only

ones that survived and were also described in the Northern-Netherlandish contracts are the St Lawrence altar, Maerten van Heemskerck's wings for the altarpiece of the Drapers' Guild in Haarlem, and the second triptych painted by Jan Deys for the Chapel of the Holy Sacrament at St Barbara's in Culemborg.