

Sua mano and modo et forma requirements

**Balancing individual creativity and collective traditions in contracts for
altarpieces in the Italian Renaissance**

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Illustration on front page: Michele Giambono, *Coronation of the Virgin* (Venice, Accademia), 1448.

*...non sii facta per tante man come pare verria esser facta,
per non fare l'opera disforma; ma una di voy la fornisca,
essendo obligati in solidum, più presto sii possibile.*

*(...not as if it was made by many hands, like it seems to be
done now, because then it might become disformed, but by
one of you alone that are obliged by the contract, and as
quickly as possible.)*

Letter 23 August 1476 from the Duke of
Milan to Bonifazio da Cremona, Vincenzo
Foppa and Jacomino Zaynario

Preface

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Summary

This thesis analyses the use of two specific requirements in ten contracts for altarpieces in the Italian Renaissance. The *sua mano* clause required the artist to use his own hand and not engage in significant work shop delegation, while the *modo et forma* clause implied that the artist had to use another altarpiece as a model. First, the analysis looks at the impact of the requirements in practice; what effect did the clauses have on the paintings of artists like Piero della Francesca and Domenico Ghirlandaio? Secondly, the analysis looks at the relationship between the clauses and the developments in art theory at the time; were the clauses a result of shifting aesthetic preferences? As a starting point for this, the thesis analyses at the role of contracts in the art market around 1450 more in general and offers an overview of the types of clauses that were used.

In a first conclusion, this thesis finds that the impact of the *sua mano* clause varied very much in practice. Despite clear and detailed provisions, artists still took quite significant liberties in the workshop. The *sua mano* clauses thus seem not to have been decisive in the development towards more coherent altarpieces by individual masters, although they were followed strictly in some cases. There are also few examples of litigation following workshop delegation. A second conclusion is that the use of different types of *modo et forma* clauses did not restrict innovation and new approaches to traditional altarpiece iconography. Actually, many other factors like the status of the artist, the relationship between artist and client, the quality and status of the model and the time and effort put into the work were more decisive.

Thirdly, based on art theory around 1500, this thesis finds that the two requirements were indirect reflections of more quality-orientated clients in a demand-driven art market. *Sua mano* clauses were a clear indication of the client's occupation with beauty in certain parts of the altarpiece, in particular the heads of key figures. The *modo et forma* clause shows that the client wished to relate to high quality models and masters. On the other hand this thesis does not find a basis for more elaborate arguments that have been put forward by other scholars. The *sua mano* clause seems not to be early reflections of an art theory based on the rise of the individual artist, innovative and creative art or authenticity. In fact, the analysis of art theory from the period and the contract clauses could not support any other conclusion than a confirmation of a continued quest for quality and beauty in Renaissance Italy.

1 Introduction

This thesis analyses two specific requirements included in 10 contracts for altarpieces from the Italian Renaissance between 1445 and 1520: *sua mano* and *modo et forma*. *Sua mano* literally means ‘own hand’ (to be painted by the artist’s own hand). The word *mano* is Latin for hand and also the basis of the word *maniera* which means style, manner or way.¹ The use of the artist’s hand will be analysed literally as a legal requirement, not in the philosophical sense.² *Modo* means ‘in the manner of’ something else, whereas *forma* means format, i.e. size and shape. *Modo et forma* therefore generally means that a painting should be in the manner and format as some other painting.³ These two requirements and varieties of them will be presented in greater detail in chapter 2 as part of a more general presentation of artistic contracts.

The *sua mano* and *modo et forma* requirements in the 10 contracts chosen here are expressions of clients’ expectations with regard to art in Italy around 1450. They indicate the clients’ aesthetical preferences, their priorities, ideals and interests. The aim of this thesis is to contribute to a better understanding of the commissioning process in the balance between the interests of clients and artists. Thereby it also seeks to contribute to a better understanding of developments in the relationship between artist and client, between text and painting, between innovation and tradition and between individuality and collective practices. The two main questions that will be discussed as part of the analysis are:

- a) What the impact was of the clauses in art practice? Were they followed up and how strictly were they interpreted?
- b) What was the relationship with developments in art theory at the time? Were they a result of new concepts in Renaissance art theory?

¹ Michelle O'Malley, *The Business of Art: Contracts and the Commissioning Process in Renaissance Italy* (New Haven, London: Yale University Press, 2005), 92.

² Paul Barolsky, “The Artist’s Hand”, in *The Craft of Art: Originality and Industry in the Italian Renaissance and Baroque Workshop*, Andrew Ladis and Carolyn Wood (eds.), 5–25 (Athens, Georgia: The University of Georgia Press, 1995), 13.

³ O'Malley, *The Business of Art*, 222.

These two main questions will be discussed in chapters 3 and 4 respectively. Conclusions are found in chapter 5. Annex 2 consists of a collection of illustrations of the 10 altarpieces together with their models and contracts in original language. Annex 3 contains a table overview of the *sua mano* and *modo et forma* requirements in English.

Hopefully this thesis is not without some relevance also to current discussions about art. Many people today automatically presume that paintings are objects made by individual artists as a result of their inner creativity and then offered to the market. Each work of art, according to this romantic idea, should be individual and innovative. If someone reveals that a painting has been based on a model (*modo et forma*), or indeed been painted by several people (not *sua mano*), it is likely to be questioned and judged inferior. Buyers of art are indeed very anxious to ensure that their paintings are really made by one particular artist and that they are (or were at the time) something special and new. They prefer paintings that are not made by a group of painters or are copies of other painting regardless of their beauty or craftsmanship.⁴

In the light of this, it is interesting to note that the British artist Damien Hirst (1965–) recently set up three factory workshops (two in south London and one in Gloucestershire), where he employs more than 100 workers. He signs paintings that are made by assistants and produced in series as a response to a demand in the market. It was immediately questioned whether this is really art or something else. Where is the authenticity it was asked?⁵ Quality of a painting is after all often linked to considerations of whether it was really made by the artist (*sua mano*), and if it is a typical, innovative or new painting or following a model (*modo et forma*). Such questions and dilemmas are deeply embedded in the theory of western art, searching a balance between individual creativity and collective traditions, but increasingly preoccupied with individual innovation.

One possible approach to explain post-1950 developments with prefabricated and standardised art in a consumer society⁶ just illustrated by Hirst, is that it represents a post-modern reversal of a modern development that started out over 500 years ago in Italy. This was when artists first broke out of their *bottegas* and clients increasingly requested individual

⁴ Charles Hope, "Altarpieces and the Requirements of Patrons", in *Christianity and the Renaissance: Images and Religious Imagination in the Quattrocento*, Timothy Verdon and John Henderson (eds.), 535–571 (New York: Syracuse University Press, 1990), 538.

⁵ <http://www.thisislondon.co.uk/arts/article-23410356-details/Inside+Damien+Hirst's+factory/article.do>. Visited 13.08.2008.

⁶ An obvious example is Andy Warhol (1928–1987) contra Jackson Pollock (1912–1956).

innovative works of art and not crafted, standardised merchandise from workshops. According to this approach, the final point of this modern, individualised and inspired art was reached with the Expressionism of the 1920s. An essay by the German-Jewish writer Walter Benjamin (1892–1940) *The Work of Art in the Age of Mechanical Reproduction*⁷ describes the loss of *aura* experienced by the production of art in an age of mechanical reproduction. Scholars of earlier periods have on the other hand argued that the workshop and copying techniques of earlier periods, in particular medieval times and the early Renaissance, still possessed *aura*.⁸ More or less standardised altarpieces that are the object of study here are a prime example of that.

This whole Hegelian approach with a linear development of art history from pre-modernity, via modernity to post-modernity is of course far too simplistic. It does not take into account important aspects of standardised art production during the period 1500–1900 in for example the academic art of France in the eighteenth century. Independent of such discussions in art theory though, it is in any case crucial to understand the origins of the changes in art production in Italy around 1500 in order to also properly understand our presumptions about art today.

During the Italian Renaissance it became standard for larger painting commissions to formalise requirements in a contract between the painter and the client. A significant number of contracts have survived and are available to us today in Italian archives. Where both the contract and the finished work have survived, it is possible to analyse the impact of the requirements and, “the study of contract procedure inevitably leads to greater appreciation of the functioning of creative imagination within seemingly strict bounds.”⁹ The comparison of the *sua mano* and the *modo et forma* clauses together with an analysis of their impact in practice and their relationship with art theory of the period seems to be breaking some new ground. The study of contracts from the Renaissance of course has been included in art history at least since the early twentieth century. Indeed these written agreements between

⁷ Walter Benjamin, “The Work of Art in the Age of Mechanical Reproduction”, in *Illuminations*, Hannah Arendt (ed.), 211–244 (New York: Schocken Books, 1969). Here cited from Megan Holmes, “Copying Practices and Marketing Strategies in a Fifteenth-Century Florentine Painter’s Workshop”, in *Artistic Exchange and Cultural Translation in the Italian Renaissance City*, Stephen J. Campbell and Stephen J. Milner (eds.), 38–75, (Cambridge: Cambridge University Press, 2004), 63.

⁸ Holmes, “Copying Practices and Marketing Strategies in a Fifteenth-Century Florentine Painter’s Workshop”, 63.

⁹ Hannelore Glasser, *Artists’ Contracts of the Early Renaissance* (New York: Garland Publishing, 1977). Phd, Columbia University (unpublished, 1965), 273.

patrons and artists have been a fertile ground for study as part of a branch within art history mainly occupied with the relationship between artistic works and their socio-cultural context. Contracts provide excellent material for a better understanding of why works of art have become as they are and what aesthetical preferences clients had.

In 1936 the German art historian Hanna Lerner Lehmkuhl wrote the book *Zur Struktur und Geschichte des florentinischen Kunstmarkts* which gave an early overview over commissioning processes in Florence around 1450. She realised how contracts and other written material, “die handwerklich geführte Organisation der Kunstbetriebe deutlich [macht]” (“clarified the handicraft organisation of the art business”).¹⁰ The art historian Hannelore Glasser’s thesis from 1965 *Artist’s contracts of the Early Renaissance*¹¹ provided another important step forward. In her book *The business of Art* from 2005, Michelle O’Malley provides the latest substantial work on contracts and the commissioning process in Renaissance Italy.¹²

Between them there is a significant amount of relevant literature that I have taken into account. Literature on the painter’s workshop in the Renaissance has been important, in particular Ladis’ *The Craft of Art: Originality and Industry in the Italian Renaissance and Baroque Workshop* from 1995¹³ and Anabel Thomas’ *The painter’s practice in Renaissance Tuscany*, also from 1995.¹⁴ Furthermore, literature on the art market in the Renaissance, concentrating on patrons and artists as well as other parties in the market, has been important, although much of this literature is not relevant since it deals with prices and economic aspects. The Italian art historian Marcello Fantoni’s (ed.) *The art market in Italy: fifteenth–seventeenth centuries*, from 2003 was particularly relevant.¹⁵ In addition, it will be clear from the bibliography (Annex 1) that I have based this thesis also on literature on individual artists and individual works. Literature on legal aspects of Renaissance contracts and their

¹⁰ Hanna Lerner-Lehmkuhl, *Zur Struktur und Geschichte des florentinischen Kunstmarktes im 15. Jahrhundert* (Wattenscheid: Busch, 1936), 6. Private translation.

¹¹ Hannelore Glasser, *Artists’ Contracts of the Early Renaissance* (New York: Garland Publishing, 1977). Phd, Columbia University, unpublished, 1965.

¹² Michelle O’Malley, *The Business of Art: Contracts and the Commissioning Process in Renaissance Italy* (New Haven, London: Yale University Press, 2005).

¹³ Andrew Ladis and Carolyn Wood (eds.), *The Craft of Art: Originality and Industry in the Italian Renaissance and Baroque Workshop* (Athens, Georgia: The University of Georgia Press, 1995).

¹⁴ Anabel Thomas, *The Painter’s Practice in Renaissance Tuscany* (Cambridge: Cambridge University Press, 1995).

¹⁵ Marcello Fantoni, Louisa Matthew and Sara Matthews-Grieco (eds.), *The Art Market in Italy: fifteenth–seventeenth Centuries* (Ferrara: Franco Cosimo Panini Editore, 2003).

interpretation is rare, but a notable exception is the German lawyer Mareile Büscher's *Künstlerverträge in der Florentinischen Renaissance*.¹⁶

The methodology of this thesis within this tradition is based on the following five steps. First, an identification of 10 altarpieces together with the relevant contracts. Second, a collection of the contracts in their original language and of the corresponding translations. Third, an analysis of the contracts and the provisions identified, in particular the impact of the contract clauses in practice. Fourth, this thesis is based on an identification of key concepts in art theory of the period that are connected to the clauses. Fifth and finally, it is based on an analysis of the relationship between the contract clauses and this art theory.

The following contracts and corresponding works of art have been chosen. The year indicated below and in this thesis more in general is that of the contract, unless specifically indicated otherwise. In Annex 2 both the years of the contract and the year of the finalisation of the painting are included.

- Contract 1: Piero della Francesca, *Madonna of the Misericordia* (Sansepolcro (Arezzo), Museo Civico), 1445
- Contract 2: Michele Giambono, *Coronation of the Virgin* (Venice, Accademia), 1447
- Contract 3: Neri di Bicci, *Altarpiece in S. Trinita* (Ottawa, National Gallery of Canada), 1454
- Contract 4: Benozzo Gozzoli, *Virgin and Child with Saints* (London, National Gallery), 1461
- Contract 5: Domenico Ghirlandaio, *Innocenti altarpiece (Adoration of the Magi)* (Florence, Museo dello Spedale degli Innocenti), 1485
- Contract 6: Domenico Ghirlandaio, *Altarpiece in San Francesco Church*, (Destroyed in Berlin 1945), 1490
- Contract 7: Bernardino del Signoraccio, *Virgin and Child with St. Leonard and St. Jerome*, (Napoli, Museo de Capodimonte), 1494
- Contract 8: Raphael/Giovanni, *Monteluce altarpiece*, (Vatican, Pinacoteca), 1503/1516

¹⁶ Mareile Büscher, *Künstlerverträge in der Florentinischen Renaissance*, Studien zur europäischen Rechtsgeschichte, Veröffentlichungen des Max Planck-Instituts für Europäische Rechtsgeschichte, band 157 (Frankfurt am Main: Vittorio Klostermann, 2002).

- Contract 9: Lo Spagna, *Coronation of a Virgin* (Todi, Pinacoteca), 1507
- Contract 10: Ridolfo Ghirlandaio, *Pietà with St Jerome, St Nicolas and St John the Baptist (Beltramini altarpiece)* (Colle val d'Elsa, Sant' Agostino), 1517

I have chosen to limit myself to these 10 contracts and not to do any attempt to carry out a statistical exercise. Furthermore, I have not sought to compare the situation in Italy with the situation in other areas, like Flanders. Finally, I have not looked at a longer historical period or made comparisons with paintings without contractual requirements. These might all be interesting aspects to follow up in more comprehensive research in this area.

Can it then be possible to arrive at any conclusions on the basis of just 10 contracts? In my opinion it can, because a detailed, in depth study of a few key contracts will provide more insight than a superficial study of many contracts. It could also be argued that the focus on altarpieces is too limited since *sua mano* and *modo et forma* clauses were also used for other works like frescos and architectural works. I would argue that it is important to compare and discuss a carefully and closely defined type of artistic expressions within a certain period and region in order to ensure comparability and focus.¹⁷ Comparing is not always a question of quantity, but quality. Altarpieces were after all the most valued artistic objects of the period.

At the outset it should also be noted that there is a relative poverty of surviving documentation relating to altarpieces of the period. In Venice, for example, only 45 out of approximately 380 altarpieces are accompanied by any contemporary documents such as contracts, payment records, litigation records or minutes of meetings.¹⁸ As it has been said though, “we as art historians are doomed to build up our images of the past by extrapolating from usually far too little hard facts.”¹⁹

¹⁷ See Glasser, *Artists' Contracts of the Early Renaissance* for a more general analysis.

¹⁸ Peter Humfrey, *The Altarpiece in Renaissance Venice* (New Haven & London, Yale University Press, 1993), 137.

¹⁹ Ernst van De Wetering, “The Question of Authenticity: An Anachronism? A Summary” in *Rembrandt and His Pupils*, Stockholm National Museum, 9–13 (Unpublished paper, Stockholm National Museum, 2–3 October 1992), 9.

2 The contract

2.1 *The subjects – artist and client*

Before turning to the specific contractual requirements, it is important to clarify who the contractual parties were. The obvious answer seems to be that a contract regarding an altarpiece was a contract between what we would today call an artist and a client. The term ‘artist’ is however not unproblematic since both the terms art and artist are concepts from the seventeenth-century. Prior to this time the terms ‘painter’ or ‘craftsman’ were used. There is indeed an extensive literature on the development and status of the artist in the Italian Renaissance.²⁰ Here the aim is not to go through this, but to clarify who the artist was as a contractual party in the legal sense. I will therefore continue to use this term with the caution indicated here.

Importantly, the individual artist would normally carry out his activities together with other colleagues in a *bottega* (workshop). The wide-ranging opportunities that came with increased wealth and technical improvements around 1300 also meant increasing pressure on the production of artistic merchandise. Competition among artists increased, and the development of more successful working relations between artists in the workshop was therefore to characterize much of Renaissance art production. Painted products in the Renaissance, like frescos and altar paintings, were complicated merchandise and required a set of skills and materials. As a minimum the artist needed a place to work, materials and tools, and one or even several assistants to help him. Thus, *la bottega* (workshop) was at the core of the production of paintings in the Italian Renaissance. The workshop refers both to the physical place where the painting was executed and to the *modus operandi* – the ‘workshop approach’. The Renaissance workshop, then, can be considered in a number of ways, “it can be asserted in terms of the master or the owner; it can be examined in the light of the business or trade

²⁰ See Peter Burke, *The Italian Renaissance: Culture and Society in Italy* (Cambridge: Polity Press, 1999), with further references, Martin Wackernagel, *The World of the Florentine Renaissance Artist: Projects and Patrons, Workshop and Art Market* (Princeton: Princeton University Press, 1981) with further references and Bram Kempers, *Painting, Power and Patronage: The Rise of the Professional Artist in the Italian Renaissance* (London: Penguin Books, 1992) with further references.

with which it was involved; and it can be analysed in the context of the development of style and artistic connoisseurship.”²¹

Here, the focus is on the workshop as a place where the commissions were negotiated and set up in writing as a contract as well as on the workshop as the context of development of style and artistic connoisseurship. The variety of such workshops was of course much greater than one might imagine,²² but still it should be emphasised that the workshop situation was, “far removed from the older tradition of art history, founded by Giorgio Vasari, that sees history of art as that of the solitary genius.”²³ However, this view inadequately explains the art production that dominated the period. The working methods and the principal media used, including tempera on panel, suggested division of labour. Importantly though, we should assume that the workshop was not the place of nineteenth-century, “romantic fraternal division labour”, but quite a strict hierarchy of painters of different ranks and duties.²⁴ The workshop and its internal order is an essential prerequisite in understanding the development of contract practices and the role of the artist during the period covered. Contracts must also be seen as responses to shifts in the production of merchandise, within and outside the workshop. The *sua mano* clause in particular must be seen on the basis of significant collective traditions.

The *bottega* would either be legally organised as a *compagnia* (company) or as a group of individual artists represent themselves (much in the same way that a legal office can be organised as a company with limited responsibility or just as a group of individually responsible lawyers). A legal *compagnia* established together with other painters was common in order to divide risk and it would normally be regulated by an agreement following a standard formula. Indeed helpers and assistants were needed for a production of any larger paintings.²⁵ This means that painters could enter into contracts either in their own name or on behalf of the painting company, a *compagnia*, to which they were party. Mergers between

²¹ Anabel Thomas, *The Painter's Practice in Renaissance Tuscany* (Cambridge: Cambridge University Press, 1995), 4.

²² Hayden Maginns, “The Craftsman’s Genius: Painters, Patrons and Drawings in Trecento Siena”, in *The Craft of Art: Originality and Industry in the Italian Renaissance and Baroque Workshop*, Andrew Ladis and Carolyn Wood (eds.), 25–48 (Athens, Georgia: The University of Georgia Press, 1995), 25.

²³ Maginns, “The Craftsman’s Genius”, 27.

²⁴ *Ibid.*, 28.

²⁵ Büscher, *Künstlerverträge in der Florentinischen Renaissance*, 23.

compagnias was apparently not uncommon.²⁶ In the case where a *compagnia* or an individual artist did not have the special competence in an area or had too much to do, subcontracting of parts of a commission would be necessary. The subcontractor could again be another *compagnia* or an individual artist. These secondary contracts are not at the core of this thesis, but could in fact contain similar phrases as those included in the overarching contract between artist and client.²⁷ It is interesting to note that also the contract with the artist could be a subcontract, for example with a person responsible for making the frame or preparing the woodwork. In 1467 the painter Neri di Bicci (1419–1493) seems to have been commissioned by the woodworker Guiliano da Majano (1432–1490) to paint an altarpiece on a set wooden panel. Majano based this on a contract with a client covering the delivery of the whole altarpiece.²⁸

The individual artists were organised in a Guild. Originally painters often belonged to the same guild as pharmacists and textile merchants since they traded in colours, pigments and chemical solutions. Later however, they became organised in their own guilds and even broke free from the guild system.²⁹ The study of the Guilds (*Arte*), the status of different professions and the relationship between artists and other professions has been extensively studied.³⁰ In particular it has been of interest to art historians to scrutinise the quest of painters to rise internally in the hierarchy of the guilds.

The other party, the buyer of the altarpiece, is often called the ‘client’ or the ‘patron’. The term patron seems to indicate more of a long-term relationship where the artist was ensured protection and successive commissions. Many painters did however, not work under specific patrons and indeed a contract could often indicate that there was not such a stable relationship. I have therefore chosen to use the term client. When we talk about the artistic ideals or the artistic expectations of the Renaissance, we often picture an individual client,

²⁶ Martin Kemp, *Behind the Picture: Art and Evidence in the Italian Renaissance* (New Haven, London: Yale University Press, 1997), 72.

²⁷ See for example the contract between Neri di Bicci and Guiliano da Maiano from 3 November 1456 as described in Büscher, *Künstlerverträge in der Florentinischen Renaissance*, 27.

²⁸ Creighton Gilbert, „Peintres et menuisiers au début de la Renaissance en Italie“, *Revue de l’art* XXXVII, (1977): 9–28, 20.

²⁹ Wackernagel, *The World of the Florentine Renaissance Artist*, 299 and 348.

³⁰ See for example Peter Burke, *The Italian Renaissance: Culture and Society in Italy* (Oxford: Polity Press, 1986) with further references.

much like the art collector of today. But the Renaissance ‘client’ was in many cases a much more complicated legal, economic and aesthetic entity.³¹

First of all, we have the public commissions, typically initiated by town authorities or regional authorities.³² These contracts very often concerned buildings and/or sculpture. Secondly, private patrons increasingly commissioned artistic products for their private property or for family chapels. Altarpieces commissioned by the Medici family are the most known example of private commissioning of religious images in Renaissance Italy.³³ Most importantly here, the church and various religious groups commissioned works of art. Again, as in the case with public commissions, the religious contractual parties were not individuals, but legal entities represented by a leading person. The ‘begging orders’ like the Franciscans were of particular importance here.³⁴ Within these orders it was normally the leading friar or priest who entered into contract negotiations and signed documents. A good example is the contract with Ghirlandaio (1449–1494) for the *Innocenti Altarpiece* (figs. 12 and 13) where prior Bernardo di Francesco signed the contract for the *Ospitale de Innocenti*.³⁵ Other confraternities were also important and grew in number and size during the period. Two types are particularly important to note. The so-called *laudesi* had as their major function to sing and assist at services³⁶ whereas the *disciplinati* were flagellating themselves in memory of Christ’s suffering.³⁷ Many of the fraternities were charitable, providing poor-relief systems in the cities. The relationship between the traditional Christian values and the classical humanism within these organisations has been called a, “troubled marriage”, something which is also evident also in their approach to iconography in art.³⁸

³¹ See for example Frederick Antal, “Florentine Painting and its Social Background”, in *Patronage in Renaissance Italy: From 1400 to the Early Sixteenth Century*, Mary Hollingsworth (ed.), 9–94 (Baltimore: Johns Hopkins University Press, 1994) and Burke, *The Italian Renaissance* with further references.

³² Büscher, *Künstlerverträge in der Florentinischen Renaissance*, 6.

³³ Ernst Gombrich, *Norm and Form. Studies in the Art of the Renaissance*, (London: Phaidon Press, 1966), 35.

³⁴ See Kempers, *Painting, Power and Patronage*.

³⁵ Jean Cadogan, *Domenico Ghirlandaio: Artist and Artisan* (New Haven and London: Yale University Press, 2000), 261 and 352.

³⁶ For further reading see Giovanni Ciapelli and Patricia Lee Rubin (eds.), *Art, Memory and Family in Renaissance Florence* (Cambridge: Cambridge University Press, 2000) with further references.

³⁷ John Henderson, “Penitence and the Laity in Fifteenth-century Florence” in *Christianity and the Renaissance: Images and Religious Imagination in the Quattrocento*, Timothy Verdon and John Henderson (eds.), 229–250 (New York: Syracuse University Press, 1990), 229.

³⁸ Marcia B. Hall, “Savonarola’s Preaching and the Patronage of Art”, in Verdon and Henderson (eds.), *Christianity and the Renaissance*, 493–523, 493.

To summarise, it is therefore noted that the contractual parties rarely were two individuals with individual aesthetic preferences, but rather representatives of complex legal institutions operating in the art market. The most common parties in a contract for an altarpiece were a) an artist representing a *compagnia* working in a *bottega*, and b) a prior representing a fraternity or religious order. Their roles were that of demand and supply and, “while the prime responsibility for choosing the subject would naturally have fallen to the latter, and the prime task of the artist was to evolve an appropriate design, in practice each party would clearly be in a strong position to exert influence on the province of the other.”³⁹

2.2 *The object of the contract – the altarpiece*

The altarpiece has been chosen as object of study here because of its central position in European art history. As a subject of study it has been a fashionable field for a long time. The German Jesuit Josef Braun, for example, devoted a major three piece volume on the subject at the start of the last century.⁴⁰ One of the important lessons of the studies is the linkage between the development of the altarpiece and cannon law⁴¹. The legislative background provided in 1215, through the outcome of the Fourth Council of the Lateran, initiated an essential turning point towards the centralisation of observance.⁴² One of the major requirements for an altar at this stage was for it to be made out of a single piece of stone supporting a cross and two candles. Importantly, it also had to hold the relics. The proper *titulus* to be assigned during the prescribed consecration ceremony was then indicated by an inscription or an image. This could be in the form of a person, a mystery or an object. At some stage between 1215 and 1300 the altars then tended to become wider, thereby catering for wider altarpieces and importantly for polyptychs.⁴³ The further changes between 1300 and 1450 were more limited.⁴⁴

³⁹ Humfrey, *The Altarpiece in Renaissance Venice*, 138.

⁴⁰ Josef Braun, *Der Christliche Altar in seiner geschichtlichen Entwicklung* (München: Alte Meister Günther Koch & Co, 1924).

⁴¹ Julian Gardner, “Altars, Altarpieces, and Art History” in *Italian Altarpieces 1250–1550: Function and Design*, Eve Borsook and Fiorella Superbi Gioffredi (eds.), 5–39 (Oxford: Clarendon Press, 1994), 5.

⁴² Raymonde Foreville, *Latran I, II, III et Latran IV. Histoire des Conciles Oecumeniques*, vi (Paris: Editions de l’Orante, 1965), 243. Here cited from Gardner, “Altars, Altarpieces, and Art History”, 6.

⁴³ Gardner, “Altars, Altarpieces, and Art History”, 11.

⁴⁴ See Bernard Loth, *Dictionnaire de théologie catholique contenant l’exposé des doctrines de la théologie catholique leurs preuves et leur histoire: tables générales* (Paris: Albert Michel, 1953).

This whole development towards broad altarpieces is essentially a western European phenomenon, whereas the Eastern Church experienced a wholly different development.⁴⁵ It is obviously important to understand the contents, structure and relative importance of the different parts of an altarpiece in order to analyse the distribution of artistic work devoted to it.

During the Renaissance there were no strict legal rules about the content of altarpieces, but there were certainly stringent conventions. It is possible to divide between four *main* categories within this tradition although there were definitely variations. Firstly, *the Annunciation*, secondly *the Representation of the Virgin and child in the company of one or more saints*, thirdly *the Adoration of the Magi* and fourthly and last *the Crucified Christ with saints/the trinity and saints*. The structure of an altarpiece can be divided between a *storie* (narrative) which would be reserved to the *predella* panels in the lower parts and side self standing images in the upper parts.⁴⁶ The images in the central upper part were often dominated by saints organised around the Madonna. The *predella* can be seen as a vehicle for presenting the Bible to the unlettered with clarity and the narrative was the most important aspect. In contrast, the main image was an honour to saints with beauty and greatness as the most important aspect.⁴⁷ This significant difference in iconography is reflected in a similar separation of the *predella* from the main altarpiece in the commissioning process. There is little indication that altarpieces were linked to coherent iconographic schemes in churches at this time, rather they were results of the priorities of clients within these stringent traditions.

Traditionally therefore, the altarpiece was strictly defined and allowed for little variation in terms of iconography and style. The degree to which the language and practice of commissions remains constant during the period from 1300–1450 is quite striking.⁴⁸ Hiring of an artist was not a hiring of imagination and innovative expertise, but rather executive expertise. In particular the *modo et forma* clause must be seen in the light of all this.

Then between 1450 and 1550 it is often argued that the altarpiece becomes more of a work of art. Vasari, for example, was explicitly allowed to use his *capriccio*, his imagination (or even

⁴⁵ Gardner, “Altars, Altarpieces, and Art History”, 15.

⁴⁶ Hope, “Altarpieces and the Requirements of Patrons”, 538.

⁴⁷ *Ibid.*, 551.

⁴⁸ Patricia Rubin, “Commission and Design in Central Italian Altarpieces c. 1450–1550”, in *Italian Altarpieces 1250–1550: Function and Design*, Eve Borsook and Fiorella Superbi Gioffredi (eds.), 201–211, (Oxford: Clarendon Press, 1994), 201.

fantasy or capriciousness), when painting the altarpiece for the Martelli family chapel in San Lorenzo. *Uso commune*, liturgical needs and traditions were now challenged by the artist self-conscious. “What changed were not the terms, but the use of those terms, and one might say the control of them.”⁴⁹ The artist seems to take over the interpretation of the sacred text from the patron. The use of a *disegno*, or design,⁵⁰ increasingly became standard practice and a centre of learned debate, having been previously only a guarantee of the subject. During the sixteenth century, there was obviously a certain change in the appearance of altarpieces. “Sacra Conversazioni were increasingly superseded by compositions that look like storie; but the general purpose remained that of ‘recalling the Virgin and the other Saints’ and, more specifically, of encouraging the faithful to offer prayers to the divine figures represented in such paintings.”⁵¹ “And when invention came to play a decisive part in altarpiece design in the third quarter of the fifteenth century the initiative came from gentlemen and scholars.”⁵² It soon became so that patrons not wishing invention would have to explicitly forbid this in the contract. The altarpiece was now increasingly having as its subject art and the artist, not any longer being a devotional object that is subject to art.⁵³

The altarpiece has until recently not been seen as very problematical in iconographic terms. However, the above findings included in recent studies into liturgical practice and devotional texts⁵⁴ have raised new issues that will have to be taken into account in the analysis below.

2.3 *The contractual context*

When analysing contracts and specific provisions in them, it is important not to see them in isolation. Contracts are only formal steps in an interactive process between contractual parties, written and verbal. In addition to verbal discussions that of course are not available to us now, contracts were often preceded by letters, notes and instructions between a potential client and an artist. A letter might for example indicate why a client wants a new altarpiece and the preliminary ideas for it (*modo et forma*). These documents may therefore be important

⁴⁹ Rubin, “Commission and Design in Central Italian Altarpieces c. 1450–1550”, 204.

⁵⁰ The term *disegno* also took on a more comprehensive meaning, see below in chapter 2.4.

⁵¹ Hope, “Altarpieces and the Requirements of Patrons”, 564.

⁵² Rubin, “Commission and Design in Central Italian Altarpieces c. 1450–1550”, 206.

⁵³ *Ibid.*, 211.

⁵⁴ For further information regarding the particular iconographic problems of altarpieces see Hope, “Altarpieces and the Requirements of Patrons”, 536 with further references.

to understand the inclusion of the concrete provisions like *sua mano* and *modo et forma* in the actual, later contract.

For example it is interesting to note that in a contract dated 20 August 1490 (see below in chapter 3.6) that Domenico Ghirlandaio (1449–1494) entered into with representatives of San Francesco di Palco in Prato, he is not committing himself to paint the whole altarpiece, but only to draw the Madonna and the heads of the four saints, “e quail santi debbo io Domenicho diligentemente disegnare di mia mano ecchosi cholorire tutte le teste.”⁵⁵ This translates as, “and these saints I Domenico must diligently draw by my hand and colour all the heads.”⁵⁶ It seems clear that such detailed provisions must have been preceded by spoken discussions or in writing between the contracting parties. If a painter at earlier occasions had proven unable and/or unwilling to take forward a commission because of other obligations, the client might insist on such a detailed *sua mano* clause in order to ensure the active participation of the artist in the project. This is often recorded in correspondence where the availability of a painter, his other commissions and future plans could be discussed. Prior documents like letters are often the ‘coin’ of patronage⁵⁷ and will therefore be included in the discussion below where this is relevant.

In the same way, contracts were often followed up by more precise and detailed instructions or with reports on progress leading to new commitments. In the original contract for the *Innocenti altarpiece* (fig. 13) for example (see below in chapter 3.5) it is stipulated that Domenico was to paint the altarpiece, “tutto di sua mano” (all by his own hand). He was also to paint the predella, “e debba in detto patto dipignere la predella di detta piano”⁵⁸ which means that he should, “in accordance with the contract mentioned, paint the predella of the painting.”⁵⁹ Importantly, in a new contract, dated 30 July 1488, Bartolommeo di Giovanni (1460–1517) was commissioned to paint the *predella*, which in the original contract had been specifically assigned to Domenico. The reason for this is unknown, but it is not unlikely that Domenico was occupied with other assignments and that progress was too slow. It should be

⁵⁵ Gaetano Guasti, *I quadri della Galleria del Comune di Prato*, (Prato: Giachetti, 1888), 111.

⁵⁶ David Chambers, *Patrons and Artists in the Italian Renaissance* (London: Macmillan, 1971), 15.

⁵⁷ Dale Kent, *Cosimo de Medici and the Florentine Renaissance* (New Haven: Yale University Press, 2000), 333.

⁵⁸ Paul E. Küppers, *Die Tafelbilder des Domenico Ghirlandajo*, (Strassburg: Heitz, 1910), 86–89. Here cited from Glasser, *Artists' Contracts of the Early Renaissance*, 73–74.

⁵⁹ Private translation.

noted that the payment was to be deducted from Domenico's account,⁶⁰ indicating that he indeed understood the original contract as a personal commitment that he had to compensate for.

This shows that a painter might have difficulties finalising an altarpiece and therefore apply for more assistance than foreseen in the contract. If this was accepted, the *sua mano* clause was amended, and the level of expectation and the threshold for non-compliance changed. It is therefore relevant and important that later documentation is included in the discussion below. The most important types of additional documents are letters, testaments, donation documents and minutes or record books of the commissioning bodies (often called *deliberazioni*). In addition payment records deposited with notaries or entry books deposited with the parties or third parties (*Libro di Cassa, Stanziamenti, Ricordi* etc), tax declarations and litigation records from courts or arbitration panels (*The Mercanzia* in Florence typically)⁶¹ are central.

2.4 *The structure of the contract*

The notarial collections of standard contracts from the period that is covered here do not contain a specific standard for artistic contracts. This might have been caused by the problem of legally coining this type of contract as a *location conduction operis*.⁶² In practice however, the contracts were normally built up in the same, consistent way during the period⁶³ with the following three main elements:⁶⁴

First of all, an opening protocol with the date, the names of the parties including titles and professions. If any of the two parties were represented by others, this would be mentioned here.

After that, the substance of the contract would follow. It started with a standard opening like “Sia manifesto a qualunche persona vedrà o leggerà la presente scriptura chome”⁶⁵ meaning

⁶⁰ Cadogan, *Domenico Ghirlandaio: Artist and Artisan*, 260.

⁶¹ Glasser, *Artists' Contracts of the Early Renaissance*, 60–61.

⁶² Büscher, *Künstlerverträge in der Florentinischen Renaissance*, 187.

⁶³ Glasser, *Artists' Contracts of the Early Renaissance*, 21–49.

⁶⁴ For a nearer analysis see Büscher, *Künstlerverträge in der Florentinischen Renaissance*, 48–70.

⁶⁵ *Ibid.*, 53.

“any person reading this document shall be aware and know that.”⁶⁶ This was followed with these standard elements:

- the name and title of the work,
- the description of the work, hereunder *modo et forma* clauses
- the quality and distribution of the work, hereunder *sua mano* clauses
- the materials to be used,
- the location and size of the work
- the payments, including possible adjustments after the finalisation
- the deadlines,
- the financial guarantees,
- the provisions on non-compliance procedures including arbitration, litigation and appraisal panels.

Non-compliance provisions could involve arbitration panels or court proceedings, but since court proceedings were normally quite expensive, arbitration was often used.⁶⁷ Subject matter was rarely included in contracts, but reserved for later discussions.⁶⁸

Finally, the closing provisions would include the names of the signatories, the place and date as well as notarial signatures.

The contract would normally be in Latin if it was set up by a notary, but in *volgare* (old Italian) if it was a private contract.⁶⁹ Indeed the public person of the notary and the notarial system in itself constitutes an interesting aspect of the contracts. Since it seems that the notary alone was invested with the authority to make affairs legally binding, one would presume that his official contact with the contract would always be arranged for. This would mean that the notary recorded what the parties wanted, read out his summary, amended it according to the wishes of the parties and then entered into a register of protocols.⁷⁰ In practice however, agreements were often set up without such notarial involvement, probably due to costs and administrative burden, but perhaps also due to the fact that the document was not seen as a

⁶⁶ Private translation.

⁶⁷ Büscher, *Künstlerverträge in der Florentinischen Renaissance*, 79.

⁶⁸ O'Malley, *The Business of Art*, 253.

⁶⁹ Glasser, *Artists' Contracts of the Early Renaissance*, 55.

⁷⁰ Lauro Martines, *Lawyers and Statecraft in Renaissance Florence*, (Princeton New Jersey: Princeton University Press, 1968), 37.

proper contract, but more as guidance for the painter. It has not been possible to investigate this question further here.

It is important to be aware that transcriptions of contracts can be limited due to illegible passages and sloppy translation.⁷¹ Furthermore, the original contracts may have been lost and only copies have been passed on. In general it is also important to recall that contract language of 1450 could not be automatically understood in today's circumstances and that all interpretations should take this into account.⁷²

2.5 *The sua mano requirement*

A contract between a painter and a client in the Renaissance did not necessarily mean that the painter had to carry out the work himself. There was a long tradition which held that the essence of the contract was for the painter to supply the painting, be it by himself or any other person he deemed fit for the task. Hence, a number of examples shows that subcontracting processes were quite common, even in cases involving know artists like Simone Martini (1280–1344) and Neri di Bicci.⁷³ As late as in 1451 Filippo Lippi (1406–1469) seems to have subcontracted the full production of the altarpiece to another painter for which he was commissioned by Antonio del Branca.⁷⁴ Another method to comply in kind with the contract was greater workshop delegation. This required managerial skills by the artist and represented a normal practice which was widely recognised.

It has often been argued that contracts in the fifteenth century increasingly included specific clauses on this aspect in order to strengthen the involvement of the artist and to prevent subcontracting. Several contract stipulations were used, but the most important of these clauses was the *sua mano* clause, which, as I have already explained, requires the whole work or specific parts of it to be executed by the painter's hand. One of the first known contracts including such restrictions was the contract between Cimabue (1240–1302) and the Pisan *Ospedale di S. Chiara* from 1302 and for Duccio's (1260–1319) *Maestà* in the Siena

⁷¹ Glasser, *Artists' Contracts of the Early Renaissance*, 271.

⁷² *Ibid.*, 1–21.

⁷³ O'Malley, *The Business of Art*, 91.

⁷⁴ *Ibid.*, 90.

Cathedral from 1305.⁷⁵ Throughout the Renaissance the artist's involvement was stipulated in order to respond to the high demand that painters faced, but the exact formulation of the clauses developed further between 1400 and 1500. It is however, not clear from research in this area, probably because of a lack of documentation, how frequent the use of a *sua mano* clause was before the fifteenth century. In O'Malley's book on the *Business of Art*⁷⁶ a total of 160 contracts for altarpieces and 60 contracts for frescoes are listed from 1285 to 1538, but only a few of them contain a *sua mano* clause. I think it is reasonable to say that any general claim to the increased use of such clauses is based on limited statistical evidence.

Glasser in her book *Artists' contracts of the early Renaissance*⁷⁷ was the first to analyse these requirements more in detail. She refers to a number of clauses that I have chosen to divide into three different subtypes. First there are stipulations that require that, "no other painter was to put brush to work". This is the negative *sua mano* clause used for example in the contract with Piero della Francesca (1415–1492) for the *Misericordia Altar* in 1445, "et quod nullus alius pictor posit ponere manum de penello preter ipsum pictorem."⁷⁸ The art historian David Chambers⁷⁹ translates this as, "...and that no other painter can put his hand to the brush except the said painter himself". Another example for this negative stipulation is found in the contract from 1461 for Benozzo Gozzoli's (1421–1497) contract for the altarpiece for the Confraternity of San Marco:

et dipoi la detta tavola di sua propria mano tucta chon ogni debita diligenza dipignere in ogni et qualunque parte et di figure et d'ornamenti, et che nessuno altro dipintore vi si possa intromettre a dipignere in detta tavola, ne in sua predella o in alchuna parte d'essa.⁸⁰

It can be translated as follows:

at his own expense diligently make the plaster and apply the gold to the said picture, and render the whole and do all figures and decorations to it, so that no other painter

⁷⁵ Michelle O'Malley, "Late Fifteenth- and Early Sixteenth-century Painting Contracts and the Stipulated Use of the Painters Hand", in *With and Without the Medici: Studies in Tuscan Art and Patronage 1434–1530*, Eckhart Marchand and Alison Wright (eds.), 155–178 (Cambridge: University Press, 1998), 155.

⁷⁶ O'Malley, *The Business of Art*, Appendix.

⁷⁷ Glasser, *Artists' Contracts of the Early Renaissance*, 73.

⁷⁸ Giorgio Milanese, *Nuovo documenti per la storia dell' arte toscana dal XII al XV secolo* (Florence: Libreria Antiquaria G. Dotti, 1901), 91.

⁷⁹ Chambers, *Patrons and Artists in the Italian Renaissance*, 52.

⁸⁰ Leopoldo Tanfani-Centofani, *Notizie di artisti tratte dai documenti Pisani* (Pisa: E.Spoerri editore, 1898), 83.

has had any hand in painting the said picture, neither the predella nor any other part of it.⁸¹

Second, there is the positive stipulation that a work shall be done by an artist. The 1485 contract for Ghirlandaio to paint the *Innocenti altarpiece* (fig. 12) contains a stipulation whereby he is to paint the altarpiece, “tutto di sua mano” (all by his own hand)⁸² (fig. 13).

Third, contracts exist where the details of what exactly the artist’s work should consist of are recorded. In the 1490 contract (fig. 15) with Ghirlandaio for the *Altarpiece for San Francesco di Palco* (fig. 14) in Prato he was only required to draw the Madonna and four saints and paint their heads, “e quail santi debbo io Domenicho diligentemente disegnare di mia mano ecchosi cholorire tutte le teste.”⁸³ This translates as, “...and these saints I Domenico must diligently draw by my hand and colour all the heads.”⁸⁴ Similarly in the contract for Pinturicchio’s (1454–1513) contract of 1502 for the *Piccolomini library* in the Siena Cathedral in Siena required the artist to paint the heads.⁸⁵

In addition to these three types of *sua mano* clauses, other clauses were often included which were more indirectly aimed at regulating the participation of the artist in the execution of the painting. Whether they are to be regarded as *sua mano* clauses is doubtful. We can divide them into two categories. First there were *signing in* clauses requiring the artist to be present in the workshop or in the location where the painting was executed. It seems that these clauses were more typical in the 13th and fourteenth centuries, but again the statistical evidence is very limited. For example during the building of the Duomo in Florence, the Florentine architect Francesco Talenti (1300–1369) would be required to be present all day long like other masons.⁸⁶ A similar clause was included in the second contract with Ghiberti (1378–1455) for the North doors of the Baptistery and for Duccio’s contract on the Siena *Maestà*. Here it also is said that their absences were to be noted in a designated book.⁸⁷

⁸¹ Chambers, *Patrons and Artists in the Italian Renaissance*, 54.

⁸² Glasser, *Artists’ Contracts of the Early Renaissance*, 73.

⁸³ Guasti, *I quadri della Galleria del Comune di Prato*, 111.

⁸⁴ Chambers, *Patrons and Artists in the Italian Renaissance*, 15.

⁸⁵ Glasser, *Artists’ Contracts of the Early Renaissance*, 76.

⁸⁶ Andreas Grote, *Das Dombauamt in Florenz* (Munich: Prestel Verlag, 1961), 74 and 82. Here cited from Glasser, *Artists’ Contracts of the Early Renaissance*, 78.

⁸⁷ Glasser, *Artists’ Contracts of the Early Renaissance*, 79.

Second there were the *no other work* clauses that prohibited the artist to take on other work for a period, or at least for him to ask for the permission to take on other tasks. An example is the Ghiberti clause just referred to and the Duccio contract where it is said that, "...et non accipere vel recipere aliquod aliud laborerium ad faciendum, donec dicta tabula completa et facta fuerit."⁸⁸ It translates as, "not to accept or receive any other commission to be carried out as long as this painting has not been done and finalised."⁸⁹ I include them here in this overview because they all had the same aim: to ensure that the individual artist executed the painting. They will however, not form parts of the more detailed analysis of the impact of *sua mano* in artistic practice as discussed in chapter 3 below.

2.4 *The modo et forma requirement*

In the *Trecento* it had become customary to have a short verbal description of the painting in mind included in the contract itself. During the *Quattrocento* however, it seems to have become more usual to refer to a pre-existing drawing.⁹⁰ For sculptures and architecture, little models were used. These drawings or models were sometimes made in duplicate (one for the patron and one for the artist), deposited with a notary and/or left displayed in a public place in order to gain legal status through notoriety and publicity.⁹¹ Furthermore it seems to have been frequent to establish a visual relationship with other existing works. On a more general level one could call all these examples *modo et forma* clauses⁹² and leave it at that.

I believe it is important however, to distinguish the different types of *modo et forma* clauses before starting an analysis of the impact in artistic practice and the relationship with art theory. The terminology used in contracts in this area was not entirely consistent, although some authors like O'Malley argues that it was, "precise."⁹³ Nouns, verbs and adverbs were all used to communicate the level of interrelationship. The nouns a) *disegno* (or *designamento*, *desingnio*, Latin: *designum*), b) *modello* (or *modo*, Latin: *modellum*), and c) *esempio* (or *asempio*, *assenpro*, Latin: *exemplum*) were particularly frequent. The Italian term *disegno* means 'design' and is the more comprehensive term for the whole project in general, but in

⁸⁸ Giorgio Milanese, *Documenti per la storia dell'arte senese*, vol I (Siena: Presso Onorato Porri, 1854), 166.

⁸⁹ Private translation.

⁹⁰ Glasser, *Artists' Contracts of the Early Renaissance*, 115.

⁹¹ *Ibid.*, 119.

⁹² Glasser introduced this term in Glasser, *Artists' Contracts of the Early Renaissance*.

⁹³ O'Malley, *The Business of Art*, 222.

the *Quattrocento* it also became synonymous with a drawing. *Modello* means ‘model’ and became a term used more for little plastic sculptures. *Esempro* can be translated as ‘example’ and normally refers to a somewhat less rigid example for the artist to be inspired by.⁹⁴

The verbs *rethrahere* and *transumere* and adverbs *similitudine*, *secondo*, *ad instar* and *prout* were also commonly used it seems. *Rethrahere* quite clearly means ‘draw again’ while *transumere* means to ‘take from another’. *Similitudine* is somewhat weaker and means ‘bearing a resemblance to’ or ‘similar to’. *Secondo* means ‘according to’ and *ad instar* means ‘to the likeness of’, while *prout* means ‘just as’. It may be possible to argue that these words have different meanings linguistically, but the key in this art-historical context is mainly to analyse their practical consequences when used in contracts for altarpieces in the fifteenth century (see below in chapter 3). The general term *modo et forma* (in the manner and form of) introduced by Glasser⁹⁵ covers all these different terms and approaches. As mentioned above *modo* means in the manner of while *forma* means form, i.e. size and shape. *Modo et forma* therefore means that a painting should be in the same manner and form as some other painting. Glasser discusses several varieties of such *modo et forma* clauses, using the words I have mentioned above, but she does not explicitly establish different types. In my opinion, the following four broad categories could be used (based on the terminology described above taken from Glasser):

i) Reference to the artist’s own drawing (or sculpture)

The artist would often be required to follow a drawing he made before the contract was signed. An example of this can be found in the contract of 1485 between the Ghirlandaio brothers and Giovanni Tornabuoni. In this contract the brothers are required to submit a drawing before each scene was begun on the fresco for the chapel in Santa Maria Novella, “cum pacto tamen inter dictum [...] et eo modo et forma et prout et sicut superdicto designo declaratum.”⁹⁶ Another example is the contract between Pinturicchio and Cardinal Piccolomini for the decoration of the Siena Library. The preparatory drawings were to be made *sua mano*, “item sia tutti li designi delle istorie di sua mano, in cartoni et in muro, fare

⁹⁴ Glasser, *Artists’ Contracts of the Early Renaissance*, 116.

⁹⁵ *Ibid.*, 1.

⁹⁶ *Ibid.*, 141.

le teste di sua mano tutte in fresco et in secho ritocchare, et infino a la perfectione sua.”⁹⁷ A discussion has arisen on whether some of the drawings were in fact executed by Pinturicchio’s pupil Raphael (1483–1520).⁹⁸

A number of commissions exist where drawings are stipulated or otherwise mentioned. The artist was often required explicitly to follow the drawing, “in omnibus et per omnia et quo ad omnia.”⁹⁹ For example Fra Angelico (1400–1455) was specifically instructed to follow the drawing he made according to a commission from the Linen Guild (*Tabernacolo dei Linaiuoli*) in a contract from 1433.¹⁰⁰ Such preliminary drawings, once mere working material, have today come to be prized as the most immediate example of an artist’s genius.¹⁰¹ More complete sketch books with a loose collection of inspiration might have developed over the course of the *Quattrocento*. Apparently, by then, most artists owned portfolios of loose sheets.

ii) Reference to drawings by other artists or standard drawings

It was not unusual that artists made drawings or models that were used by other artists. Famous painters could be asked to furnish drawings for their less talented, but skilled colleagues with more time and lower prices.¹⁰² In Domenico di Michelino’s (1417–1491) contract from 1466, he agreed to paint the figure of Dante, “come apare per modello dato per Alexo Baldovinetti, dipintore.”¹⁰³ Leonardo’s (1452–1519) contract for the *Battle of Anghiari* of 1502 foresaw that the actual fresco might be executed by someone else, “non havesse occasione di dipignere in detto muro, ma seguitassi de finire tal cartone...cosi designato et fornito, alloghare a dipignere a una altro ne alienarlo in alcuna modo da detto Lionardo senza expresso consenso suo.”¹⁰⁴ The drawing was thus the real subject of the contract. Also more general pattern books or archives of copied stock, containing standard drawings, could offer a

⁹⁷ Milanesi, *Documenti per la storia dell’arte senese*, 9–13.

⁹⁸ Glasser, *Artists’ Contracts of the Early Renaissance*, 146.

⁹⁹ Büscher, *Künstlerverträge in der Florentinischen Renaissance*, 54.

¹⁰⁰ *Ibid.*, 55.

¹⁰¹ Maginnis, “The Craftman’s Genius”, 44.

¹⁰² Glasser, *Artists’ Contracts of the Early Renaissance*, 120.

¹⁰³ *Ibid.*, 121.

¹⁰⁴ Luca Beltrami, *Documenti e memorie riguardanti la vita e le opere di Leonardo da Vinci in ordine cronologico*, (Milan: Fratelli Treves Editori, 1919), 88.

clue to the painted image. These pattern books served as a, “vehicle of conservatism”¹⁰⁵ even in Italy, otherwise prized for its individuality.

iii) Reference/resemblance to other works

In some cases, contracts indicate that the artist should make a painting similar to an existing one.¹⁰⁶ Sometimes this reference was made to a work previously in place where the new one was to be placed. This could be called an *internal modo et forma clause* since it refers to an artistic work that was based on the client’s own internal model. Fires, vandalism, theft or just a coming to age of the model could be the reason for this. In Piero della Francesca’s contract of 1445 with the Confraternity of the Misericordia, the document notes that the new altar should be made, “to the height and width and like that which is now there [the oratory] in wood.”¹⁰⁷

In the contract for an altarpiece to be made by Spinello Aretino (1350–1410) (together with other painters) for S. Maria Nuova (prior Nicolo Fache) it was stipulated that the altarpiece was to be, “in ea forma modo et qualitate qua est tabula seu imago existens in monasterio Sancti Pontiani de Lucca.”¹⁰⁸ In such cases the client asked for an altarpiece similar to a model elsewhere. We could call this an *external modo et forma clause* since it refers to a model that was found externally. Furthermore, we can broadly distinguish between three different levels of prototypes regardless of whether the reference was to an internal or external *modo et forma* clause. It should be noted that these three types were sometimes combined and that other categories also could be used.

First a looser, inspirational model, which often only was occupied with what *subject matter* the painting should cover. This could for example mean that the painting should show the Virgin and the child surrounded by saints. Second a more extensive *iconographic* similarity¹⁰⁹ could be foreseen that prescribed that the deeper thematic issues were to be similar. An

¹⁰⁵ Andrew Ladis, “Sources and Resources: The Lost Sketchbooks of Giovanni di Paolo”, in *The Craft of Art: Originality and Industry in the Italian Renaissance and Baroque Workshop*, Andrew Ladis and Carolyn Wood (eds.), 48–86 (Athens, Georgia: The University of Georgia Press, 1995), 49.

¹⁰⁶ Glasser, *Artists’ Contracts of the Early Renaissance*, 64–65.

¹⁰⁷ Chambers, *Patrons and Artists in the Italian Renaissance*, 52.

¹⁰⁸ Glasser, *Artists’ Contracts of the Early Renaissance*, footnote 47, 13.

¹⁰⁹ Erwin Panofsky, *Studies in Iconology: Humanistic Themes in the Art of the Renaissance* (Oxford: Oxford University Press, 1939).

example could be that the altarpiece was to depict the Virgin and the child surrounded by Saints in a manner that refers to the eternal suffering of Christ, to the doctrine of the immaculate conception or to faithfulness.¹¹⁰ Third, a stronger *compositional modo et forma* level could require more detailed similarity, for example that the colours of the saints were prescribed as well as copying their gestures and clothing. These three levels are largely the same as those more indirectly mentioned by Glasser.¹¹¹

iv) Copies

Contracts also sometimes stipulate direct copies by the use of wording like *rethrahere*, but as I have mentioned direct copies were normally not commissioned, but were produced in large quantities in the open market. Examples of copying and reproduction of particular compositions emerge from the workshops of many late fifteenth-century Florentine artists, for example Lorenzo Credi (1458–1537).¹¹²

Not all of the four above categories of *modo et forma* clauses are of interest here. The reference to drawings by the artist himself (category i) above) are of a different nature since they do not raise questions of the influence of other artists. But the reference to other pre-existing works or to drawings by other artists (categories ii) and iii) above) raise questions about individuality, innovation and tradition. The use of drawings under category i) will thus not be discussed further. This is because only categories ii) and iii) involve an identification between different artists. Still, it may in some instances be interesting to look at the relationship between a drawing and a final work because this might cast light on the general attitude to contractual obligations.¹¹³ Direct copies in category iv) will only be discussed when they are relevant.

Glasser states that *modo et forma* clauses referring to a model, “while still rare in the earlier part of the century, are common in the second half of the Quattrocento.”¹¹⁴ She does not however include statistics to base such a conclusion on. O’Malley concludes that, “using models for iconography and composition was rare...models do not seem to have been used

¹¹⁰ Glasser, *Artists’ Contracts of the Early Renaissance*, 70 and 131.

¹¹¹ *Ibid.*, 65.

¹¹² Thomas, *The Painter’s Practice in Renaissance Tuscany*, 236.

¹¹³ See for example chapter 3.5 regarding Contract 5: Domenico Ghirlandaio, *Innocenti altarpiece (Adoration of the Magi)*, 1485, Museo dello Spedale degli Innocenti, Florence.

¹¹⁴ Glasser, *Artists’ Contracts of the Early Renaissance*, 118.

much in the fourteenth century, they appear more often in fifteenth- and sixteenth-century documents.”¹¹⁵ She bases this on the fact that, “the contracts that stipulate the use of models for paintings represent only a small proportion of those that survive.”¹¹⁶ Importantly this does not refer to drawings which she emphasises, “became common” after 1450.¹¹⁷ I would argue that the statistical evidence in general is too weak to serve as a basis for such conclusions although they are quite convincing as hypotheses. It is also interesting to note that in the Netherlands contracts appear to have included such clauses more frequently. O’Malley indicates that 30 per cent of the surviving fifteenth-century contracts require a commissioned work to be like a model, whereas 50 per cent of sixteenth-century contracts do the same.¹¹⁸ It can be questioned if the use of contracts was more frequent in the Netherlands or if there are more contracts surviving. The general opinion is that the Netherlands experienced a much larger appetite for copies than Italians, also at the high end of the market. O’Malley goes even further and indicates that Italians were more interested in unique works than the Dutch.¹¹⁹ I would argue that Italy might have experienced a different art market where the demand and supply of copies was less based on contracts and formalities than in the Netherlands.

As a preliminary summary at this stage, we could then conclude that the contracts around 1500 had quite a variety of *sua mano* and *modo et forma* clauses available. They could cover a wide range of different levels of individual contributions and connections with a model. It is not only interesting what the contract clauses looked like on paper, but also what impact they had on the painting in practice. This is the issue now in chapter 3.

¹¹⁵ O’Malley. *The Business of Art*, 221–222.

¹¹⁶ *Ibid.*, 231.

¹¹⁷ *Ibid.*, 197.

¹¹⁸ *Ibid.*, 249.

¹¹⁹ *Ibid.*, 250.

3 Sua mano and modo et forma in artistic practice

3.1 Contract 1: Piero della Francesca, *Madonna of the Misericordia*, 1445

Piero della Francesca (1415–1492) was born in Sansepolcro (Umbria) and his family belonged to an affluent merchant class. He spent some years in Florence during his youth, but mainly worked as a master in Sansepolcro and in Urbino at the court of Federico da Montefeltro. It is there that his most famous portraits and religious paintings are made. Piero is generally regarded as one of the great artists of the Renaissance with particular devotion to mathematical theory and geometry in his paintings. Nevertheless, “the meagre documentation of the artist’s life, projects and workshop continue to plague modern studies of his work.”¹²⁰ His paintings verify an extensive use of assistants; even more than was customary in the 1450’s and 1460’s. Still little is known about his workshop organisation. One of the important sources is the surviving contracts for the commissioning of larger works.

The work of interest here, Piero’s, *Madonna of the Misericordia* (fig. 1) was commissioned in 1445 by the Confraternity of the Misericordia, but finalised much later, probably not before 1462.¹²¹ It is normally referred to as the *Misericordia altarpiece*, now on display in the Pinacoteca in Sansepolcro (Umbria), Piero’s birthplace. The *Misericordia altarpiece* is his first documented work.¹²² Family connections contributed to the allocation of the commission,¹²³ in fact Piero’s father and grandfather belonged to the fraternity, and the Pinchi local noble family, who were central to the fraternity, was acquainted to the Piero’s family. The client, the *Compagnia di Santa Maria della Misericordia*, was a charitable organisation of pious laymen in the form of a confraternity.¹²⁴ Confraternities were quite common in Sansepolcro, organising and running hospitals, hospices and orphanages. They were mainly of two types: the *laudesi*, the ones who sang praise and mourned, and the *disciplinati*, the ones who flagellated themselves in memory of Christ’s suffering. The Misericordia was of the

¹²⁰ Andrew Ladis and Carolyn Wood, “Introduction” in *The Craft of Art: Originality and Industry in the Italian Renaissance and Baroque Workshop*, Andrew Ladis and Carolyn Wood (eds.), 1–5 (Athens, Georgia: The University of Georgia Press, 1995), 2.

¹²¹ Diane Cole Ahl, “The Misericordia Polyptych: Reflections on Spiritual and Visual Culture in Sansepolcro”, in *The Cambridge Companion to Piero della Francesca*, Jeryldene M. Wood (ed.), 14–30 (Cambridge: Cambridge University Press, 2002), 20.

¹²² *Oxford Dictionary of Art* (Oxford: Oxford University Press, 1996), 433.

¹²³ Ladis and Wood, “Introduction”, 3.

¹²⁴ Ahl, “The Misericordia Polyptych: Reflections on Spiritual and Visual Culture in Sansepolcro”, 14.

disciplinati type. The prolonged history of the finalisation of the altarpiece is mainly due to the lack of payment from the Pinchi family who had promised to the fraternity to finance it as early as in 1422 (Urbino di Meo dei Pinchi had estimated sixty florins). Piero also had several other commissions at the time.¹²⁵ Thus he left Sansepolcro in 1447 to do other work, but then returned in 1454¹²⁶ after a suit was lodged against him by the fraternity on 11 January 1454.

The altarpiece is a polyptych, originally with 23 panels enclosed in a three story frame of gilded wood. In the centre, the Madonna of Mercy opens her cloak to shelter the faithful, in this case illustrated by the population of Sansepolcro in the form of portraits of the Pinchi family and key members of the fraternity. The motive with the Madonna and the cloak is an ancient one. According to tradition the saints most venerated by the fraternity are painted on the side panels. On the left are found Saint Sebastian, the protector against plague (victims of which the fraternity hospitalised and nursed), and John the Baptist, the patron of Florence (that ruled Sansepolcro). On the right are pictured John the evangelist and Bernardino of Siena, a saint canonised in 1450 and a fervent advocate of the Madonna of Mercy cult.¹²⁷ The pilasters and pinnacles include Archangel Gabriel, the virgin Annunciate as well as other saints and pilgrims with a link to Sansepolcro. The narrative in the predella illustrates the passion and resurrection of Christ, emphasising the town's identification with the Holy Sepulcher of Jerusalem, the site of Christ's tomb.

The painting can be seen as a, “wedding of traditional iconography with a monumental style and conception.”¹²⁸ What is interesting is that the prolonged execution of the painting allows us to identify a stylistic development in Piero's career. Apparently, the central panel and the saints on the left, San Sebastian and John the Baptist, were painted first, in 1445–1447. The saints on the right, John the Evangelist and San Bernardino were painted later, perhaps as late as in 1454.¹²⁹ The first section is characterised by a solid sculpture-like construction of the figures inspired by Masaccio (1401–1428) and Veneziano (1400–1461) on well primed separate wood panels. The right though, is in a slightly more dynamic style and uses softer texture in the style of Fra Angelico, with the figures moving towards the Madonna. The

¹²⁵ *Ibid.*, 19.

¹²⁶ Ladis and Wood, “Introduction”, 3.

¹²⁷ Ahl, “The Misericordia Polyptych: Reflections on Spiritual and Visual Culture in Sansepolcro”, 15.

¹²⁸ *Ibid.*, 16.

¹²⁹ Technical evidence from a restoration in 1960–1964, see Ahl, “The Misericordia Polyptych: Reflections on Spiritual and Visual Culture in Sansepolcro”, 21.

painting here seems to have been done more hastily and is on a common panel, “a unified space in the manner of a *sacra conversazione* [authors italics], the new single panel type of altarpiece first developed in Florence that had begun to replace the archaic polyptych by 1440 or so.”¹³⁰

The original contract has survived and is now situated in Archivio di Stato in Florence.¹³¹ I have here based my analysis on the text as transcribed by Milanesi (fig. 2). The contract contains a negative *sua mano* clause, “et quod nullus alius pictor posit ponere manum de penello preter ipsum pictorem”¹³² which Chambers translates as, “and that no other painter can put his hand to the brush except the said painter himself.”¹³³

Furthermore, the document spells out in a *modo et forma* clause that the new altar should be made to the likeness of the existing one:

ad faciendum et pingendum vnam tabulam in oratorio et ecclesia dicte Societatis ad foggiam eius que nuc est, cum toto suo lignamine...cum illis ymaginibus et figures et ornamentis sicut sibi expressum fuerit per suprascriptos priorem...dictam tabulam facere et pingere et ornare et ponerelatitudinem et altitudinem et foggiam prout est illa que nunc est ibi de lingo.¹³⁴

This means that it should be, “done in the present fashion, with all his [its] wood and equipment”, include, “the images, figures and adornment which will be expressly detailed by the above prior” and Piero was to, “make, paint, embellish and erect the said picture according to the size and type of the painting on wood which is there at present.”¹³⁵

This *modo et forma* clause is one of the first known. It should be noted that the pre-existing altarpiece referred to in the contract has been lost and I have not been able to trace visual descriptions of it.

Although the execution of the work was protracted and took some 15 years to complete, Piero’s personal investment in this work seems certain to have been intense. The main panels

¹³⁰ Ibid., 21.

¹³¹ Archivio di Stato, Florence, Archivio Notarile, Rogiti di Mario di Matteo di Angiolo de Fedeli dal Borgo San Sepolcro, F 177 (1445–1447), c. 92r, 92v.

¹³² Milanesi, *Nuovo documenti per la storia dell’ arte toscana dal XII al XV secolo*, 91.

¹³³ Chambers, *Patrons and Artists in the Italian Renaissance*, 52.

¹³⁴ Milanesi, *Nuovo documenti per la storia dell’ arte toscana dal XII al XV secolo*, 91.

¹³⁵ Chambers, *Patrons and Artists in the Italian Renaissance*, 52–53.

and pinnacles are by him according to the art historian Diane Cole Ahl. However, she argues that, “the pilasters and predella were executed by another painter following Piero’s conception [sic]. Stylistic and suggestive historical evidence indicates that the artist was the Camaldolite monk and miniaturist Fra Giuliano Amedei.”¹³⁶ He resided in Sansepolcro at the time and was associated with the *Misericordia*. It has been questioned if these elements were not afterthoughts, although the firm standard of such altarpieces suggests otherwise.¹³⁷ Glasser argues that the, “critics are unanimous”¹³⁸ that also several of the smaller panels are not by the masters hand and refers to Kenneth Clark who believes that only the Madonna and four large saints and two smaller ones are by Piero.¹³⁹ It thus seems clear that the *sua mano* clause was not having the impact one might expect from the explicit wording. Indeed several painters were involved in this major work despite the instruction to allow only Piero’s brush to touch the panel.

There is no indication that the painting did not meet the expectations of the fraternity with regard to size and type foreseen in the *modo et forma* clause. When it comes to the composition and style it is difficult to compare the two panels since the pre-existing one has been lost and I have not been able to trace visual descriptions of the model.

3.2 Contract 2: Michele Giambono, Coronation of the Virgin, 1447

Michele di Taddeo Bono, also called Giambone or Giambono (ca 1400–1462) was a Venetian painter. In addition to panel painting, his speciality seems to have been mosaics, including important work in San Marco in Venice where, for a period, he seems to have had a workshop. Giambono was heavily influenced by Gentile da Fabriano (1370–1427). He must have enjoyed a considerable reputation in his own time, but he is not regarded as a particularly important painter of the Renaissance today. This is largely because his style remained gothic and he never allowed facial expressions to overshadow decorative elements. Nevertheless, it should be recalled that he made significant contributions to Venetian iconography by inventing novel combinations of conventional images.¹⁴⁰

¹³⁶ Ahl, “The Misericordia Polyptych: Reflections on Spiritual and Visual Culture in Sansepolcro”, 20, referring to the attribution by Marion Salmi, “Piero della Francesca e Guiliano Amedei”, *Rivista d’Arte* 24 (1942): 26–44.

¹³⁷ Ahl, “The Misericordia Polyptych: Reflections on Spiritual and Visual Culture in Sansepolcro”, 21.

¹³⁸ Glasser, *Artists’ Contracts of the Early Renaissance*, 74.

¹³⁹ Kenneth Clark, *Piero della Francesca* (London: Phaidon, 1961), 8–9 .

¹⁴⁰ *Allgemeines Künstlerlexikon*, Bd. 12, 597–598 and *The Dictionary of Art*, Vol. 12, 579–582.

Giambono's *Coronation of the Virgin* (fig. 3) is now situated in the Accademia in Venice. It was painted for the altar of the Saint Agnese with tempera on wood. The painting has been heavily restored, thereby covering the original tempera with oil painting. It shows the Holy Virgin being crowned by Christ while God oversees the crowning together with the Holy Spirit in the form of a dove. This central theme is surrounded by figures, including saints and angels in different storeys below. At the bottom there is a lion, an eagle and an ox probably referring to the evangelists.

It is unclear if the original contract has survived and I have here based my views on the version transcribed by Paoletti (fig. 5).¹⁴¹ The contract dates from 31 May 1447 and stipulates that Giambone was to make a visual connection with the painting by Antonio Vivarini (1420–1484) from circa 1444 for the Ognissanti Chapel in Saint Pantaleone (fig. 4). The concrete requirement was that Giambone was to:

Convenerunt...ad fabricationem unius Pale ad altare videlicet quod ser Michael facere teneatur et debet et sic promittit unam pallam ad altare maius dicte eccle. Ste Agnetis forme esse et similitudinis ac fabrice et ornamentorum Jta de lignamine de picture quam pale que est in ecclesia sancti Pantaleonis.¹⁴²

Chambers translates this as:

be obliged and must and promises to make a painting at the high altar of the said church of Sant' Agnese to be in the form and similitude in its fabrication, decoration and wooden framing as the altarpiece in the chapel of All Saints in the church of San Pantaleone in the said diocese.¹⁴³

Furthermore, there was a provision that the painting, "must and shall be made wider than the aforesaid painting."¹⁴⁴ There was no *sua mano* clause.

There is a clear similarity between the paintings as we can see from the positioning of figures, the spaces they are placed within and the rows of angels attending the coronation. The whole composition is in fact more or less copied as proscribed in the contract. However, it is no

¹⁴¹ Pietro Paoletti, *Raccolta di documenti inediti per servire alla storia della pittura veneziana nei secoli XV e XVI* (Padua: Prosperini, 1895), 13–14.

¹⁴² O'Malley. *The Business of Art*, footnote 55, 242.

¹⁴³ Chambers, *Patrons and Artists in the Italian Renaissance*, 186–187.

¹⁴⁴ *Ibid.*

exact copy in the sense that the two paintings are not interchangeable. Importantly there are major differences in how the individual figures are painted and in their volumes and interaction. It should also be noted that many of the figures are not situated in separate compartments, but painted in free, open space instead. The contract has therefore, as Chambers points out, despite its insistence on a similar product, resulted in a more, “up to date and modified” painting.¹⁴⁵

3.3 Contract 3: *Neri di Bicci, Altarpiece in S. Trinita, 1454*

Neri di Bicci (1419–1493) was a significant artist-entrepreneur in the fifteenth-century Florence art market. Bicci produced his own works of art, but also cooperated extensively with other artists. For almost fifty years he operated a workshop in Florence, built upon the workshop his father Bicci di Lorenzo (1373–1452) had established. This workshop was again a continuation of the workshop of Neri di Bicci’s grandfather Lorenzo di Bicci (1350–1427). There is even evidence that Neri’s great grandfather was a painter.¹⁴⁶ As an apprentice he participated in many different areas including frescos, monuments and panels. In his career however, he increasingly moved into panel painting. Small painted altarpieces were a particular speciality, and many were inspired by leading artists like Fra Angelico, Fra Filippo Lippi and Botticelli (1445–1510).

Bicci has been judged by many authors to be a mediocre artist and labelled as a manufacturer of mass produced images. Yet he was highly successful in his own time with commissions from many important clients. His popularity may have been linked to the fact that he was able to respond to all kinds of taste and style. In addition, it seems he was a reliable worker delivering goods on time.¹⁴⁷ Neri di Bicci recorded many of his activities in what has been called the *Libro di Ricordanze (Libro D)* now housed in the State Archives in Florence. It ranges from account books, daily records, lists of creditors and debtors, inventories, formal contracts, tax documents and notarial records.¹⁴⁸

¹⁴⁵ Ibid.

¹⁴⁶ Thomas, *The Painter's Practice in Renaissance Tuscany*, preface, XVIII.

¹⁴⁷ Ibid., 295.

¹⁴⁸ Ibid., Preface XVII.

In 1454 Neri di Bicci entered into a contract with the Abbot of St. Trinita and various members of the Spini family to paint an altarpiece for the Spini Chapel in S. Trinita. The painting is now in the National Gallery of Canada (fig. 6). The altarpiece depicts the Assumption of the Virgin. The style has a late Gothic profile which was almost outmoded by the 1450's and inconsistent with the more modern design of the Virgin's sarcophagus in the painting. The subject of the Assumption was repeated several times by Neri after this first and important altarpiece. It has a peculiarly Tuscan form, with the Virgin handing down her girdle to St. Thomas, a motif called the *Madonna della Cintola* popular there because the girdle was kept as relic in nearby Prato.¹⁴⁹ The artist's journal records a much larger frame, now lost, which incorporated beneath, as a predella, a row of narrative scenes from the life of the Virgin and, to the sides and above, many angels.¹⁵⁰

The contract stipulates among other things that the altarpiece, at a cost of 480 lire, was to resemble the one made by Neri for Carlo Benizi in S. Felicita in Florence only a year before; in 1453 (unfortunately it has not been possible to obtain a confirmed photograph of this painting via the relevant sources, see fig. 7 which is indeed by Bicci, but probably from another chapel in the church).¹⁵¹ The *modo et forma* clause states that Neri was to make the painting, “tuta bene ornata e cholorita sì chome quella fe’ a Charllo Benizi in Santa Filicita.”¹⁵² This translates as, “everything with the fine ornaments and colours in the same way as used for Charllo Benizi in Santa Felicita.”¹⁵³ It is uncertain if the original contract has survived, but the inclusion of the key terms into the *Ricordanze (Libro D)* now housed in the State Archives in Florence ensures that the original text survives. I have here based my views on the transcription by Bruno Santi (fig. 8). The painting was probably executed shortly after the contract had been finalised. Unfortunately, since it has not been possible to identify the model within the remit of this thesis I could not elaborate on the concrete impact of the clause.

3.4 Contract 4: Benozzo Gozzoli, *Virgin and Child with Saints, 1461*

Benozzo Gozzoli (1421–1497) was from the area round Florence, but also trained in Rome and Orvieto as the assistant of Fra Angelico. Gozzoli is mainly known for the decoration of

¹⁴⁹ <http://www.huntfor.com/absoluteig/bicci.htm>. Visited 12.08.2008.

¹⁵⁰ http://cybermuseum.gallery.ca/cybermuseum/search/artwork_e.jsp?mkey=10047. Visited 12.08.2008.

¹⁵¹ http://cybermuseum.gallery.ca/cybermuseum/docs/bio_artistid3969_e.jsp. Visited 12.08.2008.

¹⁵² Bruno Santi, *Neri di Bicci, Le Ricordanze* (Pisa: Ed. Marlin, 1976), 25.

¹⁵³ Private translation.

the chapel of the Palazzo Medici in Florence with frescos (1459–1461). Apart from this Renaissance masterpiece he has normally not been regarded as a very distinguished painter of the period. The contemporary art historian Vasari regarded him as an eclectic painter with a somewhat illustrative style, rigid and without individual identity. His two sons Francesco and Alesso also worked in the family business in Florence.¹⁵⁴

In 1461 Gozzoli entered into a contract with the Compagnia della Purificazione de San Marco. This convent was under the protection of the Medici family and probably the contract was based on his work on the Palazzo of the Medicis over the previous years. The Altarpiece seems to have been finalized the same year and is now on display in the National Gallery in London (fig. 9). It is thought that the altarpiece was already under work when Gozzoli signed the contract, probably by Domenico di Michelino.¹⁵⁵

The painting displays the Virgin enthroned with the child among holy Zenobius, Hiernonymus, Peter, Dominikus and Franciscus. From the predella only some episodes have survived and later been spread around the world. Among them *The holy Zinobius rescues a child* is in the Gemäldegalerie Berlin, *Salomo's dance* is in the National Gallery, Washington and *The holy Dominikus rescues a child* is in the Pinoteca di Brera, Milan. *Maria Lichtmess* is in the Johnson Collection, Philadelphia and *The fall of the magician Simon* is in Hampton Court, London. The side parts from the original altar are now in the Galleria dell'Accademia in Florence. The altarpiece is delicately coloured in email-similar colours and with golden parts. The figures are however quite rigid, just like the birds on the stairs. The impression of the painting is in general that it lacks some intimacy and dynamics.¹⁵⁶

It seems unclear whether the original contract has survived, but a contemporary copy is available in the State archives of Pisa.¹⁵⁷ I have based my analysis on the version transcribed by Leopoldo Tenfano-Centofani in 1898 (fig. 11). The contract for the altarpiece is relevant here because it contains an example of a negative *sua mano* stipulation: Gozzoli was to:

¹⁵⁴ Christina Luchinat, „Benozzo Gozzoli“, in *Die grossen Künstler Italiens: Von der Gotik bis zur Renaissance*, Scala Group (ed.), 561–639 (Florenz: Scala, 2003), 564.

¹⁵⁵ Ibid., 597.

¹⁵⁶ Ibid.

¹⁵⁷ Glasser, *Artists' Contracts of the Early Renaissance*, footnote 1, 66.

dipoi la detta tavola di sua propria mano tucta chon ogni debita diligenza dipignere in ogni et qualunque parte et di figure et d'ornamenti, et che nessuno altro dipintore vi si possa intromette a dipignere in detta tavola, ne in sua predella o in alchuna parte d'essa.¹⁵⁸

It translates as:

at his own expense diligently make the plaster and apply the gold to the said picture, and render the whole and do all figures and decorations to it, so that no other painter has had any hand in painting the said picture, neither the predella nor any other part of it.¹⁵⁹

Later in the contract it is explicitly required that Gozzoli should, “with his own hand paint at the foot, that is the predella, of the said altarpiece, the stories of the said saints.”¹⁶⁰ The original says that “et debba detto Benozo di sua propria mano, chome di sopra è detto, dipignere da piè, cioènella predella di decto altare, le storie di decti sancti.”¹⁶¹

Gozzoli's contract also has a very detailed subject clause describing the saints with their position and attributes as well as the composition. The clause reads:

Et prima, nel mezzo di detta tavola la ighura di nostra donna...., et dal lato ritto di detta tavola allato a nostra Donna la ighura di sancto Giovanni Batista nel debito usato suo habito, et apresso a lluia la ighura di sancto Zanobi chol suo ornamento pontificale, et di poi la ighura di sancto Girolamo ginochioni chol suo debito et usato ornamento, et dal lato sinistro gl'infrascripti sancti...la ighura di santo Piero et apresso a llui quella di santo Domenicho, et dipoi apresso a santo Domenico ginochioni la ighura di santo Francesco chon ogni ornamento intorno a ciò consueto.¹⁶²

This translates as:

First, in the middle of the said picture, the figure of Our Lady on the throne...and on the right-hand side of the picture, beside our Lady, the figure of St John the Baptist in his accustomed clothing, and beside him the figure of St Zenobius in pontifical vestments, and then the figure of St Jerome kneeling, with his usual emblems, and on the left-hand side the following saints... first, beside our Lady, the figure of Saint

¹⁵⁸ Tanfani-Centofani, *Notizie di artisti tratte dai documenti Pisani*, 83.

¹⁵⁹ Chambers, *Patrons and Artists in the Italian Renaissance*, 54.

¹⁶⁰ Ibid.

¹⁶¹ Tanfani-Centofani, *Notizie di artisti tratte dai documenti Pisani*, 84.

¹⁶² Here cited from O'Malley, *The Business of Art*, footnote 7, 165.

Peter, and beside him St. Dominic, and by St Dominic the figure of St Francis kneeling, with every customary ornament.¹⁶³

Gozzoli was also required to ensure the *similitude* to the altarpiece on the high altar of San Marco by Fra Angelico (fig. 10). The reference to similarity (*modo et forma*) refers to the throne of the Holy Virgin and the *ornamenti*. The clause states, “et prima nel mezzo di detta tavola la figura di nostra Donna con la sedia nel modo et forma et con ornamenti chome et in similitudine della tavola dello altare maggiore di sancto Marco di Firenze.”¹⁶⁴ This translates as, “in the manner and form and with the same decorations as the picture above the High Altar in San Marco, Florence.”¹⁶⁵ It seems somewhat unclear what *ornamenti* really means.

O'Malley seems to presume that it means both the background and the surroundings of the altarpiece.¹⁶⁶ It might perhaps also refer to the conventional clothing, equipment and positioning of the key figures, including the Virgin.

Gozzoli was known to be a man who took a number of liberties with contractual stipulations.¹⁶⁷ In fact, the impression of the painting is that it lacks the intimacy and dynamics one might expect from a work by the master. This might be seen as an indication that assistants were involved. Critics have found the figures quite rigid. The same applies to the birds on the stairs.¹⁶⁸ On the other hand, Thomas argues that, “the overall quality of both the main panels and those predella panels associated with it is quite refined, suggesting that the master *did* [author's italics] pay particular attention to consistency in style and execution.”¹⁶⁹ There seems to be no clear opinion about the level of his attention, but the majority view seems to be that Gozzoli was acting more as a traditional workshop administrator than individual artist when executing the painting despite the *sua mano* clause. Like O'Malley states, there was no implication that Gozzoli's work was to be a direct copy of the prototype.¹⁷⁰ The saints are described in a new manner and indeed the saints are different in number and person. “None the less the compositions of the works are very closely related”,¹⁷¹ as can be easily observed. The Virgin is enthroned and surrounded by angels. The saints stand in front of a tapestry hiding a landscape, two of them kneeling in front of the

¹⁶³ Chambers, *Patrons and Artists in the Italian Renaissance*, 54.

¹⁶⁴ Here cited from O'Malley, *The Business of Art*, footnote 42, 234.

¹⁶⁵ Chambers, *Patrons and Artists in the Italian Renaissance*, 54.

¹⁶⁶ O'Malley, *The Business of Art*, 165.

¹⁶⁷ Thomas, *The Painter's Practice in Renaissance Tuscany*, 257.

¹⁶⁸ Luchinat, „Benozzo Gozzoli”, 597.

¹⁶⁹ Thomas, *The Painter's Practice in Renaissance Tuscany*, 257.

¹⁷⁰ O'Malley, *The Business of Art*, 234–235.

¹⁷¹ *Ibid.*

Virgin and child. But the differences are also significant. In the original San Marco version by Fra Angelico, the Virgin is seated in a carpeted space within an arch whereas Gozzoli has painted her in open space. Furthermore, the throne is totally different. Gozzoli's throne is so low that it can hardly be seen, the single step platform being situated directly on the ground. Fra Angelico's Virgin is situated on a much more elaborate throne resting on a carpet. The picture plane is also different as Gozzoli has moved the figures to the front, making them more accessible to the viewer and the saints. The landscape is also less elaborate. It is quite clear that Gozzoli's interpretation is different from original. All in all Glasser argues that, "the similarity is not particularly striking",¹⁷² whereas O'Malley argues that the altarpiece of Gozzoli, "evokes" the one by Fra Angelico. The concrete effect of the *modo et forma* clause seems then not to be very different from other agreements concerning subject matter in that, "both might later be altered, presumably by mutual agreement."¹⁷³

3.5 Contract 5: Domenico Ghirlandaio, *Innocenti altarpiece, 1485*

Domenico Ghirlandaio (1449–1494) was one of the most popular painters in Florence in his time. He was known as an "expedious man who gets through much work."¹⁷⁴ The sheer size of his production of frescos and paintings clearly demonstrates the existence of a highly developed workshop practice with division of labour. There are arguments about how many assistants were actually involved and just how elaborate delegation was, but there is agreement that the nearest collaborators were his brothers Davide (1452–1525) and Benedetto (1458–1497) as well as his brother in law, Bastiano Mainardi (1466–1513). Attempts to distinguish the work of Domenico from that of his collaborators have proven difficult. Domenico himself was originally an apprentice with Baldovinetti, but the origins of his inspiration are more easily found in the works of Verrocchio (1435–1488), Uccello (1397–1475) and Castagno (1421–1457).¹⁷⁵

Whilst carrying out several commissions outside of Florence, including Rome and Pisa, Domenico signed a contract on 23 October 1485, committing himself to paint an altarpiece for

¹⁷² Glasser, *Artists' Contracts of the Early Renaissance*, 65.

¹⁷³ O'Malley, *The Business of Art*, 236.

¹⁷⁴ Cadogan, *Domenico Ghirlandaio*, 173.

¹⁷⁵ *Allgemeines Künstlerlexikon*, Bd. 53, 72–79 and *The Dictionary of Art*, Vol. 12, 548–555.

the *Ospedale degli Innocenti* in Florence (fig. 12). By then, he had probably a well established workshop there. The contract has survived and is now found in Florence.¹⁷⁶ I have here based my analysis on the transcription by the art historian Jean Cadogan (fig. 13). The altarpiece was executed over a four year period. Restorations took place in 1615 and 1786 when the frame and the predella were also removed. The painting itself was then again restored in 1878. Apparently, the complete predella was reassembled in 1902 and the complete work is now found in the *Museo dello Spedale degli Innocenti* in Florence.¹⁷⁷

The *Innocenti altarpiece* contract contains a stipulation whereby Domenico was to paint the altarpiece, “tutto di sua mano”¹⁷⁸ (“all by his own hand”).¹⁷⁹ He was also paint the predella, “e debba in detto patto dipignere la predella di detta piano.”¹⁸⁰ This translates as, “in accordance with the contract mentioned, paint the predella of the painting.”¹⁸¹ The contract does not contain a clause for a model altarpiece, but it refers to a drawing, “in modo come apare uno disegno in carto con quelle figure e modi che in esso apare e piu e meno secondo che a me frate Bernardo parre che stia meglio, non uscendo del modo e composizione di detto disegno.”¹⁸² This translates as, “so that a paper-drawing is made with these figures, their expressions and positions, more or less like I, brother Bernardo, find it best, and that it is not deviated from the manner and composition of this drawing.”¹⁸³ I have not been able to trace the drawing, it seems as if might be lost.

Importantly, in a new contract, dated 30 July 1488, Bartolommeo di Giovanni (1460–1517) was commissioned to paint the *predella*, which, in the original contract specifically had been assigned to Domenico. The reason for this is unknown, but it is not unlikely that Domenico was occupied with other assignments and that progress was too slow. It should be noted that the payment was to be deducted from Domenico’s account, indicating that he indeed understood the original contract as a personal commitment that he had to compensate for. Domenico seems to have used Bartolommeo for several *predellas*. On the same date, Andrea

¹⁷⁶ Archivio degli Innocenti, ser. XIII, no. 8, Giornale dal 1484 al 1489.

¹⁷⁷ Cadogan, *Domenico Ghirlandaio*, 162, 168 and 259.

¹⁷⁸ Küppers, *Die Tafelbilder des Domenico Ghirlandajo*, 86–89. Here cited from Glasser, *Artists’ Contracts of the Early Renaissance*, 73.

¹⁷⁹ Glasser, *Artists’ Contracts of the Early Renaissance*, 73.

¹⁸⁰ Here cited from Glasser, *Artists’ Contracts of the Early Renaissance*, 74.

¹⁸¹ Private translation.

¹⁸² Küppers, *Die Tafelbilder des Domenico Ghirlandajo*, 86, here cited from Glasser, *Artists’ Contracts of the Early Renaissance*, 120.

¹⁸³ Private translation.

di Giovanni di Giorgio (1450–1500) was commissioned to gild the altarpiece and the frame.¹⁸⁴ The payment records and a summary of expenses dated 23 December 1488 have also survived. Together with the contract they form a full picture of the team and the process involved in the execution of the work.

Critics agree that although the main figures of the *Innocenti altarpiece* are by the hands of Domenico, the smaller figures in the back showing the slaughter of the innocents are by another hand. Stylistic evidence furthermore confirms that the predella is not by his hand. This part, which was reallocated to Bartolommeo di Giovanni by a specific contract in 1488, seems also to be by him in practice. Thus it is not a breach of the contract that this part was not painted by the master. It might also be Bartolommeo that painted the massacre in the back of the painting. Some scholars indicate that the two shepherds building the wall behind the virgin are less masterly conceived and perhaps by another painter, and some even assume that the horsemen at the right might be by yet another hand.¹⁸⁵ Still the overall impression of experts is that the altarpiece is one of the finest by Ghirlandaio.

Although several assistants names are mentioned in the payment records, including Michelangelo (1475–1564) who collected Ghirlandaio's monthly payment, it seems that critics agree that none of their hands are explicitly recognisable in the painting itself. This does not exclude the possibility that they were involved. Cadogan, in her monograph on Ghirlandaio, sees the significant participation of Ghirlandaio in the altarpiece himself as, "surprising" since *sua mano* clauses were often not followed in the literary sense.¹⁸⁶ Another line of argument might be to assume that the clause by the end of the fifteenth century had taken on a more important meaning than previously and that another level of involvement therefore was to be expected.

The reference to a drawing in the contract for the *Innocenti altarpiece* (the *modo et forma* clause) shows that the, "idea" was incorporated in the disegno, but that details could be changed depending on agreement with the Friar Bernardo.¹⁸⁷ Since I have not been able to

¹⁸⁴ Cadogan, *Domenico Ghirlandaio*, 162 and 260.

¹⁸⁵ Küppers, *Die Tafelbilder des Domenico Ghirlandajo*. Here cited from Cadogan, *Domenico Ghirlandaio*, 260–261.

¹⁸⁶ Cadogan, *Domenico Ghirlandaio*, 162.

¹⁸⁷ Glasser, *Artists' Contracts of the Early Renaissance*, 120.

trace the drawing within the limitations of this thesis, further analysis of the influence is unfortunately not possible.

3.6 Contract 6: Domenico Ghirlandaio, Altarpiece in San Francesco Church, 1490

In another contract five years later, dated 20 August 1490, that Domenico entered into with representatives of San Francesco di Palco in Prato (fig. 15), he does not commit himself to painting the whole altarpiece. He only agrees to draw the Madonna and the heads of the four saints, “e quail santi debbo io Domenicho diligentemente disegnare di mia mano ecchosi cholorire tutte le teste.”¹⁸⁸ This translated as, “...and these saints I Domenico must diligently draw by my hand and colour all the heads.”¹⁸⁹ Presumably it was up to Domenico to decide on how to distribute the rest of the work within his workshop. It should be noted that it has not been possible to locate the original contract from which the published versions have been taken.¹⁹⁰ The work was finalised around 1492 when the records show that Davide received the final payment on behalf of Domenico. The painting was unfortunately destroyed in Berlin in the fighting of 1945 when it belonged to the Kaiser Friedrich Museum (now Bode Museum). It has been suggested from photographic evidence that the painting at that stage was cut heavily on both sides and on the top. It is difficult to judge this based on the photograph I have obtained from the Museum in Berlin (fig. 14).

Although Domenico was explicitly commissioned to design the figures and paint the faces, the general view, based on stylistic evidence, has been that the picture was a workshop product attributed to Domenico's brother in law, Mainardi (1460–1513). The opinions are based on pre-1945 visual evidence. The reuse by Mainardi of certain designs and compositions from the altarpiece seems to support this view.¹⁹¹ We can thus conclude that the more detailed *sua mano* clause was not followed up by Domenico in this case, whereas he *did* follow the less detailed clause for the *Innocenti altarpiece*. This is in itself quite an interesting finding.

¹⁸⁸ Guasti, *I quadri della Galleria del Comune di Prato*, 111.

¹⁸⁹ Chambers, *Patrons and Artists in the Italian Renaissance*, 15.

¹⁹⁰ Giuseppe Venturini, “Un ‘ipotesi per la ‘Pala del Palco’ di Domenico e Davide Ghirlandaio”, in *La Toscana al tempo di Lorenzo il Magnifico. Politica, economia, cultura, arte*, Pacini (ed.), 297–303 (Pisa: Pacini, 1996). Here cited from Cadogan, *Domenico Ghirlandaio*, 273.

¹⁹¹ Cadogan, *Domenico Ghirlandaio*, 274.

3.7 Contract 7: Bernardino del Signoraccio, *Virgin and Child with Saints*, 1494

Bernardino d'Antonio del Signoraccio dei Detti, called Signoraccio (1460–1532), was a Tuscan painter of little fame, who lived for long period in Pistoia.¹⁹² He seems to have been close to Domenico Ghirlandaio, but little is known about his training or professional influences.

In a contract of 1494 between Signoraccio and the Opera of the Church of San Leonardo in Pistoia, it was stipulated that an altarpiece (fig. 16) was to be painted by him in the form and manner as the altarpiece by Verrocchio (1435–1488), finished by Lorenzo di Credi (1459–1537) called *Madonna di Piazza* of the Pistoia Cathedral around 1486 (fig. 17). This was then a very recent model. The saints are clearly identified and the wishes for replacements are clarified. The full contractual requirement reads:

Facere et pingere unam tabulam altaris ad altare maius in ecclesia sanct Leonardi predicti magnitudinis et altitudinis ac longitudinis parve et quemadmodum est tabula exintens in oratorio Virginis prope ecclesiam catedralem Pistorii cum ordine picturarum verozurarum et prospectivarum ac bonorum colorum et deaurata prout est in dicta tabula oratorii predicti et circa picturum predicatem ponere omnem industriam et diligentiam et iuxta eius vires facere quod asimiletur et equipareretur plus quam potiret dicte tabule dicti oratorii salvo quod ubi in dicta tabula picti sunt sanctus Johannes et sanctus Zeno facere teneatur et debeat in locum dictorum sanctorum et sic promisit ut supra alios duos sanctos videlicet sanctum Leonardum et sanctum Hyeronimum cum leone ad pedes.¹⁹³

The contract (fig. 18) thus says that Signoraccio was to paint an altarpiece with the same size, arrangements, true blues and perspectives, and with good colours and gilding to the likeness of (*prout est*) the model.¹⁹⁴ The full text translates as:

make and paint an altarpiece for the main altar in the church of St. Leonard that preaches greatness, highness and eternity, not unlike the altarpiece praising the holy

¹⁹² *Allgemeines Künstlerlexikon*, Bd. 9, 5–29.

¹⁹³ Chiara D'Afflito, Franca Falletti and Andrea Muzzi (eds.), *L'età di Savonarola: Fra Paolino e la pittura a Pistoia nel primo '500* (Venice: Marsilio Editori, 1996), 238. Here cited from O'Malley, *The Business of Art*, footnote 53, page 242.

¹⁹⁴ D'Afflito, Falletti and Muzzi (eds.), *L'età di Savonarola*, 238. Here cited here from O'Malley, *The Business of Art*, 239–242.

Virgin in the cathedral of Pistoia and the image shall be true to nature with perspectives, quality colours and gold to the likeness of that in the above mentioned altarpiece, the execution shall be based on the utmost accuracy and diligence and in addition all good efforts must be made so that the altarpiece may be of a similar quality or even better than the said altarpiece, although it depicts the St. John and St. Zeno whereas instead there are of course two other saints that shall be included, namely St. Leonard and St. Jerome with a lion at his feet.¹⁹⁵

The contract from 1494 seems to have survived and is now in the State Archives of Florence.¹⁹⁶ I have based my views on the version transcribed by D’Afflitto (fig. 18).

The painting was probably finalised shortly after the contract was signed. As highlighted by O’Malley,¹⁹⁷ the similarities between Signoraccio’s altarpiece and the model are significant. The pose and placement of the Virgin, the arrangement of the space, the decoration and the positioning of bodies is almost identical. Even though some figures are replaced, their positions remain identical. This renders the two paintings closer, both in terms of iconography as well as formal aspects, than most other surviving pairs of this kind. It can be concluded that the *modo et forma* clause here had a significant impact in practice.

3.8 Contract 8: Raphael/Giovanni, Monteluca altarpiece, 1503/1516

Raphael (1483–1520) is of course one of the best known painters of the Renaissance in Italy and needs no further presentation here. A series of contracts between the convent of the Poor Clares at Monteluca (near Perugia) and Raphael, the first from 1503, concerns the painting of an altarpiece depicting the Coronation of the Virgin, called *the Monteluca altarpiece* (fig. 19). The first contract is of lesser interest here, but in the second contract from 1505 and the third from 1516 several relevant clauses are introduced. The painting is now in the Pinacoteca of the Vatican. I have not been able to trace the whereabouts of the original contracts and I have therefore based the analysis on the transcription by Gnoli from 1917 (fig. 21).¹⁹⁸

¹⁹⁵ Private translation.

¹⁹⁶ Archivio di Stato, Florence, Notarile Antecosimiano (ASF), 5138, c. 334r. Here cited from D’Afflitto, Falletti and Muzzi (eds.), *L’età di Savonarola*, 238.

¹⁹⁷ O’Malley, *The Business of Art*, 242.

¹⁹⁸ Umberto Gnoli, “Raffaello e la Incoronazione di Monteluca: Nuovi documenti”, *Bollettino d’arte* XI, (1917): 133–154, 146–149.

The second contract from 1505 states that there should be a clear resemblance with the altarpiece on the high altar of the Franciscan convent of San Girolamo at Narni, painted by Domenico Ghirlandaio in 1486 (fig. 20). Ghirlandaio's altarpiece depicts the coronation of the Virgin taking place between angels and above a group of kneeling Franciscan saints.¹⁹⁹

According to the contract Raphael and di Giovanni should, "make, construct, and paint an altarpiece for the main altar in Monteluca, to the perfection, proportion, quality and condition of the altarpiece in Narni, and with all the colours, the same numbers of figures or more, and frames as appear in that work." The original reads, "facere, construere et dipignere una tavola sive cona sopra l'altare grande ... de quilla perfectione, proportione, qualita e conditione della tavola sive cona existente in nargne nel la chiesa de San Girolamo del luoco minore et omne de colore et figure numero et più et ornamenti commo in dicta tavola".²⁰⁰ No further details are given on the clothing or positioning of the figures or on the surroundings.

In 1516 a new contract introduces the elements of a drawing that Raphael had made. It requires that the painting be in line with this drawing. We can here see how the nuns of Monteluca kept the link with Ghirlandaio's model at the same time as they adhered to Raphael's unique design. In the new contract Raphael's part of the obligations were clarified, taking into account the fame he had developed over the preceding years. He was now to paint the altar panel, "sia obligato fare dicta tavola sive cona et dipignere solum Ia istoria supradicta in lo campo o vero vano de dicta tavola in Roma a sue spese de legname, colori, et oro che ha ne intrasse."²⁰¹ This translates as, "is obliged to make the said panel as good as possible and only paint the story mentioned above, to do this at the place indicated, otherwise he must bring the mentioned panel to Rome at his own expense and then not have the costs for the wood, colours and gold reimbursed."²⁰² It should be noted that several other Umbrian Franciscan convents commissioned paintings using the Narni altarpiece as a model during this period. In particular two versions by Lo Spagna at Todi (see chapter 3.9) and Trevi bear strong resemblance to the model.²⁰³

¹⁹⁹ O'Malley, *The Business of Art*, 236.

²⁰⁰ Vincenzo Golzio, *Raffaello nei documenti, nelle testimonianze dei contemporanei e nella letteratura del suo secolo* (Citta del Vaticano, 1936), 11–13. Here cited from O'Malley, *The Business of Art*, 236 and footnote 46, 236.

²⁰¹ Golzio, *Raffaello nei documenti, nelle testimonianze dei contemporanei e nella letteratura del suo secolo*, 45 and 48. Here cited from Glasser, *Artists' Contracts of the Early Renaissance*, 88.

²⁰² Private translation.

²⁰³ O'Malley, *The Business of Art*, 238.

The survival of both the model and Raphael's version makes it possible to see clearly that the two do not really form a pair. As it can be observed from the painting, the colours, subject matter, number of figures and decorative surroundings are somewhat similar, but in most other respects the painting is different and seems to stand alone. This is of course to be explained partly through the complicated process spanning 23 years and the fact that the painting was not finalised before around 1524. This was after the death of Raphael and involved the hands of Giulio Romano (1499–1546) and Gianfrancesco Penni (1488–1528), the heirs of Raphael's workshop. The long period and the different people involved on both sides thus explain a softening of the relationship. Still it can be argued that the *Monteluca altarpiece* is indeed inspired by the model. O'Malley argues that, "the nuns seem to have been attracted to the fundamental compositional arrangements of the prototype as well as its subject matter, but their agreements with the painter show that the details of the picture could vary considerably."²⁰⁴

3.9 Contract 9: Lo Spagna, Coronation of a Virgin, 1507

Lo Spagna (circa 1450–1529) was born in Spain as his nickname indicates, but his real name was Giovanni di Pietro. He was a follower of Perugino (1446–1524), just like Raphael, and mainly active in central Italy. In addition to decorations of the complete chapels and the apsis in San Giacomo in Spoleto, Lo Spagna was a renowned panel painter in his own time. In Spoleto he received commissions from many confraternities and noblemen. The painting of interest here was completed in 1511. It is called *Coronation of a Virgin* and it now hangs in the Pinacoteca of Todi (fig. 22). The *predella* panels are in the Louvre in Paris and in various other collections.²⁰⁵

The contract for this work goes back to 12 September 1507 and it is unclear if the original has survived. I have here based my views on the transcription by Gnoli from 1917 (fig. 24). The contract was agreed with the Franciscans of Monte Santo di Todi and according to it Lo Spagna was to make the painting, "ad instar et similitudinem tabule facte in ecclesia sancti hieronimi de narnea."²⁰⁶ This means that he was to make the painting, "to the likeness of and

²⁰⁴ O'Malley, *The Business of Art*, 238–239.

²⁰⁵ Glasser, *Artists' Contracts of the Early Renaissance*, 67.

²⁰⁶ Gnoli, "Raffaello e la Incoronazione di Monteluca: Nuovi documenti", 138.

similar to the painting made in the church of S. Girolamo at Narni.”²⁰⁷ For some reason Glasser has used another transcription of the contract, despite referring to Gnoli, namely that Lo Spagna was to, “facere picturam de auro cum coloribus et aliis rebus ad specimen et similitudinem tabulae factae in Ecclesia Sancti Jeronymi de Narne.”²⁰⁸ This translates to, “paint an altarpiece with gold, colour and everything else like that and similar to the panel made in the church of S. Girolamo at Narni”²⁰⁹ by Domenico Ghirlandaio (fig. 23). I have not been able to trace the reason for these discrepancies in the transcriptions, but they illustrate well the problems of exactness in this area. In any case, several Franciscan churches commissioned altarpieces in the manner and form of the Ghirlandaio workshop’s *Coronation of the Virgin*, this being the first known. Later, in 1522, Lo Spagna was commissioned to make another version for the Franciscan church of San Martino in Trevi, and in 1541 Jacopo Siciliano, a pupil of Lo Spagna was commissioned to make a further version.²¹⁰ There is no *sua mano* clause in the contract.

The painting by Lo Spagna indeed bears a strong resemblance to the model. The size, shape and ornament as well as the iconography, colours and the composition are very similar. It seems reasonable to regard this as a very close copy where the *modo et forma* clause had significant impact in practice.

3.10 Contract 10: Ridolfo Ghirlandaio, Beltramini altarpiece, 1517

Ridolfo Ghirlandaio (1483–1561) was the son of the painter Domenico Ghirlandaio and spent most of his career in Florence. He was trained by the painter Fra Bartolommeo (1472–1517) but was also influenced by Raphael as well as his father. Ridolfo was able to establish a significant workshop in Florence with commissions from the Medicis and the Church. Many critics see him as an artist who started well, but became less impressive later in his career.²¹¹

In a contract of 1517 drawn up between Ridolfo Ghirlandaio and Mariotto di Niccolo Beltramini, the artist commits himself to use a painting by his father Domenico called the

²⁰⁷ Private translation.

²⁰⁸ Glasser, *Artists’ Contracts of the Early Renaissance*, 67.

²⁰⁹ Private translation.

²¹⁰ Glasser, *Artists’ Contracts of the Early Renaissance*, 67–68.

²¹¹ *Allgemeines Künstlerlexikon*, Bd. 53, 79–81 and *The Dictionary of Art*, Vol. 12, 556–557.

Tornabuoni Altarpiece from 1491 as a model (fig. 26). The painting was to be placed in the Beltramini chapel in Sant' Agostino in the town of Colle val d'Elsa where it is also found today (fig. 25). He was to, "fare...una tavola per uno altare alla misura e grandezza e qualità del modello d'una ch'è nella chiesa di Cestello, che fecie Domenico suo padre più [anni?] fa a Lorenzo Tornabuoni."²¹² This means that it was to, "have the same measurements, size and quality as the visitation altarpiece that had been commissioned from Domenico in 1491 by Lorenzo Tornabuoni for the family chapel in Cestello."²¹³ In the contract information on the name of the painting, the painter and that of the client were recorded, something which was unusual for the time. The original contract is situated in the *Archivio Firidolfi-Ricasoli* in Florence and I have here based my analysis on the transcription by the art historian Alison Brown (fig. 27).²¹⁴ The painting seems to have been finalised shortly after the contract was signed.

The stipulations were followed to some extent in the sense that the paintings are similar in size and shape. However, it is clear that the iconography and the formal aspects, including the composition and the colours differ. The contract is also quite general on this, as it only refers to "quality". Overall therefore, the two paintings do not resemble each other very much, and the contract clause seems to have had a limited impact in practice. One might therefore ask why such a model was used when other models could have been just as relevant and why the contract is not more precise on what qualities the client was looking for. O'Malley discusses this point and argues that the most important signal was the link between father and son.²¹⁵ Indeed social connections between painters and clients should not be underestimated and this will now be discussed as part of the analysis of the relationship between the contract clauses and art theory.

²¹² Alison Brown, "A contract for Ridolfo Ghirlandaio's 'Pieta' in S. Agostino, Colle Val d'Elsa", *Burlington Magazine* CXXX, (1988): 692–693, 693.

²¹³ O'Malley, *The Business of Art*, 247.

²¹⁴ Brown, "A contract for Ridolfo Ghirlandaio's 'Pieta' in S. Agostino, Colle Val d'Elsa", 693.

²¹⁵ O'Malley, *The Business of Art*, 247.

4 Sua mano and modo et forma requirements and art theory

4.1 Background

The main conclusions in chapter 3 were threefold. First, the *sua mano* clause seems to have had limited general impact on the traditional division of labour in workshops. Secondly, key elements of paintings, in particular the faces of saints, were increasingly subject to attention and painted by the master himself, like for example in the *Altarpiece in San Francesco Church* from 1490 by Domenico Ghirlandaio in San Francesco, Palco. Third and finally, the *modo et forma* clause resulted in a variety of similarities between models and new versions depending on the concrete circumstances, in particular the status and ability of the artist. This means that the impact of the two contract clauses was not significant or standard in artistic practices, but the clauses still had quite some influence on the concrete paintings. A summary of the findings are included in the table at Annex 3.

The next question then becomes what the relationship was between the two contract clauses, and theory of art. Were the contract clauses in any way a result of developments in art theory at the time? This is the question that will be further analysed below. I have chosen to use the overarching term *art theory* since it seems to be best suited to cover the full body of comments, views and ideas regarding the relationship between concrete works of art and more abstract ideas and views on art. The term also covers all attempts to establish rules and guidance on how art becomes well-made and beautiful.

Art theory is influenced on one side by empiricism using evidence from concrete works of art (much in the way I have attempted to do in chapter 3) and on the other side by deduction from more general ideas in art philosophy and religion. Art theory thus often seeks to establish principles, norms and rules that govern artistic practices with the help of history, artistic literature and art criticism. It is, however not unproblematic to use the term since it was not established in the literature of the time. With a warning though, I believe it is possible to use the term and furthermore it is better suited than the term *art critique* which is too limited.

Aesthetic theory would be another alternative, but this field is more occupied with the impact of art on the viewer and the taste of the viewer which are not key issues here.²¹⁶

The 10 contracts analysed do of course not directly introduce any coherent theory of art. Nevertheless, the *sua mano* clause (as a requirement for a painting to be individualised by an artist) and the *modo et forma* clause (as a clause that requires the painting to be made after a model and therefore not to be something completely creative and original) are both indirect expressions of preferences in artistic practice. As Glasser has noted, two other basic concepts taken from art theory, namely that of *better than before* and that of *beauty* seem to underpin the requirements. She further argues that, “words of praise are closely bound to skill and mastery, but the concepts of *invention* and *ingenio* (Venetian, *inzegeo*), the modest forerunners of ‘originality’ and ‘genius’ in the nineteenth- and twentieth-century sense of the word, may be detected in these sober legal documents.”²¹⁷ Although her approach is firmly based on a somewhat outdated Hegelian approach to art history with a clear linear development of art, it seems to be a useful starting point for the analysis of art theory here.²¹⁸ This chapter will therefore try to analyse if there really were such concepts as *individuality*, *originality* and *beauty* “hidden” in contracts at the time as Glasser indicates.²¹⁹ The analysis will be based on the conclusions regarding the practical impact of *sua mano* and *modo et forma* clauses above in chapter 3. I will also comment briefly on the relationship with *authenticity* as a fourth concept since it has been considered as a basis for the contractual requirements by other authors.

‘Individuality’, ‘originality’ and ‘beauty’ (the three concepts chosen based on Glasser’s attempts to explain the *sua mano* and *modo et forma* clauses) as well as ‘authenticity’ (the concept introduced by other writers to explain the *sua mano* clause) are concepts in art theory that focus on different aspects of the artistic discourse. Before entering into a more detailed analysis, it might be useful to clarify this. The concept ‘individuality’ mainly focuses on the relationship between art and artist. ‘Originality’ and ‘authenticity’ on the other hand focus more on the relationship *between* works of art. Finally, ‘beauty’ as a concept mainly focuses on the work itself, but also on the relationship between nature and the work of art. By the term

²¹⁶ Götz Pochat, *Geschichte der Ästhetik und Kunsttheorie* (Köln: DuMont Buchverlag, 1986), 14.

²¹⁷ Glasser, *Artists’ Contracts of the Early Renaissance*, 85.

²¹⁸ Wladyslaw Tatarkiewicz, *History of Aesthetics, vol. III, Modern Aesthetics* (Warszawa: Polish Scientific Publishers, 1974), 33.

²¹⁹ Alessandro Ferrara, *Reflective Authenticity: Rethinking the Project of Modernity* (London: Routledge, 2002), 141.

‘nature’ I here mean to cover all variations of *mimesis* in art theory, including imitation of the observed, physical nature, imitation of an ideal nature and imitation of the divine nature of God.²²⁰

The Norwegian art historian Gunnar Danbolt has explained these different perspectives in art history as different ‘sets of glasses’ through which we as art historians can look. He also emphasises that people of different periods in art history have had a tendency to use different sets of glasses (or perspectives). The exploration of the relationship between artist and art (individuality) was, for example, very fashionable around 1800. The analogy between human life and the exploration of self was often linked to the creation of art.²²¹ Since 1800 the tendency has increasingly become to make the artist a hero and to honour him/her as a seer. The interest in originality and authenticity on the other hand had an upturn in particular with the progress of post-modernism and its focus on interrelationship. The concept questions the nature of an object of art compared to other objects and the difference between the art-discourse compared to other discourses. Finally, the interest in beauty and art’s relationship with nature was of course the key issue in the Renaissance. It might in light of all this, therefore be argued that the way of explaining the *sua mano* and *modo et forma* clauses in the past has been to focussed on the relationship between painting and painter (individuality) and between different objects of art (originality and authenticity). It has lacked the perspective of the quality of the painting as a question of relationship with nature (beauty).²²² I will seek to use all perspectives in the analysis below.

It should also be recalled that the 10 paintings that I have covered are from the period 1440–1520. This period left us with a marvellous heritage of paintings. With the notable exception of Alberti²²³ and some other writers,²²⁴ this period is however, not characterised by a similar volume of art theory regarding paintings. Only later, in the period from 1520–1600, was a more substantial amount of literature on the theory of art written. This literature often takes

²²⁰ For further reading see Erwin Panofsky, *Idea: A Concept in Art Theory* (Columbia: University of South Carolina Press, 1968) and Stephen Halliwell, *The Aesthetics of Mimesis: Ancient Texts and Modern Problems* (Princeton, N.J.: Princeton University Press, 2002)

²²¹ Charles Taylor, *Autentisitetens etikk*, (Oslo: Cappelen Akademisk Forlag, 1998), 72.

²²² Gunnar Danbolt, *Hva er kunsthistorie?, nettførelse ved kunsthistorie som fjernundervisning 200 nivå*, University of Bergen, 2005, accessible with password. <http://kunst.uib.no/200>. Visited 28.11.2005.

²²³ Leon Battista Alberti, *On Painting*, London: Penguin Books, 2004.

²²⁴ Filarete (1400–1469), Piero della Francesca (1412–1492), Francesco di Giorgio Martini (1439–1501), Bramante (1444–1514) and Luca Pacioli (1445–1514) should all be mentioned although only Piero and Pacioli explicitly discuss painting.

works of art from around 1450–1500 as its starting point. If Alberti is considered to be the major theorist of the early Renaissance, then Michelangelo and Leonardo have to fulfil that role for the High Renaissance due to the lack of other writers. Leonardo da Vinci's theory of art was unpublished during his lifetime and never constituted a real theory of beauty and art. Nevertheless a compilation of his aphorisms, notes and loose thoughts was made by his pupils, probably around 1550, but only published as *Treatise on painting* in 1651.²²⁵ Here the focus is on theory that was present before 1525 and might therefore have influenced contracts. For this very reason Vasari's writings are not included. Michelangelo and Leonardo are on the other hand included as some of their writings are from around 1525 (although most of them came later than the individual contracts and works listed here).

It should thus not be forgotten that it is difficult to establish one specific, dominating art theory around 1450. Different parts of the Renaissance society might have had different priorities in the theory of art. Artists (individualists like Michelangelo or work shop masters like Neri di Bicci), the clients (the church (pious orders or the Catholic Church), or the nobility) and writers (humanists or clerics) all had differing approaches. Tatarkiewicz divides them into three groups: first the aesthetics of philosophers and humanists (for example Nicholas of Cusa (1401–1464)), second men of letters (for example Marsilio Ficino (1433–1499)) and third that of artists (Alberti (1404–1472)). Common to all of them was that their main inspiration was drawn from antiquity. Plato provided the general philosophical background and the doctrines of Vitruvius provided the more detailed and technical contents.²²⁶ Mostly all of the men (because they were all men) were preoccupied with issues related to beauty and what constituted beauty. Perspective, proportion and the ability of art to represent nature (*mimesis*) were central issues.

At a general level it is difficult today to present simple explanations as to why and how the change in society, art theory and art occurred in Italy around 1450. It is in any case important to remember that a very small proportion of art theory from the period around 1450 was dedicated to individuality and originality. Much more effort was made in the areas of clarifying the relationship between art and nature (in the wider sense of *mimesis*, see above), proportions, mathematical issues, perspective and the nature of beauty. The changes in theory

²²⁵ Kate Steinitz, *Leonardo da Vinci's trattato della pittura: Treatise on Painting. A Bibliography on the printed editions 1651–1956* (Copenhagen: Munksgaard, 1958).

²²⁶ Tatarkiewicz, *History of Aesthetics*, 40.

at the time around 1450 that are so much discussed today were probably apparent only in the thoughts of a few people. Then again, artists and theorists of art were just the members of enlightened circles where the new ideas of the Renaissance were most quickly adopted. As a further starting point, we must therefore assume that a continuous discussion about artistic quality was high on the agenda during the period and that there might well have been conflicting views. It is not unlikely that while artists were occupied by the aesthetic qualities of the products and the handcraft, the clients were occupied by their status, influence and function.²²⁷

Finally, it should be mentioned that I have also considered analysing another aspect of the interrelationship between the contract clauses and art theory; Was the use of the two clauses so widespread and important that they contributed to a change in artistic practice which again influenced art theory? However, this seems rather far fetched, taking into account the analysis of the impact of the clauses in practice. It has therefore not been included in the following.

4.2 Individuality

“The primacy of the individual, particularly in artistic expression, has been central to traditional interpretations of the Renaissance and its aftermath”,²²⁸ in particular since the art historian Jacob Burckhardt (1818–1897) portrayed the Renaissance man as the pioneer of modernity. It is therefore tempting to assume that the *sua mano* clauses, despite their limited impact in practice, were motivated by an increased focus on individual style. The *sua mano* clause in the contract for Ghirlandaio’s *Altarpiece in San Francesco Church* from 1490 (see chapter 3.6) could be seen as an example of how the client wanted a personal Ghirlandaio-like style in his painting. However, this view is less convincing when you take into account that it only concerned the heads of the saints. A typical statement according to this view would be that, “a great painter was distinguished by his individuality.”²²⁹ A counter argument to this is that, “the present-day ideas of artistic originality and individuality which consider all works of the art the unique product of the mind and the hands of a single artist would simply not have

²²⁷ See more in general Ferrara, *Reflective Authenticity*.

²²⁸ Ladis and Wood, “Introduction”, 2.

²²⁹ Maginns, “The Craftman’s Genius”, 32.

made any sense to the artists of the Renaissance who learned through imitation and worked collaboratively.”²³⁰

In fact it is rather difficult to trace a clear concept of individualised art in theory from the period. Alberti has no significant passages in his works indicating an interest in the individual style or indeed the relationship between painter and painting. Some statements could be still be quoted. Dante (1265–1321), for example, wrote that, “no painter will be able to create any figure unless he previously makes it in his mind as it should be.”²³¹ This ‘judgement of the eye’ was also commented on by the Florentine statesman and art patron Lorenzo Medici (1449–1492) who is reported to have said that the artist always represents himself: “Ogni dipintore depinge se medesimo”.²³² Curiously enough, this was repeated by the Dominican priest Savonarola (1452–1498), although perhaps more in a negative or restrictive sense in that an artist represent things according to his own conception, “secondo il suo concetoo”, not God’s conception.²³³ Such comments on the artist’s hand, eye or touch that are based on an artist’s individuality seem however, not to have been developed further into a theory on the primacy of individual artists above collective workshop-practices.²³⁴

The humanists Bartolomeo Facio (1400–1457), Cristoforo Landino (1424–1498) and Pomponius Gauricius (1452–1530) published works devoted to the visual arts around 1500. However, they do not consider individuality in the visual arts except from a brief series of references to individual works without any attempt to make stylistic distinctions or more general observations.²³⁵ In reality, many humanists were not much engaged in the art of their own time and the general notion of the day was that artists possessed more *ars* (acquired skill) than *ingenium* (inborn talent). “Humanism brought little that was distinctive to the appreciation of Renaissance, and it had less impact on the development of informed discussion than the very different type of criticism that grew up within the culture of the studios.”²³⁶

²³⁰ Bruce Cole, “Titian and the Idea of Originality”, in *The Craft of Art: Originality and Industry in the Italian Renaissance and Baroque Workshop*, Andrew Ladis and Carolyn Wood (eds.), 86–113 (Athens, Georgia: The University of Georgia Press, 1995), 89.

²³¹ Dante, *Convivio*, IV.10, here cited from Tatarkiewicz, *History of Aesthetics*, 284.

²³² Tatarkiewicz, *History of Aesthetics*, 143.

²³³ *Ibid.*, 73.

²³⁴ Ladis and Wood, „Introduction“, 2.

²³⁵ Charles Hope and Elizabeth McGrath, “Artists and Humanists”, in *The Cambridge Companion to Renaissance Humanism*, Jill Kraye (ed.), 161–189 (Cambridge: Cambridge University Press, 1996), 167–168.

²³⁶ *Ibid.*, 169.

Only later, in particular with the art historian Giorgio Vasari (1511–1574) around 1550, the concept of easiness (*facilità*) is further developed as a distinct concept in art linked to individualised art theory,²³⁷ thereby making such statements more appropriate. In his *Lives* Vasari glorified the artist's *mano*²³⁸ and thereby gave the impression of the Renaissance artist as someone who was slowly becoming self-conscious about his own, individual style or *maniera*. In the Netherlands there was, albeit 100 years later, a growing interest in the acquisition of works by known masters. Already then it was common to talk about *naamkopers* (buyers of names) who were more interested in having a work by the artist and less interested in the quality as such.²³⁹

Is it then not better to see the increased quest for individual contributions in the *sua mano* clauses for altarpieces as a reflection of increased focus on beauty since this was indeed such a key concern in art theory over the period? I will come back to the connection between the *sua mano* and *modo et forma* clauses and theory on beauty in greater detail below in chapter 4.4. The point here is that written sources from the period do not support a strong link between the individual artist as an abstract, theoretical concept in art theory and major works of art at the time.²⁴⁰ The impact of a *sua mano* clause must, it seems, be seen more as an adjustment of the practice that had existed since medieval times whereby a contract between a painter and a client did not mean that, “the painter necessarily had to produce a contracted work himself.”²⁴¹ For example, when Simone Martini was commissioned in 1322 to paint a crucifixion for the Sienese Council of the Nine, he subcontracted the work to an associate painter.

O'Malley has argued convincingly that the impact of an introduction of a *sua mano* clause and the further refinement of it would not be to reverse this collective tradition fully. It only was intended to clarify that the painter finalised the work within his own workshop and ensured the quality that this workshop represented. The *sua mano* clause, “highlights the managerial aspects of a master painter's job”, she says. The input of the master was decisive in setting the price, and reputation and style deciding on value. “It [the *sua mano* clause]

²³⁷ Pochat, *Geschichte der Ästhetik und Kunsttheorie*, 278.

²³⁸ Here cited from Ladis and Wood, “Introduction”, 2.

²³⁹ De Wetering, “The Question of Authenticity: An Anachronism? A Summary”, 12.

²⁴⁰ Tatariewicz, *History of Aesthetics*, 74.

²⁴¹ O'Malley, *The Business of Art*, 90.

underlines the changing character of the relationship between the painters and their clients around 1500.”²⁴² Her argument is based on three elements. First that, “this clause cannot be read literally. While it seems to prevent the participation of assistants in painting a work, making such a requirement would have subverted normal workshop practice, which was carefully legislated and widely recognised.”²⁴³ Secondly, she argues that, “visual evidence” confirms that this was not the impact, by referring to instances where assistants had contributed to the work despite a *sua mano* clause (Duccio’s *Maesta* and Piero’s *Misericordia*). Third, she argues that the clause was never used by artists themselves. O’Malley believes that the term in everyday usage refers to the term, “within his own workshop” (“tuto fornita in bothega mia”) that was used, for example by Neri di Bicci.²⁴⁴

While this all seems plausible, it can, I believe, also be argued that the introduction of the more detailed *sua mano* clause was intended to change practice, at least from the client’s point of view, although this was not motivated by any individualised art theory. The more detailed *sua mano* clause was an adjustment of workshop practices, not a reversal of them. The master was more clearly to occupy himself with the main parts of the painting (such as the Virgin and the saints), not the predella or the background. This tendency was also evident in other works of art as Glasser has noted. The second contract for Ghiberti’s baptistery doors, the contract for Filippino Lippi’s (1457–1504) decoration of the Strozzi Chapel and Pinturicchio’s contract for the Library of the Siena cathedral all contain more detailed *sua mano* clauses focussing on specific parts. Clearly it increasingly was, “the representation of the human figure and its more intricate forms which displayed the skill of the master and betrayed the assistant.”²⁴⁵

The *sua mano* clauses for altarpieces would, as we have seen in chapter 3, normally not cover the predella. It seems that the clients concern therefore was the quality of the main figures and there is little evidence that clients expected a painting that had only been made by one person. The contract for Gozzoli’s *Virgin and Child with Saints* seems to be the exemption here, see chapter 3.4. Indeed, very few examples are known where litigation followed due to a too extensive delegation of work contrary to clients’ expectations. The art historian Charles Seymour Jr. refers to the fact that disputes were beginning to embroil shortly after 1400 due to

²⁴² Ibid., 96.

²⁴³ Ibid., 91.

²⁴⁴ Ibid., 92.

²⁴⁵ Glasser, *Artists’ Contracts of the Early Renaissance*, 76.

artists not sticking to model-drawings. In Milan and in Florence sculptors were, “censored and fined for not following sufficiently closely the painters’ model-drawings as exactly” as the clients felt they should. These disagreements belong to the period of transition between the stricter controls of medieval practice and the growing quality control of Renaissance artists.²⁴⁶ Seymour highlights that in 1416 and 1425 a similar clause was used in a contract for a sculpture, whereby the artist was to make a drawing of the sculpture, “disegno fatto di sua mano.”²⁴⁷ In addition the artist was explicitly required to sign the work, “sottocritto di sua propria mano”. According to Seymour, the difference between *sua mano* and *sua propria mano* could lead to the tentative conclusion that the words *sua mano* only indicate that the artist shall *cause something to be done*, while *sua propria mano* is referring to the literal sense. In notarial practice it seems that *sua mano* and *sua propria mano* had a specific meaning. It can however, also be seen as an attempt to increase individuality in a time where stricter and more detailed contracts were emerging.

There are other legal cases where disputes over the involvement of a master have been recorded. In 1451 for example, Fra Filippo Lippi brought a suit against a Perugian merchant, Antonio del Branca, before the Mercanzia, the Florentine guild court.²⁴⁸ The client had refused to pay for an altarpiece he had commissioned for San Domenico in Perugia (the painting is now lost). The client claimed that Filippo’s involvement in the painting was limited and that the quality therefore was inferior. In fact, Filippo had subcontracted the work and it is not clear if this was done outside or inside the workshop. Filippo eventually won the case. Thomas seems to interpret this as a confirmation that courts upheld an established practice whereby subcontracting was accepted.²⁴⁹ However, the lack of information on the contract stipulations and the details of the subcontracting make it difficult to arrive at a clear cut conclusion. Perhaps the subcontracting had been done within the workshop and Filippo had had the control of the execution, but the client wanted his personal involvement. It seems therefore that the use of the *sua mano* clause and the variation in follow-up initiated a need to amend contractual language in order to increase predictability for both parties. The negotiation could have been influenced by both the need to adjust expectations as a, “response

²⁴⁶ Charles Seymour Jr., “Fatto di sua mano: Another Look at the Fonte Gaia Drawing Fragments in London and New York”, in *Festschrift Ulrich Middeldorf*, Antje Kosegarten (ed.), 93–105 (Berlin: De Gruyter, 1968), 99.

²⁴⁷ *Ibid.*, 98.

²⁴⁸ Jeffrey Ruda, *Fra Filippo Lippi, Life and Work*, (London: Phaidon, 1993), 33.

²⁴⁹ Thomas, *The Painter's Practice in Renaissance Tuscany*, 256.

to the low fee to be paid for the work”²⁵⁰ and by the need to ensure busy painters participation. A history of Brescian authorities and Titian discussing the level of such individual strokes is also highly illustrative of this aspect.²⁵¹

A common feature of most contracts analysed in this thesis is that, “each painter commissioned with the stipulation had an international reputation and operated a large workshop.”²⁵² The typical patron’s view of the *sua mano* clause is exemplified by a statement by the Duke of Milan in 1476. He asks a group of three artists to take care that not too many artists take part in the fresco commission and that they work according to their contractual obligations, “volimo che voy li atendiate secondo le obligatione vostre, con fare che la depinctura non sii facta per tante mane come pare verria esser facta, per non fare l’opera disforma uno di voy la fornisca, essendo obligate in solidum, più presto sii possibile.”²⁵³ There is clearly also a fine balance between a wish for skilled people and a wish for expedite work.

Renaissance contracts sometimes refer to the use of, “ad usum boni magistri” which refers to the possibility for artists to involve other artists in the execution of the work.²⁵⁴ The use of such clauses seems to indicate that there was contractual practice to address explicitly the issue of subcontracting. It is not completely clear if the practice also included internal workshop delegation.

To summarise, I believe that the introduction of the *sua mano* clause was not motivated by a clear theory of the individual artist, but more of a quality concern linked to the concept of beauty. It seems as if the requirement for a specific individual contribution lies behind or is a result of the quest for beauty and quality and not an aim in itself. The inclusion of the requirement in a contract for a painter like Domenico Ghirlandaio was thus not based on a wish for an expression of the inner life of the person Ghirlandaio, or a firm theory of the wish for pictures to be made by one single person in an individual style. Rather it served the

²⁵⁰ O'Malley, *The Business of Art*, 94.

²⁵¹ Cole, “Titian and the Idea of Originality”, 109.

²⁵² O'Malley, *The Business of Art*, 96.

²⁵³ Constance Jocelyn Ffoulkes and Rodolfo Maiocchi, *Vincenzo Foppa of Brescia*, (London: J.Lane, 1909), 308. Private translation: “We would like you to take care of this in accordance with your obligations, and make the painting, not as if it was made by many hands, like it seems to be done now, because then it might become disformed, but by one of you alone that are obliged by the contract, and as quickly as possible”.

²⁵⁴ Milanesi, *Nuovo documenti per la storia dell’ arte toscana dal XII al XV secolo*, 153 and Büscher, *Künstlerverträge in der Florentinischen Renaissance*, 55.

interest of quality of the object as such. “The long and enduring tradition of collaborative enterprise typical of the corporate workshop [...] encouraged anonymity in the service of the directing master’s style [...] the borrowing of another’s style but even the denial of an artist’s individuality might serve as a creative stimulus or an occasion as proof of his ability.”²⁵⁵

4.3 *Originality and creativity*

Today, “we clearly do not want to give the same credit to someone who merely copied a work as to the person who has invested much ingenuity and original thinking in creating it.”²⁵⁶

Much in the same way as with the concept of individuality it has been tempting to argue that, “the concepts of *inventio* and *ingenio* in contracts concerning the masters input were the modest forerunners of originality and genius in modern art.”²⁵⁷ The *sua mano* clause with its insistence on the masters own participation seems to have been influenced by what is often seen as the typical Renaissance focus on original creation and the corresponding rejection of reproduction. On the other hand the, *modo et forma* clause seems to have been pulling in the opposite direction. Is the *modo et forma* clause and its traditional approach to altarpieces not the prime evidence of scepticism among clients towards originality and creativity? In the example of Michele Giambono’s *Coronation of the Virgin* from 1447 (see chapter 3.2) we see how little was left to the artists own imagination. It could therefore be said that, “originality was no stranger to the Renaissance, but it arose, almost unremarked, not from some desperate search for the new, but from the belief that one could work best within the boundaries of hallowed, time-honoured tradition.”²⁵⁸

Indeed it is very unlikely that a contract would explicitly have required an innovative approach to an altarpiece. The rare case of patron’s stipulations stultifying the artisan seems to be those given by Isabella d’Este.²⁵⁹ In general the artist was not bound by the patron in respect to abstract and formal invention.

In line with this, it is indeed not easy to find traces of an established, solid art theory based on a concept of originality around 1475. *Imitation* which seems to be the opposite of originality

²⁵⁵ Ladis and Wood, “Introduction”, 2.

²⁵⁶ Kulka, “The Artistic and Aesthetic Value of Art”, 341.

²⁵⁷ Glasser, *Artists’ Contracts of the Early Renaissance*, 85.

²⁵⁸ Cole, “Titian and the Idea of Originality”, 112.

²⁵⁹ Glasser, *Artists’ Contracts of the Early Renaissance*, 276.

was intensively discussed, but took on a more complex meaning, not only imitation of nature (concrete and abstract),²⁶⁰ but also of ancient models. Imitation was therefore not viewed so negatively since it related to the revitalisation of antiquity. Many theorists were of the opinion that imitation and thereby a return to classical ideals was the only way out of decline. The writer Poliziano (1454–1494) for example on the other hand argued that the gifted artist always should avoid passive reproduction and instead follow his inspiration and divine creativity. In 1513 a similar discussion took place between the scholar and Cardinal Pietro Bembo (1470–1547) and the philosopher Gianfrancesco Pico (1469–1533). Pico was a strong believer in divine inspiration and Neo-Platonic ideals, whilst Bembo argued that imitation was the basis for all beautiful art. The model (*exemplum*) served as the shimmering spark that would set the human intellect and genius in motion (*liberatrice dell'ingegno*).²⁶¹ This *bembism* has again been seen as a modest forerunner of the art theory of mannerism where stylistic borrowing and development into something superior or indeed exalted was regarded as desirable.

Around the same time, Leonardo insisted that paintings, unlike other artistic forms, could not be copied effectively. He said that, “this [painting] cannot be copied like letters, where a copy is as significant as the original. This does not imprint itself like sculpture does, where the impression is like the original, relative to the virtue of the work”.²⁶² He was in opposition to tradition by trying to prove that painting was a liberal art, not a mechanical one, because it was creative. Thereby he contributed to a change in the understanding of art from production to creativity²⁶³. As Megan Holmes argues, his, “emphasis on the uniqueness, value and aesthetic and semantic integrity of an original as well as the privileging of authorial agency”²⁶⁴ was to be an important counter position in the discourse on copying in western art. According to Leonardo the value of art increases if it is creative. This was basic criteria for determining the position on his list of artistic hierarchy where painting was placed at the top.

²⁶⁰ ‘Imitation’ should be understood to cover all variations of *mimesis* in art theory at the time including imitation of the observed nature, imitation of an ideal nature and imitation of the divine nature of God, see also chapter 4.1. For further reading see for example Erwin Panofsky, *Idea: A Concept in Art Theory* (Columbia: University of South Carolina Press, 1968) and Stephen Halliwell, *The Aesthetics of Mimesis: Ancient Texts and Modern Problems* (Princeton, N.J. : Princeton University Press, 2002).

²⁶¹ Pochat, *Geschichte der Ästhetik und Kunsttheorie*, 264–265.

²⁶² Paola Barocchi (ed.), *Scritti d'arte del cinquecento*, vol I (Milan: Ricciardi, 1971), 74.

²⁶³ Tatarkiewicz, *History of Aesthetics*, 128.

²⁶⁴ Holmes, “Copying Practices and Marketing Strategies in a Fifteenth-Century Florentine Painter’s Workshop”, 38.

Leonardo understood, “creativity as inventiveness in maintaining fidelity.”²⁶⁵ This might indeed be seen as problematic compared to *modo et forma* clauses.

Somewhat later Michelangelo was also quite clear on the importance of originality/creativity, but at the same time he heralded the need to be true to tradition. In relation to many other issues like invention, inspiration, probability or recognition for antiquity he did not express any explicit views, but clearly had a certain attitude toward them.²⁶⁶ For Michelangelo, a central concept of artistic performance is linked to the artist’s individual inspiration. Although the sources for Michelangelo’s views on art are varied and sometimes unreliable, his poems and some early biographies are regarded as representative.²⁶⁷ All his writing on beauty and arts date from his later years and the indirect source is Francesco da Hollanda and his book *Dialogos em Roma*.²⁶⁸ For Michelangelo it is, “by means of the imagination that the artists attain to a beauty above that of nature.”²⁶⁹ In his later years his views on painting and the relationship with nature is, “diverted almost entirely towards the inward mental image” and the, “idea in the mind of the artist is more beautiful than the final work, which is only a feeble reflection of it.”²⁷⁰ He lays great stress on the divine inspiration of the artist and opposes more the mathematical methods, rules and orderliness of earlier humanists like Alberti. The comments made by him show how far he relied on imagination and individual inspiration in line with the *sua mano* approach, thereby moving very far away from the workshop co-operation that had been tradition in the middle ages.

Several theorists of the Renaissance used other terms and concepts for emphasising that *gracie* in the understanding of free and easy was an essential feature of beautiful art. Bembo went even further and argued that even negligent behaviour (*negligentia*) was even more graceful. The author Baldasare Castiglione (1478–1529) used a new term *sprezzatura* (negligence, indifference) to denote individual relaxed action and behaviour.²⁷¹ Common for them is also the focus on the individual artist’s relaxed approach compared to the common, skilful efforts of a team in a workshop. It is not completely clear how these concepts relate to originality and creativity, but it seems that they are a version of an artistic theory that searches

²⁶⁵ Tatarkiewicz, *History of Aesthetics*, 130.

²⁶⁶ *Ibid.*, 147.

²⁶⁷ Anthony Blunt, *Artistic Theory in Italy 1450–1600*, (Oxford: Oxford University Press, 1989), 58.

²⁶⁸ Here cited from Tatarkiewicz, *History of Aesthetics*, 141.

²⁶⁹ Blunt, *Artistic Theory*, 59.

²⁷⁰ *Ibid.*, 72.

²⁷¹ Tatarkiewicz, *History of Aesthetics*, 120.

to legitimise deviation from tradition and existing practices. As we know, Vasari was the theorist who developed this further, but not until around 1550. In his *Lives of the Artists* he was very critical towards artists that copied other artists' style.

It would furthermore like to remind the reader that also Ghiberti, Nicholas of Cusa (1401–1464), Poliziano, Savonarola, Varchi and the Medicis also commented on the importance of innovation in this period. The Florentine statesman and art collector Cosimo de Medici (1389–1464) was described by the contemporary Florentine statesman and patron Giovanni Rucellai, “as more engaged with *ingegno* [authors italics] than any one who has ever lived in our city.”²⁷²

Nicholas of Cusa in *De ludo Globi* from circa 1463 emphasises the creativity in everything beautiful in art. “A visible sphere is the image of the invisible which was first in the mind of the artist. Note carefully that the mind has the ability to create fictions.”²⁷³ According to Nicholas, this process of visualization is the beginning of art and therefore the artist should not be seen as someone reproducing, but producing. Although these thoughts primarily relate to the relationship between art and nature they also touch upon the idealisation of an artist as an individual creator, not a mechanical labourer in a workshop. A further analysis of the possible link between *modo et forma* clause and the tendency to copy and vary during mannerism falls outside of the scope of this thesis.

Going back to the *sua mano* clause, despite its focus on the individual, it seems difficult to explain the clause as a quest for originality in the sense of the word I have used here. *Sua mano* was not introduced to stimulate the artist to create something new, but rather to assure that he made something to the best of his ability, i.e. correctly and beautifully. As we have seen in chapter 3 above, none of the altarpieces that contained the *sua mano* clause have been particularly path-breaking or innovative. The *sua mano* clause seems to have been rather neutral in terms of stimulating new approaches in painting. Much in the same way as today it was rather difficult to oblige someone to be creative.

Turning then to the *modo et forma* clause, I believe I have shown above that theory on originality and creativity during the Renaissance was not as black and white as often assumed.

²⁷² Kent, *Cosimo de Medici and the Florentine Renaissance*, 20.

²⁷³ Nicholas Cusanus, *De ludo globi*. Here cited from Tatarkiewicz, *History of Aesthetics*, 65.

There was no sudden change in clients' expectations of innovation in their commissioned works. Indeed the flexibility that lay in the *modo et forma* clause as we have seen in chapter 3 mirrors the situation where a certain level of instruction and focus in a contract was guiding creativity and serving as an inspiration. The *modo et forma* clause was perhaps a conservative element, but not contrary to art theory on originality at the time. "Replication was an important aspect of Renaissance art, and present day ideas about an 'original' and 'unique' work of art are simply not applicable" some scholars argue.²⁷⁴ Borrowing was a legitimate way to improve and enrich art and unlike today when it might well be considered theft. Raphael, for example, borrowed extensively from Perugino (1446–1524) and Leonardo but is still regarded as a genius and a strongly innovative artist. The effect of one painting on another seems not to be a question of copying or not, but, like in art theory, a much more nuanced issue of sources of inspiration and tradition. Benedetto Varchi (1503–1565), a contemporary theorist, wrote of Michelangelo's *concetto* of art (concept) that:

In this place our Poet's *Concetto* [authors italics] denotes that which...is called in Greek idea, in Latin exemplar, with us 'model'; that is, that form or image, called by some people the intention, that which we have within our imagination, of everything that we intend to will or to make or to say; which, although spiritual...is for that reason the efficient cause of everything that can be said or made.²⁷⁵

Michelangelo put great emphasis on the artists, "image of the beautiful in his or her mind."²⁷⁶ Another interesting concept from Michelangelo which had been employed by Alberti and later was developed further by Vasari was *disegno*. *Disegno* is the heart and soul of all arts, Michelangelo argues. The *modo et forma* clause, being the clients reference to what he regarded as beautiful of course operates on a different and more concrete level, but is not without a certain connection to Michelangelo's ideas about an internal model in the mind of the artist. We know that the models in the mind of the artists also quite often were based on concrete examples from antiquity, not abstract cloudy images from the artist's free imagination. "The characteristics of artistic creativity and originality are often projected anachronistically, and quite mistakenly, onto artists of the past."²⁷⁷

²⁷⁴ Cole, "Titian and the Idea of Originality", 92.

²⁷⁵ Vernon Hyde Minor, *Art History's History* (New Jersey: Prentice Hall, 2001), 67.

²⁷⁶ Ibid.

²⁷⁷ Cole, "Titian and the Idea of Originality", 94.

To sum up, it seems that the *sua mano* and *modo et forma* clauses confirmed that, “renaissance artists were strongly conservative; they built their art upon the sturdy foundations of the past. Originality, invention, and change for change’s own sake were seldom, if ever, part of their mental apparatus”. The artists of the Renaissance learned by copying, not only style, but also motif, subject and interpretation. Thus Renaissance art developed, “incrementally”, not as revolutionary as we like to think. Conservatism and quality went hand in hand.²⁷⁸ There seems to be limited sources to confirm that “The major stylistic innovations of the early Renaissance were largely achieved in commissions characterised by group patronage and involved guilds, church authorities and lay confraternities, whose wishes were translated into formal contracts.”²⁷⁹ Rather the *modo et forma* clauses and the *sua mano* clauses indicated a wish for predictable outcomes and high quality.

4.4 *Beauty*

As mentioned above in chapter 4.1, it has been argued that two concepts underpinned contracts in general and the *sua mano* and *modo et forma* clauses in particular, namely that of *better than before* and that of *beauty*. Beauty and words of praise were, “closely bound to *skill and mastery* [italics added].”²⁸⁰ Why is it then that several of the altarpieces resulting from the contracts studied here are not so highly valued today? Gozzoli’s *Virgin and Child with Saints* from 1461 and Giambono’s *Coronation of the Virgin* from 1447 are for example regarded as quite mediocre.

I think it is important at the outset to be clear about what was meant by beauty in art theory around 1475. After all, this was perhaps the single most developed concept during the period, based on a set of largely objective criteria. Beauty in the Renaissance was increasingly primarily a question of how to most convincingly represent reality in nature on a two-dimensional flat surface. According to Alberti, beauty occurred, “first and foremost in the rendering of the outside world according to the principles of human reason.”²⁸¹ He is the first to write about linear perspective²⁸² and provided other important contributions concern harmony, system and balance. His definition on beauty as, “certain regular harmony of all the

²⁷⁸ Ibid., 89 and 91.

²⁷⁹ Glasser, *Artists’ Contracts of the Early Renaissance*, 276.

²⁸⁰ Ibid., 84–85.

²⁸¹ Blunt, *Artistic Theory*, 2.

²⁸² Minor, *Art History’s History*, 60.

parts of a thing of such a kind that nothing could be added or taken away or altered without making it less pleasing”²⁸³ is not so much concerned with the importance of imagination, innovation and originality for something to be beautiful, but rather with mastery of these criteria.

Is it then appropriate to argue that the two contract clauses were such important factors in the quest for beauty and mastery? This is particularly interesting for the *sua mano* clause, but indeed also for the *modo et forma* clause. It could be argued that it obstructed beauty and quality by forcing artists to rely on earlier works. If we start by looking closer at the *sua mano* clause and the detailed version used for example in the contract for Ghirlandaio’s *Altarpiece in San Francesco Church* from 1490 in San Francesco, Palco, it seems fair to say that from 1450–1500 the use of the clause shows an increased interest in central aspects of paintings and the need to distinguish between important and less important aspects. Figures, in particular faces, were more difficult and caught the attention of viewers and therefore required the participation of the master.²⁸⁴ Could this not correspond with the more refined presentation of perspective, tactility, volumes and depth as well as texture and psychological aspects? Can it also be that the development of the *sua mano* clause was a reaction to new techniques and equipment which made it easier for workshops to produce large quantities of altarpieces over shorter periods, including the central parts? Thomas sees the *sua mano* clauses as an example of how Renaissance patrons increasingly saw themselves as, “connoisseurs.”²⁸⁵ An observed increase in assistants and of commissions, she argues, must have made it clear for clients that predictability in the beauty they were to receive required clearer contract language.²⁸⁶ Non-compliance with the *sua mano* clause was apparently not so serious for smaller parts or background, but when it came to the main elements it was invoked. “There was a certain tension between the traditional studio practice and the expectations of the buyers and owners of paintings.”²⁸⁷ It seems therefore that the development of the *sua mano* clause was indeed related to the development of the concepts of ‘beauty’ and ‘better than before’ in art theory.

²⁸³ Here cited from Minor, *Art History’s History*, 61.

²⁸⁴ Thomas, *The Painter’s Practice in Renaissance Tuscany*, 258.

²⁸⁵ *Ibid.*, 256.

²⁸⁶ *Ibid.*, 293.

²⁸⁷ De Wetering, “The Question of Authenticity: An Anachronism? A Summary”, 11.

Turning to the *modo et forma* clause, I would like to draw attention to two further examples in addition to those mentioned in chapter 3: In 1500 Lattanzio da Rimini was required to make the figures of his St Martin polyptych as, “beautiful and praiseworthy” as those of Cima’s (1459–1517) Baptism in S. Giovanni in Bragora. There was no indication that Lattanzio should copy or imitate Cima’s design. In 1517 Francesco Rizzo da Santacroce (1500–1541) was asked to make his polyptych for the parish church of Serina, “resemble and surpass” (“ad paragonum et melius”) the polyptych painted by Francesco di Simone for the church of Leprenno.²⁸⁸

The *modo et forma* clauses cited in chapter 3 and the two additional examples above all refer to well established artists and works. It is tempting to also emphasise the mastery and aesthetic authority of many of the works used as models in the above examples.²⁸⁹ Yet the effect of the contractual provisions does not seem to have had the overall impact one might have expected. Although composition and the overall approach would be set, the level of detailed follow up varies significantly from case to case. In Gozzoli’s and Raphael’s cases (see chapters 3.4 and 3.8) the connection between the pairs are not easily spotted, allowing for a drive to ‘better than before’, whereas Giambono and Signoraccio (see chapters 3.2 and 3.7) clearly felt more compelled to stick to the original so that their works are closer copies.

O’Malley argues that the provisions on *modo et forma* had little to do with the beauty or visual qualities of the models. She sees them as a result of the clients choosing works that could provoke a visual connection between places and people. Sometimes this might be between religious groups; other clauses indicate that there was an interest in using paintings to emphasise the connection between a place of worship and a religious community.²⁹⁰ A copy emphasised the authority of its prototype.²⁹¹ The supporting argument is that the contracts themselves very rarely mention the names of the specific artists or the visual qualities of the painting, but rather focus on the place and name of the model. Also Brown has suggested that links between painters and paintings may have stimulated a connection between clients²⁹². Finally Glasser has also indicated that the *modo et forma* clauses were a reflection of a

²⁸⁸ Humfrey, *The Altarpiece in Renaissance Venice*, 141.

²⁸⁹ O’Malley, *The Business of Art*, 243.

²⁹⁰ *Ibid.*, 243 and 246.

²⁹¹ *Ibid.*, 231.

²⁹² Brown, “A Contract for Ridolfo Ghirlandaio’s ‘Pieta’ in S. Agostino, Colle Val d’Elsa”, 692–693.

situation where, “respect for tradition prevailed.”²⁹³ She refers to the fact that many of the copies made of the Narnia altarpiece (see above under chapter 3.8 and 3.9) follow the same iconographical scheme and that this therefore was the key issue for clients, not the, “aesthetic appreciation of the Narni panel.”²⁹⁴

I think that this is not entirely convincing for three reasons: First, many of the contracts very often refer to the beauty of a painting, including colour, gilding, composition and ornament. These seem to be visual properties that apparently were important to clients. For example in Raphael’s contract for the *Monteluce Altarpiece* from 1503 he was to, “make, construct, and paint an altarpiece for the main altar in Monteluce, to the perfection, proportion, quality and condition of the altarpiece in Narni, and with all the colours, the same numbers of figures or more, and frames as appear in that work”. How could this be logical if they were not preoccupied with style and composition as well?

Second, the lack of the use of the name of the artist that O’Malley refers to is in line with what was customary in the Renaissance. The workshop production meant that different paintings involved different levels of participation by the master and that it was therefore more relevant and precise to use the name of the painting. The inherent qualities of the work seem to have been the key issue, not the name of the painter.

Third, if it is true as O’Malley says that, “Italians were mainly interested in commissioning works that would be specifically designed for individual sites and particular devotional needs and that would be distinguished and unique,”²⁹⁵ it seems to be the qualities of the painting that decide the suitability, not the context. I do myself not know of any examples where *modo et forma* clauses were used to refer to paintings of poor quality only because they had important owners or religious connotations. Indeed O’Malley accepts that for some commissions (like the one for Signoraccio (see chapter 3.7)) a religious connection can not completely explain the use of the model.²⁹⁶ Glasser also contradicts herself somewhat by indicating that *sua mano* clauses could be included due to an, “admiration for a work of art.”²⁹⁷ It seems to me

²⁹³ Glasser, *Artists’ Contracts of the Early Renaissance*, 64.

²⁹⁴ *Ibid.*, 68.

²⁹⁵ O’Malley, *The Business of Art*, 231.

²⁹⁶ *Ibid.*, 244.

²⁹⁷ Glasser, *Artists’ Contracts of the Early Renaissance*, 65.

therefore that the beauty (in the Renaissance meaning of the word) of a painting was at least as relevant as the link to the place and function of the painting.

Interestingly, it seems that contracts that emphasise the visual quality and beauty occur more frequently after 1500. An example here is the reference in the 1518 contract between Rodolfo Ghirlandaio and Mariotto di Nicolo Beltramini which states that the altarpiece should, “have the same measurements, size and quality as the visitation altarpiece that had been commissioned from Domenico in 1491 by Lorenzo Tornabuoni for the family chapel in Cestello” (see chapter 3.10). Also O’Malley here sees this more as a, “developing interest in considering more nuanced aspects of models, in order to set up complex associations between commissioners and painters” and less as a genuine interest in the visual qualities of a specific model.²⁹⁸ I believe that the effects and the function was more nuanced and indeed often related to visual quality.

A second question in this subchapter on the relationship between the art theory on beauty and *modo et forma* is why the visual connections were not stronger in practice and why clients accepted works that were not similar to a model. Some scholars see the limited impact of *modo et forma* clauses and the use of them in the Italian Renaissance as a result of the reluctance of clients to, “control appearance.”²⁹⁹ Traditional studies of the Italian Renaissance thus emphasise the attraction of the parties involved to innovation rather than reproduction. On the other hand, some more recent studies insist that Italian Renaissance clients were very much occupied with style consistency, and only rarely arranged for something entirely new.³⁰⁰

Thomas, in her analysis of Neri di Bicci’s *Ricordanze* shows that, “patrons frequently expressed interest in having replicas made of work already produced for other clients”. “One large prestigious piece was receiving attention over a number of months whilst several smaller works were slotted into the system at regular intervals.”³⁰¹ Glasser argues that a designated model preceding the contract, whether a drawing or a plastic model, was rarely regarded as, “personal handwriting”, but more seen as an, “idea” or a generic scheme. It seems that reference to a model would suggest that it should be of the same kind as the model, but not in any way identical. On the other hand Glasser says that they are to be regarded as, “visual legal

²⁹⁸ O’Malley, *The Business of Art*, 248.

²⁹⁹ *Ibid.*, 221.

³⁰⁰ Thomas, *The Painter's Practice in Renaissance Tuscany*, 260.

³⁰¹ *Ibid.*, 293 and 295.

obligations to be deposited by [sic] a notary”. She shows how an artist could be held to the contract drawing when it came to the iconographical and generic scheme, but that more flexibility was allowed for changes in style and ornament. Again the impact of the clause is not clear. Glasser seems to find, “a Trecento contract drawing essentially different in its nature from the usual artist’s preparatory drawing or rapid pensiero [authors underlining] to which we are accustomed from the mid-quattrocento on.”³⁰² She argues that

Preliminary inventione [authors underlining] could be accomplished by the artist on paper, first in small scale and then enlarged on paper cartoons [...] the old system of designing directly on the rough plaster [...] had been superseded. As a result nearly as much attention was paid to stipulation governing the creation of the cartoon by the artist as to the completion of the fresco itself.³⁰³

On one level, for a work of art to be well-formed meant not so much to assuage the tension between conformity to a stylistic canon and innovation which is constitutive for all artistic practice, as to keep it, “vibrating in an ongoing dynamic balance.”³⁰⁴ A conclusion seems therefore to be that clients experienced significant ambivalence with regard to the expected effect of the *modo et forma* clause, and that the use of the clause could have very different impact depending on the concrete circumstances. Furthermore there was no clear art theory that supported a stringent and systematic follow up of *modo et forma* clauses.

To summarise therefore, I believe it is fair to say that the *sua mano* and the *modo et forma* clauses both were closely influenced by the art theory on beauty in the period. The *sua mano* clause was primarily a mirror of higher quality standards whereas *modo et forma* reflects the primacy of certain particularly attractive models. It might even be tempting to argue that the development of the clauses themselves and the corresponding works they initiated could have had a certain feedback on art theory through art criticism. The individualised works of art could have stimulated further theory on beauty and how to achieve beauty through focused individual work with stylistic coherence inspired by models. This is something different than art theory based on the idea that a work of art is best if it is a reflection of the inner, creative life of a particular, individual artist.

³⁰² Glasser, *Artists’ Contracts of the Early Renaissance*, 121, 127, 128 and 132.

³⁰³ *Ibid.*, 145.

³⁰⁴ Ferrara, *Reflective Authenticity*, 141.

The conclusion that contract clauses were mainly motivated by the clients' wish for predictable beauty is of course not surprising. It confirms in some ways the approach of Jacob Burckhardt, the pioneer art historian who regarded beauty and representation of nature as the obvious and essential feature of art in the Renaissance.³⁰⁵ This position has however, increasingly been criticised, for example by the Slovakian-Jewish philosopher Tomas Kulka. He emphasises that the academism of the nineteenth century combined an exaggerated emphasis on the aestheticizing side with an almost total discouragement of innovation and departure from the accepted norms representation.³⁰⁶ It has not been easy to find support for such criticism in the analysis here.

4.5 *Authenticity*

Finally in this chapter it is interesting to note that art historians also have argued that the use of the detailed *sua mano* clause proves that the patrons were, "kunstbefliessene Experten" and that in the contracts, "scheint darin ein Bestreben der Auftraggeber nach Authentizität zum Ausdruck zu kommen"³⁰⁷ ("an effort from clients to ensure authenticity seems to be expressed").³⁰⁸ This has again been seen as a quest for individual artistic expression and a wish for individualised attribution of works that are genuine ("Echt").³⁰⁹ The question then becomes whether *sua mano* and *modo et forma* clauses are in any way an expression of what can be seen as an early modern quest for authenticity?

It should be recalled that the word 'authentic' comes from the Greek word *authentikos* which is again made up of the words *autos* (self) and *-hentes* (worker, doing, being). Authentic therefore roughly translates from Greek as something that is a 'self made doing'. It means that something is original, primary and first hand. Authentic should not be confused with *autonomous* which is another word coming from Greek, but composed of *autos* and *nomos* which means law. Autonomy means self-governed or independent and focuses on the distinctiveness of the object under consideration compared to other objects.

³⁰⁵ Tatarkiewicz, *History of Aesthetics*, 33.

³⁰⁶ Thomas Kulka, "The Artistic and Aesthetic Value of Art", *The British Journal of Aesthetics* 21, no. 4 (1981): 336–350, 343. Kulka adds that art theory in our own time, on the other hand, seems to manifest a shift towards the opposite extreme. The emphasis seems to be laid almost exclusively on novelty and experimentation and there is a notable indifference towards aesthetic merit, he argues.

³⁰⁷ Büscher, *Künstlerverträge in der Florentinischen Renaissance*, 56.

³⁰⁸ Private translation.

³⁰⁹ Büscher, *Künstlerverträge in der Florentinischen Renaissance*, 57.

Normally the *concept* authenticity is thought to have developed in the context of the romantic period around 1800. The Canadian philosopher Charles Taylor has said that it is a term closely connected to aesthetics and individualism in a modern era from 1800 where art increasingly became understood as an expression of the artist's creative powers rather than as *mimesis* of the world surrounding us.³¹⁰ In western philosophy the term authentic and the search for personal authenticity has spurred a whole branch of publications since Kierkegaard's journal entry on authentic life on 1 August 1835 which read, "the thing is to find a truth which is true for *me* (authors italics), to find the idea for which I can live and die."³¹¹ The key aspect of authenticity as a philosophical concept is the uniqueness or innovativeness of Being. Heidegger, Nietzsche and Sartre developed the concept further into the twentieth century. All this seems to indicate that the *sua mano* and *modo et forma* clauses from around 1450 had had very little to do with authenticity as a modern concept.

On the other hand, it should be recalled that the terms 'modern' and 'modernity' with their focus on the individual, can be used for different periods in art history and in history in general. It can be used either from 1850 with Manet (1832–1883), from 1800 with Delacroix (1798–1863), Blake (1757–1827) and Goya (1746–1828), from 1650 with the specialisation of art and art production from other branches of life or indeed even from 1400 with the development of the humanist ideals of the Renaissance.³¹² It is therefore perfectly possible to argue that the quest for authenticity in art can be traced back to the Renaissance and that the *sua mano* and *modo et forma* clauses are illustrations of early modern tensions in art, although the term itself was not used in art theory at the time. It is still important to stress that authenticity is not a term used by writers at the time and that we therefore are confronted with the caution that historians must observe when applying new concepts to earlier periods. In addition, it is here recalled that in principle the concept of 'art' did not exist around 1400; it is a term which began to be applied around 1600 with the first collections of painting, sculpture and artefacts in the Vatican. Neither was the term 'aesthetics' used around 1400 or the 'Renaissance'. They are all categories invented in later historical periods by art historians.³¹³ This analysis of authenticity will therefore attempt to look at what links existed between the

³¹⁰ Taylor, *Autentisitetens etikk*, 74.

³¹¹ Jacob Golomb, *In Search for Authenticity: From Kierkegaard to Camus* (London and New York: Routledge, 1995), 33.

³¹² See for a general discussion Ernst Gombrich, *The Story of Art*, sixteenth edition (London: Phaidon, 2001), 475.

³¹³ Danbolt, *Hva er kunsthistorie?*

underlying elements of the concept of authenticity and the art theory from the Renaissance. The question is whether the art discourse in the Italian Renaissance increasingly favoured authentic art more indirectly and if this motivated the use of *sua mano* and *modo et forma* clauses.

To approach this, it is useful to recall that in some recent academic works, authenticity has also taken on a wider, more general meaning. Taylor argues that authenticity involves originality; it demands revolt against conventions and that conventions are again connected with morals.³¹⁴ Therefore, one branch of authenticity is the opposition to existing morals, in particular Christian morals. He stresses that authenticity is composed of two equally important branches: on one side a) creation, construction and discovery, b) originality and c) opposition to the rules and conventions of society. On the other side, a) openness to different approaches and meanings and b) self-definition through dialogue.³¹⁵

I believe one could say that authenticity as a concept at a deeper level involves the following elements: i) individual levels of construction, ii) innovation and originality and iii) opposition to the rules of society. In addition it requires iv) openness and dialogue.³¹⁶

In the art theory of the Renaissance most of these elements (construction, originality, and individuality) are known, and indeed discussed above. However, the final element, “opposition to the rules of society” highlighted by Taylor is clearly more difficult. As we have seen the *sua mano* clause was definitely more about a quality assurance than a specific opposition to the work shop practices that were well established. The *modo et forma* clause was even more linked to conservatism and tradition. This seems to confirm that the clauses can not be seen as a quest for authenticity in the meaning of an opposition and a struggle towards innovation and away from tradition.

It should finally be mentioned that interestingly, in the Dutch art world, there was a tendency around 1600 to become more and more specific about who had done what in the studio. As the Dutch art historian Ernst van de Wetering emphasises,³¹⁷ this tendency appears in the two versions of the same guild regulation issued respectively in 1644 and 1664 concerning the

³¹⁴ Taylor, *Autentisitetens etikk*, 76.

³¹⁵ *Ibid.*, 77.

³¹⁶ *Ibid.*

³¹⁷ De Wetering, “The Question of Authenticity: An Anachronism? A Summary”, 10.

obligation for master painters to submit yearly a work for the purpose of a permanent exhibition. In the first version there is mention of each master submitting a piece of work "done by himself", the latter specifications state that the work should be "done by himself, worked up wholly by his own hand". This indicates that there was an awareness of the division of responsibility. To call it an awareness of, "authographeness", like van de Wetering argues³¹⁸ is however, too simple, since it may as well have been the need to ensure high quality. Indeed it has been argued that, "Netherlendish patrons were extremely conservative in their taste. This is in distinct opposition to Italian tradition, since with only a few exceptions Italians did not commission faithful copies. Italians were interested in unique works."³¹⁹ In my opinion this is questionable since indeed there was also a large market for copies in Italy, even though there were fewer commissioned works of the kind.

Perhaps it is then advisable not to start, "mingling in concepts more familiar to our twentieth-century ideas about authenticity."³²⁰ At the very least it seems difficult to argue that *sua mano* and *modo et forma* were included in contracts to guarantee authenticity as it was perceived in the art theory of the time. In particular this becomes true if using the term authenticity also means including a certain opposition to the rules and traditions in society. Again, the connection with the quest for beauty as concluded in chapter 4.4 seems to be better founded and more convincing.

³¹⁸ Ibid., 9.

³¹⁹ O'Malley, *The Business of Art*, 250.

³²⁰ De Wetering, "The Question of Authenticity: An Anachronism? A summary", 11.

5 Conclusions

In the view of most art historians today, the client's use of *sua mano* and *modo et forma* clauses seem somewhat contradictory. On the one hand, clients wanted a commission with highly detailed orders based on a model that gave little incentive for invention. On the other hand, they insisted on *sua mano*, as a way of guaranteeing the use of the artist's own brush, and on an artistic personality as basis for the creation of the painting. These potential contradictions were in many ways the starting point of this thesis.

The findings in the analysis above have however, not strengthened the argument for such contradictions, but rather shown that the clients and artists of the Italian Renaissance maintained a finely tuned balance between artistic freedom and predictable tradition in contracts. In artistic practice, the *sua mano* requirement was not understood literally, neither in its short or more elaborated form. The contractual *sua mano* clauses seem not to have intended to fundamentally change long and well established practices, but rather to increase precision and avoid misunderstandings. It can of course be seen as a paradox that the provisions lead to very different results and that patrons of the *Trecento* and *Quattrocento*, “clearly recognized and duly rewarded major talents, but many of the works by those artists were not, in the strict sense of the term, autograph.”³²¹ The conditions of production and structures within the craft were clearly known to clients. They were not full connoisseurs of modern art history, but they must have been aware of the realities in the workshops. The *sua mano* clause can also be seen as an attempt, in the same way as with a signature, to “attest to the employment of an artist of repute”. The clients' concern was that, “the master craftsman be responsible for the execution”³²² at least of the central and most difficult parts of the painting.

Furthermore the findings above have shown that the *modo et forma* clause in practice still allowed for significant flexibility, provided that the artist in question had the skills to take advantage of it. For less skilled and less imaginative painters it provided a strict imperative and thereby a highly predictable outcome for the client.

³²¹ Maginns, “The Craftman's Genius”, 29.

³²² Ibid.

In relation to art theory, the thesis has shown that the development of the two clauses was not the result of a significant and coherent new art theory regarding individuality and originality, but rather a reflection of other quality concerns in the art market. There seems to be little or no basis to argue that *sua mano* and *modo et forma* requirements were early indications of the humanist ideal of a solitary genius. Rather they were an outcome of an increased focus on quality and beauty in a time which witnessed increased production and demand of art. The main quest was to make something ‘better than before’. Increased appreciation of technical skills and the ability to render nature in a naturalistic manner lead to a clearer distinction between different elements within paintings themselves. The focus in art theory and the *rationale* behind the clauses was therefore not mainly the appreciation of the close relationship between artist and art as we tend to presume today, but rather more on the relationship between painting and nature (in the wider sense of the word).³²³ “A new sense of professionalism can be seen in the closely defined *sua mano* clauses that appeared in the late fifteenth and early sixteenth centuries.”³²⁴ The professionalism this brought about is relevant to both contractual parties. This thesis confirms the argument that if one follows the progress of Florentine Commissions during the Renaissance, one does not get the impression of, “a simple artisan labouring for a powerful patron, but rather that of a citizen fulfilling his obligations [...] which seem to be more commercial than aesthetic.”³²⁵

The analysis above and the conclusions put forward here are not founded as solidly as one might ideally wish. A problem has been the lack of easily available additional information like letters, tax records or minutes of meetings. This would have strengthened the interpretation of contracts. I have had to accept that it is not possible to trace such information without further extensive research. For example it would be interesting to seek to trace visual descriptions for the model used by Piero when painting the *Madonna of the Misericordia*, to find the drawing used as model for Domenico’s *Innocenti altarpiece* and the whereabouts of the 1516 contract for Raphael’s *Monteluce altarpiece*.

One finding is that clauses on *sua mano* and *modo et forma* very rarely seem to have been subject to scrutiny by courts or arbitration panels. There seems to have been a certain understanding between contractual parties that the clauses had preliminary ramifications and

³²³ Danbolt, *Hva er kunsthistorie?*, 10.

³²⁴ O'Malley. *The Business of Art*, 253.

³²⁵ Glasser, *Artists' Contracts of the Early Renaissance*, 277.

not implied final distributions of responsibilities. There may have been many reasons for this: First, it took a long time to execute works. Second, the nature of artists' work being inspired and intangible made the parties understand that legalistic follow up would not be beneficial for the final work. Third, artists seem to have had a resistance towards the use of force and formalism to achieve good art. The high degree of formalisation in a contract does not seem to be, "in Einklang mit den letztlich durchgesetzten Inhalten der geschlossenen Verträge" ("in accordance with the final outcome of the provisions").³²⁶ I am, nevertheless, convinced that an extensive workshop like that of Ghirlandaio's must have been involved in lawsuits regarding follow up of contracts, and that more research into this area would have benefited the analysis.

Further insight into legal disputes over contract terms and the collection of material from archives therefore seem to be obvious research priorities. This should also include further research of legal terms of the period and the notarial traditions with regard to *sua mano*. Although notarial records were entered into a register of protocols,³²⁷ agreements were often set up without notarial involvement in practice. This was probably due to costs and administrative burden, and perhaps also because the documents were not seen as a proper contract, but more as guidance for the painter. It has not been possible to investigate this question further here.

Despite these limitations and challenges, I would argue that the analysis of the *sua mano* and *modo et forma* clauses has brought further insight into the foundations of our understanding of art as a creative, but quite predictable business.

³²⁶ Büscher, *Künstlerverträge in der Florentinischen Renaissance*, 190. Private translation.

³²⁷ Martines, *Lawyers and Statecraft in Renaissance Florence*, 37.

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Annex 2 Illustrations

Contract 1

- Fig. 1: Piero della Francesca, *Madonna of the Misericordia* (Sansepolcro (Arezzo), Museo Civico), 1462
- Fig. 2: Contract for Piero della Francesca, *Madonna of the Misericordia* (Sansepolcro (Arezzo), Museo Civico), 1445

Contract 2

- Fig. 3: Michele Giambono, *Coronation of the Virgin* (Venice, Accademia), 1448
- Fig. 4: Antonio Vivarini and Giovanni d'Alemagna, *Coronation of the Virgin* (Venice, S. Pantalon), 1444 (model for fig.3)
- Fig. 5: Contract for Michele Giambono, *Coronation of the Virgin* (Venice, Accademia), 1447

Contract 3

- Fig. 6: Neri di Bicci, *Altarpiece in S. Trinita* (Ottawa, National Gallery of Canada), 1456
- Fig. 7: Neri di Bicci, *Altarpiece in S. Felicita* (Florence, S. Felicita), 1453 (possible model for fig.6)
- Fig. 8: Contract for Neri di Bicci, *Altarpiece in S. Trinita* (Florence, S. Trinita), 1454

Contract 4

- Fig. 9: Benozzo Gozzoli, *Virgin and Child with Saints* (London, National Gallery), 1461
- Fig. 10: Fra Angelico, *San Marci Altarpiece* (Venice, San Marco), 1440 (model for fig. 8)
- Fig. 11: Contract for Benozzo Gozzoli, *Virgin and Child with Saints* (London, National Gallery), 1461

Contract 5

- Fig. 12: Domenico Ghirlandaio, *Innocenti Altarpiece (Adoration of the Magi)* (Florence, Museo dello Spedale degli Innocenti), 1490
- Fig. 13: Contract for Domenico Ghirlandaio, *Innocenti Altarpiece (Adoration of the Magi)* (Florence, Museo dello Spedale degli Innocenti), 1485

Contract 6

- Fig. 14: Domenico Ghirlandaio, *Altarpiece in San Francesco Church* (Destroyed in Berlin 1945), 1492
- Fig. 15: Contract for Domenico Ghirlandaio, *Altarpiece in San Francesco Church* (Destroyed in Berlin 1945), 1490

Contract 7

- Fig. 16: Bernardino del Signoraccio, *Virgin and Child with St. Leonard and St. Jerome* (Napoli, Museo de Capodimonte), 1494
- Fig. 17: Andrea del Verrochio and Lorenzo Credi, *Virgin and Child with St. John the Baptist and St. Zeno* (Pistoia, Pistoia Cathedral), 1478/1491 (model for fig.15)
- Fig. 18: Contract for Bernardino del Signoraccio, *Virgin and Child with St. Leonard and St. Jerome* (Napoli, Museo de Capodimonte), 1494

Contract 8

- Fig 19: Raphael/Giovanni, *Monteluce altarpiece* (Vatican, Pinacoteca), 1524
- Fig 20: Domenico Ghirlandaio, *San Girolamo Altarpiece* (Narni, Palazzo Vescovile), 1486 (model for fig. 18)
- Fig 21: Contract for Raphael/Giovanni, *Monteluce altarpiece* (Vatican, Pinacoteca), 1503/1516

Contract 9

- Fig 22: Lo Spagna, *Coronation of a Virgin* (Todi, Pinacoteca), 1511
- Fig 23: Domenico Ghirlandaio, *San Girolamo Altarpiece* (Narni, Palazzo Vescovile), 1486 (model for fig. 21)
- Fig 24: Contract for Lo Spagna, *Coronation of a Virgin* (Todi, Pinacoteca), 1507

Contract 10

- Fig 25: Ridolfo Ghirlandaio, *Pièta with St Jerome, St Nicolas and St John the Baptist (Beltramini altarpiece)* (Colle val d'Elsa, Sant' Agostino), 1517
- Fig 26: Domenico Ghirlandaio, *Tornabuoni Altarpiece (Visitation)* (Paris, Louvre), 1491
- Fig 27: Contract for Ridolfo Ghirlandaio, *Pièta with St Jerome, St Nicolas and St John the Baptist (Beltramini altarpiece)* (Colle val d'Elsa, Sant' Agostino), 1517

Annex 3 Table overview

	Contractual object	Sua mano clause	Modo et forma clause	Impact of sua mano in practice	Impact of modo et forma in practice
1.	Piero della Francesca, <i>Madonna of the Misericordia</i> (Sansepolcro (Arezzo), Museo Civico), 1445	“...and that no other painter can put his hand to the brush except the said painter himself..”	“done in the present fashion, with all his [its] wood and equipment”, include “the images, figures and adornment which will be expressly detailed by the above prior” and Piero was to “make, paint, embellish and erect the said picture according to the size and type of the painting on wood which is there at present”	The pilasters and predella were executed by another painter. Several of the smaller panels are not by Piero. Some experts believe that only the Madonna and four large saints and two smaller ones are by Piero.	Not possible to trace the model.
2.	Michele Giambono, <i>Coronation of the Virgin</i> (Venice, Accademia), 1447	--	“be obliged and must and promises to make a painting at the high altar of the said church of Sant’ Agnese to be in the form and similitude in its fabrication, decoration and wooden framing as the altarpiece in the chapel of All Saints in the church of San Pantaleone in the said diocese” . Furthermore there was a provision that the painting “must and shall be made wider than the aforesaid painting”		The composition is closely followed, but not directly copied. There are major differences in how the figures are painted, their volumes and interaction.

	Contractual object	Sua mano clause	Modo et forma clause	Impact of sua mano in practice	Impact of modo et forma in practice
3.	Neri di Bicci, <i>Altarpiece in S. Trinita</i> (Ottawa, National Gallery of Canada), 1454	---	“everything with the fine ornaments and colours in the same way as used for Charllo Benizi in Santa Felicita”	---	Not possible to trace due to lack of photographic evidence of the model.
4.	Benozzo Gozzoli, <i>Virgin and Child with Saints</i> (London, National Gallery), 1461	“...at his own expense diligently make the plaster and apply the gold to the said picture, and render the whole and do all figures and decorations to it, so that no other painter has had any hand in painting the said picture, neither the predella nor any other part of it”. Later in the contract it is explicitly said that Gozzoli should “with his own hand paint at the foot, that is the predella, of the said altarpiece the stories of the said saints”	“First, in the middle of the said picture, the figure of Our Lady on the throne...and on the right-hand side of the picture, beside our Lady, the figure of St John the Baptist in his accustomed clothing, and beside him the figure of St Zenobius in pontifical vestments, and then the figure of St Jerome kneeling, with his usual emblems, and on the left-hand side the following saints: first, beside our Lady, the figure of Saint Peter, and beside him St. Dominic, and by St Dominic the figure of St Francis kneeling, with every customary ornament.” “in the manner and form and with the same decorations as the picture above the High Altar in San Marco, Florence.”	The overall quality of both the main panels and those predella panels associated with it is quite refined, suggesting that Gozzoli did pay particular attention to consistency in style and execution.	Compositions of the works are very closely related. Nevertheless the carpeted space is exchanged with an open space and the throne and the whole picture plane is different since Gozzoli has moved the figures to the front, making them more accessible to the viewer and the saints. The landscape is also less elaborate.

	Contractual object	Sua mano clause	Modo et forma clause	Impact of sua mano in practice	Impact of modo et forma in practice
5.	Domenico Ghirlandaio, <i>Innocenti altarpiece (Adoration of the Magi)</i> , (Florence, Museo dello Spedale degli Innocenti), 1485	“in accordance with the contract mentioned, paint the predella of the painting” ³²⁸	“so that a paper-drawing is made with these figures, their expressions and positions, more or less like I, brother Bernardo, find it best, and that it is not deviated from the manner and composition of this drawing”	The smaller figures in the back belonging to the slaughter of the innocents are by another hand. Stylistic evidence furthermore proves that the predella is not by Domenico. Suggestions that other elements are by another painter.	Not possible to compare since the drawing is probably lost.
6.	Domenico Ghirlandaio, <i>Altarpiece in San Francesco Church</i> (destroyed in Berlin 1945), 1490	“...and these saints I Domenico must diligently draw by my hand and colour all the heads”	-----	The picture, including heads of saints was a workshop product attributed to Domenico’s brother in law, Mainardi.	---
7.	Bernardino del Signoraccio, <i>Virgin and Child with St. Leonard and St. Jerome</i> (Napoli, Museo de Capodimonte), 1494	---	“the same size...with arrangements of pictures, true blues and perspectives, and with good colours and gilding similar to (prout est) the model”	---	The pose and placement of the Virgin similar. The arrangement of the space, the decoration and the positioning of bodies is identical. Although some figures are replaced, their position remains identical.

³²⁸ A new contract was agreed in 1488 where Bartolommeo di Giovanni (1472–1517) was commissioned to paint the predella, which, in the original contract specifically had been assigned to Ghirlandaio.

	Contractual object	Sua mano clause	Modo et forma clause	Impact of sua mano in practice	Impact of modo et forma in practice
8.	Raphael/Giovanni, <i>Monteluce altarpiece</i> , (Vatican, Pinacoteca), 1503/1516	---	“make, construct, and paint an altarpiece for the main altar in Monteluce, to the perfection, proportion, quality and condition of the altarpiece in Narni, and with all the colours, the same numbers of figures or more, and frames as appear in that work”	---	The subject matter and the fundamental compositional arrangements are as used in the prototype, but the details of the picture vary considerably.
9.	Lo Spagna, <i>Coronation of a Virgin</i> (Todi, Pinacoteca), 1507	---	“the likeness of and similar to the painting made in the church of S. Girolamo at Narni”	---	The painting is almost a copy. The size, shape and ornament as well as the iconography, the colours and the composition are very similar.
10.	Ridolfo Ghirlandaio, <i>Pietà with St Jerome, St Nicolas and St John the Baptist (Beltramini altarpiece)</i> (Colle val d’Elsa, Sant’ Agostino), 1517	---	“have the same measurements, size and quality as the visitation altarpiece that had been commissioned from Domenico in 1491 by Lorenzo Tornabuoni for the family chapel in Cestello”	---	The painting is similar in size and scale. The iconography and the compositions and colours are very different.