A Study of Patron Restriction of the Creative Freedom of Italian Renaissance Artists:
To what extent did patrons restrict the creative freedom of artists in Renaissance Italy from
1300 to 1527?
History Extended Essay
Word count: 3996
Student Code: krx902

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Introduction

The Italian Renaissance is known for its production of art and its masterpieces. These artworks were created in entirely different environments than today, and "freedom of artistic expression" was not "a fundamental aspect of cultural rights." This makes the Renaissance an ideal time to study for someone with a strong interest in art and artists' freedom of expression. There is significant debate on the extent of control patrons had over artists' creativity during this period. Historians such as Piano and Kempers argue in favor of restriction while other sources highlight "the development of [artists'] independence." In contribution to this debate, this essay will evaluate the following research question: to what extent did patrons restrict the creative freedom of artists in Renaissance Italy from 1300 to 1527?

To answer this, qualitative research methodologies, with a variety of sources, were utilized. Primary sources included relevant legal contracts, Renaissance chroniclers' works, and written correspondence.³ Due to the limitations of these primary sources, including their availability, completeness, and validity, such as Vasari's recounts being criticized for unreliability,⁴ historian work is extensively used, through data and theory triangulation, to reach a comprehensive understanding and evaluation of perspectives on the extent to which patrons restricted artistic freedom.

This evaluation will move back and forth on a spectrum, bound by two extremes. The first extreme is where patrons took no control over artists' creative process. The second is

¹ "Artistic Freedom," United Nations Human Rights Office of the High Commissioner, https://www.ohchr.org/en/special-procedures/sr-cultural-rights/artistic-freedom#:~:text=Expli citly%20mentioned%20in%20provisions%20of,fundamental%20aspect%20of%20cultural%20rights.

² Evelyn Welch, Art in Renaissance Italy, 1350-1500, (Oxford UP, 1997), 114.

³ All English translations of Latin and Italian are taken directly from cited secondary sources or translated with Google Translate, in which case the original text is also provided.

⁴ Charles Hope, "Can You Trust Vasari?" The New York Review, October 5, 1995, https://www.nybooks.com/articles/1995/10/05/can-you-trust-vasari/.

where patrons had complete control over artists' creative freedom. It is worthwhile to note that the former does not necessarily imply that artists had full control over their work, as other factors could be limiting the artist's creativity. This evaluation will be limited to Italy, and due to difficulties in dealing with certain primary sources, such as language boundaries and inaccessible archives, the analysis is over a longer duration, from the start of the Renaissance, 1300, until the end of the High Renaissance, 1527.

This paper is ordered thematically, looking at the question in three sections: artist-patron relationships and roles, societal restrictions, and contracts and their supplements. Firstly, we look at how the role of artists and patrons and their relationships lent themselves to restrictions on creativity. Then, we turn to how patrons could translate societal restrictions onto artists, in turn restricting creativity. Finally, this essay discusses how restriction or leniency manifests itself through contracts and supplements. The following argues that while there was a range of restrictiveness between commissions, patrons significantly restricted the creative freedom of artists.

The Artist-Patron Dynamic and Their Respective Roles

The relationship between artists and patrons, the patron and commission type, patrons' motives, and the artists' role are important considerations in understanding the nature of patronage in Renaissance Italy. Whether the artist-patron dynamic and their respective roles led to patrons restricting the creative freedom of artists can be argued variably.

The role of patrons presents both an argument and counter-argument for the claim of restriction. As discussed by Cole and Wackernagel, most Renaissance artists could only produce art on commission. They remained, at best, "men of the middle rank," unlike the

⁵ Bruce Cole, *The Renaissance Artist at Work*, (Harper and Row, 1983), 19.

rich nobility, merchants, clergymen, and government officials who commissioned art.⁶ Due to this social and financial disparity, accompanied by the heavy expense of art-making, patrons "had to be present...to...make the...art materially possible." This patron dependency meant artists were obliged to comply with demanding patrons, with fear of losing future commissions if they failed to do so. This demonstrates that patrons had the means for restriction. The extent to which restrictions were enforced is yet to be explored.

One can argue, alongside Piano's study, that though patrons' superiority gave them the leverage to "exert greater control of the creative process" it does not inherently mean that they did so, only that they could. Additionally, not all artists were subject to this disparity and would thus not have the same dependency and obligations toward patrons. Thus, one could expect celebrated artists to receive more creative freedom, particularly if patrons had gone to the lengths of securing an artist of that fame and talent. This is evident in the case of Bellini and Isabella d'Este, where, when Bellini refused interference, Isabella gave him significant freedom, wanting to own a piece from the famous artist. Vasari finds converging evidence in illustrating how, when the Pope pressed Michelangelo, he "retorted that the ceiling would be finished when it [satisfied him] as an artist. This response and opposition to deadlines would not be tolerated with an average artist, who would not risk losing commissions. Michelangelo's fame allowed him to request more time, and therefore more creative freedom.

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⁶ Ennio E. Piano and Clara E. Piano, "Contracting Creativity: Patronage and Creative Freedom in the Italian Renaissance Art Market," *European Review of Economic History*, (2023): 6, https://doi.org/10.1093/ereh/heac021.

⁷ Martin Wackernagel, *The World of the Florentine Renaissance Artist: Projects and Patrons, Workshop and Art Market*, (Princeton University Press, 1981), 5.

⁸ Piano and Piano, "Contracting Creativity," 6.

⁹ Creighton Gilbert, "What Did the Renaissance Patron Buy?" *Renaissance Quarterly* 51, no. 2 (1998): 392–450. https://doi.org/10.2307/2901572.

¹⁰ Piano and Piano, "Contracting Creativity," 7.

¹¹ Giorgio Vasari, *Lives of the Artists*, vol. 1, trans. George Bull (London: Penguin, 1965), 1991), 356.

Thus, these cases demonstrate that higher-status artists could demand more creative freedom, due to their lack of inferiority to patrons.

However, artists with sufficient means to evade restrictions and seek out more creative freedom were few, and the average artist relied on patronage to continue their work. Thus, we establish the grounds that patrons had to control the creative process of a commissioned piece, while acknowledging that this was not the case for higher-status artists.

While most patrons would have this superiority, it seems evident that not all patrons would restrict artists to the same extent. Piano compared the lengths of descriptions in commissions from 1285 to 1534, which they equated to creative control over works, from individual patrons and corporate bodies. Their results show that individual patrons' descriptions for commissions were over 100 words longer on average than corporates'. These two factors lead to valuable conclusions; (a) the type of patron affected the extent of creative control artists had and (b) the more common commissioner-type, corporate bodies, were less restrictive through shorter descriptions. This implies that the majority of commissions would be 'less' restrictive and thus most artists were given some extent of freedom. Thus, we see that most patrons did not exert the entirety of the power they held in restricting creative freedom.

However, 'less' only provides a *relative* indicator, the concrete extent of restriction is not yet defined. Moreover, nuance must be considered due to the increase in the number of individual patrons from the early to the late Renaissance, identified by Maland in his studies of the 16th century. This was due to "towns [providing] an entirely new source of [individual] patrons." Hence, the argument that there was less *relative* restriction due to more corporate

¹² Piano and Piano, "Contracting Creativity," 2.

¹³ Appendix, A and B, 18.

¹⁴ Piano and Piano, "Contracting Creativity," 17.

¹⁵ David Maland, Europe in the Sixteenth Century, (Macmillan Education, 1973), 49.

patrons does not hold as well for the late Renaissance but remains a robust generalization for the entire time span.

On the other hand, patron type can argue for higher control. While the basis of the previous argument lay in the shorter commission description, these corporate commissions were often limited by theme and format. The evidence to support this stems from the Church, the main commissioner, ¹⁶ inherently limiting the theme to religion, for which "the main typology...was the altarpiece." These inherent restrictions are evident in the frequently painted "Madonna and Child." Though the request for a painting of a "Madonna with Child Jesus" by Pietro Perugino for the Servites of Porta Eburnea is short, immense restriction exists in the need to adhere to the Bible and previous paintings of the same theme. Thus, we see implicit restriction existed in brief commission descriptions, undermining Piano's analysis which equated the length of description to the extent of restriction.

Patrons' motives for commissions also support the claim that patrons were restrictive. These motives are summarized in Giovanni Rucellai's statement that "[his art commissions were] for the honor of God, the glory of the city and the memory of [him]."²⁰ These motives would influence patrons' commissions. Combining Wackernagel's perspectives and Milanesi's compilation of primary evidence about Tornabuoni's commission for Ghirlandaio illustrates this point. Tornabuoni requested that the saints' appearances be his friends, to glorify his and his entourage's reputation,²¹ hence removing Ghirlandaio's freedom to paint

¹⁶ Piano and Piano, "Contracting Creativity," 17.

¹⁷ Federico Etro, "The Economics of Renaissance Art," *The Journal of Economic History* 78, no. 2 (2018): 6, https://doi.org/10.1017/S0022050718000244.

¹⁸ "Madonna and Child," The Walters Art Museum, accessed October 1, 2023, https://art.thewalters.org/detail/4646/madonna-and-child-6/.

¹⁹ Fiorenzo Canuti, *Il Perugino*, (Editrice d'Arte "La Diana" 1931), 254.

²⁰ Peter Howard, "Preaching Magnificence in Renaissance Florence," *Renaissance Quarterly* 61, no. 2 (2008): 337, https://doi.org/10.1353/ren.0.0102.

²¹ Gaetano Milanesi, *Nuovi Documenti per la Storia Dell'arte Toscana dal XII al XV Secolo*, (Liberia Antiquaria G. Dotti, 1901), 134-6.

the faces as he wished.²² Evidently, patrons' motives for commissioning would steer their restrictiveness over a piece and result in artists' restricted freedom.

To fully understand the extent of restrictions imposed by patrons we must also analyze the artists' role in society. King represents a convergence among historians in illustrating how at the turn of the 14th century, artists were seen as "craftsmen" and their profession was *not* rooted in artistic genius or creativity, but rather in producing art "in strict accordance to the wishes of their employers." Wackernagel supports this in delineating the "functional role" of art, which did not result from the artists' "own...creative impulse." This analysis can be triangulated with a 15th-century letter to Pope Sixtus IV, praising *him* for the "balanced figures full of beauty and the felicity of art...[showing] perfect art of painting." Hence, though art *was* appreciated, the praise was attributed to patrons implying that patrons controlled the creative process, and by extension, artists did not.

However, the rise of artists in society brings nuance to this argument, demonstrating how the artist group's lower status and society's lack of appreciation for artistic genius were not persistent throughout the entire Renaissance. There is general agreement that from the Trecento to the Cinquecento there was an overall "rising status of the artist." This rise in status could suggest rising freedom for the artist, a view supported by Maland who claims that in the 16th century, "never before had the creative role of the artist been valued so highly." While Jansen argues that artistic license, and thus creativity, emerged as early as the 15th century, most historians support Maland, including Kempers who maintains that "it

²² Wackernagel, World of the Florentine Renaissance Artist, 46.

²³ Ross King, *Leonardo and the Last Supper*, (Bloomsbury, 2013), 37.

²⁴ Ibid, 37.

²⁵ Ibid, 5.

²⁶ Gilbert, "What Did the Renaissance Patron Buy?" 398.

²⁷ Welch, Art in Renaissance Italy, 124.

²⁸ Maland, Europe in the Sixteenth Century, 49.

²⁹ H.W. Jansen, "The Birth of 'Artistic License': The Dissatisfied Patron in the Early Renaissance," *Patronage in the Renaissance*, ed. Guy Fitch Lytle and Stephen Orgel (Princeton University Press, 1981), 345.

was only later, in Cinquecento courts...that...artists started to have"³⁰ more control. From this convergence, our analysis gains nuance in acknowledging the increased creative control artists had in the 16th century.

It can then be concluded that in the early part of 1300-1527, the innate nature and function of art and artists meant creativity was not primordial nor valued; hence patrons had much control over artists' creativity. Observations in this section also manifest that the artist group did gain creative control between 1300 and 1527.

Apprentice artists, as a subset of the larger group of artists, must also be considered to fully understand the extent of creativity attributed to artists. As discussed by 16th-century author Vasari, young *garzoni* would join workshops to do apprenticeships with established masters.³¹ Piano illustrates apprentices' lack of creative freedom, being primarily delegated mundane tasks, while "the master painter retained exclusive control of all creative direction."³² Considering that there were several apprentices to one master painter,³³ there were proportionally more restricted artists (apprentices) than artists with some freedom (masters). Patrons often caused these restrictions by requesting the masters do either all or major parts of the work. Supporting evidence for this includes the contract³⁴ with the Opera del Duomo di Orvieto requesting Luca Signorelli paint by "sua mano"³⁵ (his own hand) and Cardinal Piccolomini's demand that Pinturicchio "produce all the drawings...and make the final touches...to his own perfection."³⁶ When these responsibilities were specified, patrons

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³⁰ Bram Kempers, Painting, Power, and Patronage: The Rise of the Professional Artist in the Italian Renaissance, (Penguin Books, 1995), 168.

³¹ Giorgio Vasari, *Lives*.

³² Piano and Piano, "Contracting Creativity," 6.

³³ Patricia L. Reilly, "Artists' workshops," in *The Cambridge Companion to the Italian Renaissance*, (Cambridge University Press, 2014), 84.

³⁴ Appendix, C, 19.

³⁵ D. E. McLellan, editor, "Contract with Luca Signorelli for the Walls of the Cappella Nuova in Orvieto," *Italian Renaissance Document Site*, www.irds-project.org/doc/518/446/.

³⁶ Ennio Piano and Clara Piano, "Bargaining over Beauty: The Economics of Contracts in Renaissance Art Markets," *The Journal of Law and Economics* 66, no. 2, (2021), 14.

reinforced the norm that master painters had more control than apprentices as masters could only attribute basic tasks to apprentices. Thus, the structure of the workshop, where the many apprentices had less control than the singular master painter, forms a strong argument in favor of patron restriction when considering apprentices as members of the 'artist' community. On the other hand, if it is considered that apprentices were not *true* artists, as they were not yet part of art guilds, then the previous argument lacks substance.

Ultimately, the artist-patron dynamic suggests patrons exerted significant restrictions on the creativity of artists due to patrons' superiority, their motives, the patron type, artists' inferior role, and workshop structure. However, nuance to this conclusion *must* be acknowledged in terms of whether or not patrons actually utilized the leverage they had, higher-status artists, changes in types of patrons, and rise in overall artist status.

Patron Adherence and Non-Conformity with Societal Norms

Societal norms were an important part of commissioning and art production. To assess the question at hand, the impacts of societal norms on the restriction of artistic freedom must be considered. Two cases can be evaluated – patrons adhering to or straying from societal norms.

In one case, patrons adhering to societal norms and its impact on creative freedom must be considered. As Hollingsworth illustrates, "the patron…was seen…as the creator and this gave him the strongest possible motive for controlling"³⁷ production. Siegler expands on this by delineating how patrons would be "subjected to the societal repercussions of a poorly received work."³⁸ This manifests itself in the case of the artist Benozzo Gozzoli, in 1461, who

³⁷ Mary Hollingsworth, *Patronage in Renaissance Italy from 1400 to the Early Sixteenth Century*, (John Murray, 1994), 1-2.

³⁸ Katherin Siegler, "Artist and Patron Relationships: Social Power Dynamics in Renaissance Italy," (2021), MSU Graduate Theses, 27.

received a contract³⁹ asking him to paint saints as "suitable" and with "proper and usual ornament."⁴⁰ This demand – where "usual" meant the societal norm – imposed norms with contractual force. Patrons also ensured artists' work adhered to norms by hiring advisors to create detailed 'programs' for pieces, such as the program by Leonardo Bruni⁴¹ for Ghiberti's baptistry doors where contents and layout were strictly specified.⁴² According to Kempers, this practice was common up to the 16th century, and "images to be represented would..be devised...by clients and...advisors,"⁴³ rather than the artist. Hence, it can be argued that the frequent patron-imposed societal norms greatly restricted artists' creative freedom.

However, an alternate perspective must be considered where artists imposed these restrictions upon themselves. Kempers provides a different view than Hollingsworth and supports Piano's by illustrating how "a client's honor and that of painters working for him became intertwined'²⁴ and artists would fear "reputational consequences,'³⁵ similarly to patrons. Thus, as artists feared becoming less susceptible to future commissions, they would adhere to norms. For instance, "we know from Ghiberti's...writings that he... sought out'³⁶ humanist advisors himself when planning the *Gates of Paradise*. In these cases, where artists sought advisors themselves, "it would [not come] as an order'³⁷ and subsequently artists could manipulate the programs. This case, joined with Kempers and Pianos' perspectives, leads us to raise the question: if the artist agreed with the restrictions, were patrons still restricting his creative freedom? Since the scope of the artist's desired creativity would be reduced, a norm-adhering patron would not limit it any further. But, as it is impossible to

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³⁹ Appendix, D, 21.

⁴⁰ Rivista d'arte, Vol. 2. (Firenze : Fratelli Alinari Editore, 1904), 10.

⁴¹ Appendix, E, 22.

⁴² Creighton Gilbert, *Italian Art 1400-1500*, (Prentice Hall, 1980), 164-5.

⁴³ Kempers, *Power and Patronage*, 168.

⁴⁴ Ibid, 168.

⁴⁵ Piano and Piano, "Contracting Creativity," 2.

⁴⁶ Gilbert, "What Did the Renaissance Patron Buy?" 396.

⁴⁷ Ibid. 396.

know on a case-by-case basis whether artists desired freedom to diverge from norms, we cannot conclude whether or not the artists' hypothetical entire scope of freedom was limited by patrons' desire to receive a society-approved work.

Hence, supported by Siegler and Hollingsworth's converging views, societal restrictions led norm-adhering patrons to limit artists' freedom to a considerable extent. However, alternative views demonstrate that artists' also sought to abide by societal norms, in which case the norm-adhering patrons may not further restrict artists.

The other case for analysis is patrons who commissioned unusual or uncommon art, diverging from societal standards. Isabella d'Este is a key example of this. Her commissions were often non-religious, 48 and the content and theme unique. This means that the norms Kroepelien identifies as "strictly defined and [allowing] for little variation in terms of iconography and style" did not apply to her commissions. Yet, as evident in her interactions with Bellini and Perugino discussed in Section 3, Isabella's initial approach to both commissions was restrictive, even without societal expectations. Cartwright supports this in discussing Isabella's letter to Luca Liombeni, threatening to "send [him] to prison", and have him "paint...all over again" if anything was "ugly." This exertion of control aligns with Piano's views that the "tendency...to exercise significant control over the...product's look" was "especially strong among patrons with unique, idiosyncratic...taste." Hence it is shown that non-conforming patrons who were not subject to norms did not leave full control to artists either.

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⁴⁸ Piano and Piano, "Contracting Creativity," 6.

⁴⁹ Knut F. Kroepelien, "Sua Mano and Modo et Forma Requirements: Balancing Individual Creativity and Collective Traditions in Contracts for Altarpieces in the Italian Renaissance." (2008) Universitetet i Oslo Graduate Theses, 22.

⁵⁰ Julia Cartwright, *Isabella D'Este, Marchioness of Mantua, 1474-1539 : a Study of the Renaissance*, (New York: E. P. Dutton and Company, 1905), 89.

⁵¹ Piano and Piano, "Contracting Creativity," 2.

However, the previous conclusion must be put into question. Isabella and other patrons with "particular [personalities]"⁵² only represent the minority of patrons. Therefore, their patronage style is not applicable to the majority of commissions from 1300 to 1527, rendering the conclusion weaker. Conversely, Isabella's commission style *was* representative of the later increasing number of non-religious commissions by the increasing number of private patrons.⁵³

Hence, we demonstrate that a lack of societal constraints did not equate a lack of control and that even the fewer non-conforming patrons, who cared less about their reputation, would control artists' creativity to considerable extents.

It has been made evident, supported by the convergence of scholars, that societal expectations would motivate patrons to use contracts and advisors to exercise significant control over a commission. For the fewer patrons with eccentric commissions, the lack of cultural and religious norms did not inherently result in increased creativity for artists, but rather the contrary.

Contracts and Supplements

Contracts and their supplements were a key part of the commissioning process, and the extent to which they restricted artists' creativity can be argued variably. This section analyzes how restrictive various parts of contracts and supplements to contracts were. The availability of relevant contracts and written correspondence has made them a common subject of analysis for historians including Welch and Gilbert.

⁵² San Juan, Rose Marie. "The Court Lady's Dilemma: Isabella d'Este and Art Collecting in the Renaissance." *Oxford Art Journal* 14, no. 1 (1991): 67–78. http://www.jstor.org/stable/1360278, 67.

⁵³ David Maland, Europe in the Sixteenth Century, 49.

Practical elements such as "pigments, sizes, and delivery dates" can be argued to greatly restrict artists' creativity. Praise for art in primary sources often mentioned "appropriate colors" as showing "perfect art of painting." Further primary evidence, from Vasari's *Lives*, demonstrates that when painting the Sistine Chapel ceiling for Pope Julius II, Michelangelo "complained that because of the haste...imposed upon him, he was unable to finish it the way he would have liked," implying that artists' creative potential was restricted by deadlines. This demonstrates that elements such as pigment choice and time were valuable to creativity. Hence, when considering that, as Piano demonstrates, these choices were mostly made by patrons, specified down to the quantity of lapis lazuli pigment of artists' creative freedom were largely restricted. Thus, patrons' extensive control over the choice of pigments and deadlines, which were deemed important by contemporaries can be equated with a significant lack of creative freedom.

Another significant requirement within contracts was content and iconography, specified to varying extents of detail. Welch states that "contracts were never *designed* to establish a visual format or even the iconography." This means that the goal of contracts was not to deal with content – a factor that directly restricted creative freedom. In practice however, most contracts had at least the names of the figures or scene to be painted. The aforementioned commission requesting "a Madonna with Child Jesus" with no further detail demonstrates this. Even in such a short description, did creative freedom exist *at all* if what was painted had been pre-determined by patrons? Some descriptions extended even beyond

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⁵⁴ Gilbert, "What Did the Renaissance Patron Buy?" 393.

⁵⁵ Ibid, 398-9.

⁵⁶ Vasari, *Lives*, 356.

⁵⁷ Piano and Piano, "Bargaining over Beauty," 2.

⁵⁸ Ibid, 24.

⁵⁹ Welch, Art in Renaissance Italy, 112.

⁶⁰ McLellan, editor, "Contract with Luca Signorelli for the Walls of the Cappella Nuova in Orvieto."

this, like in the contract between painter Pietro Calzetta and the Lazzara family for the decoration of the Basilica of St. Anthony of Padua's chapel.⁶¹ Welch identifies this contract as being "of great interest" due to its detailed description, and it being accompanied by a detailed sketch that Calzetta was "to paint a history similar to." The extensive nature of such a contract further bound Calzetta to little creative freedom by the contract's legal force. Hence content specifications, even at a minimum, imposed considerable restrictions on creativity, and even more significant restrictions in detailed contracts.

Additionally, supplements to contracts from post-contract interactions between the two parties could further restrict artists, or, alternatively, demonstrate flexibility from patrons.

Supplements can argue in favor of patron restriction. A frequently cited example for this is the letters between Isabella d'Este and Perugino with very detailed, and thus restrictive, requirements for *The Battle Between Love and Chastity*, that solely a contract would not have demonstrated.⁶⁴ Interestingly, evidence from archived letters shows Perugino had actually asked for a detailed description and "expressed his willingness to paint the composition of the Marchesa's wishes."⁶⁵ This suggests, as touched upon in Section 2, that Perugino and other artists were sometimes accepting or requesting interference.⁶⁶ By that accord, patrons can be 'blamed' for all further restrictions in supplements, but artists' desires must be acknowledged, introducing further nuance to the argument.

However, as discussed by Gilbert, an important consideration is that supplements did "not...[bind artists]...with any of the legal force present in," contracts. Hence, while the

⁶¹ Appendix, F, 23.

⁶² Welch, Art in Renaissance Italy, 104.

⁶³ Ibid, 104.

⁶⁴ Appendix, G, 25.

⁶⁵ Piano and Piano, "Contracting Creativity," 8.

⁶⁶ Ibid, 9.

⁶⁷ Gilbert, "What Did the Renaissance Patron Buy?" 393.

content of supplements could be more restrictive than contracts, their restrictiveness is dulled by the lack of legal force the documents hold.

Post-contract correspondence between Isabella d'Este and Bellini introduces a counter-perspective. According to Piano, Bellini "refused to have his creative freedom infringed upon" and Isabella accepted this, giving him complete freedom to choose the theme and composition. This shows "diverging outcomes," wherein here, post-contract supplements demonstrate flexibility rather than further restriction. These two concurrent cases introduce a new perspective, suggesting the degree of interference from patrons was influenced by the degree of interference artists were willing to accept.

An important historiographical consideration is that contracts and supplements may have been lost over the years or agreements may not have been documented if they occurred verbally. While a range of strict to lenient contracts survive today, it is more likely that highly restrictive contracts would survive, due to their importance. Contrarily, commissions or correspondence with a lenient patron are less likely to have been documented or safeguarded. This *may* give a false impression of restrictiveness, which must be considered in our analysis.

While in the 21st century, we view practical restrictions (eg. deadlines) as less restrictive, observations in this section provide considerable evidence that these factors, which were present in most contracts, 70 were highly restrictive for artists of the time and thus infringed greatly on the creative freedom of artists. Furthermore, upon application of converging perspectives regarding content and iconography, it becomes clear that contracts and their supplements ranged from being somewhat to significantly restrictive. However, alternate perspectives and evidence must be considered, like the lack of legal force of

⁶⁸ Piano and Piano, "Contracting Creativity," 9.

⁶⁹ Ibid, 9

⁷⁰ Gilbert, "What Did the Renaissance Patron Buy?" 393.

supplements, patron leniency, artists' requests for restrictions, and the potential lack of primary evidence.

Assessment and Conclusion

This investigation into the extent to which patrons restricted the creative freedom of artists in Renaissance Italy exemplified the complex artist-patron relations within and alongside the commissioning process which resulted in a range of degrees of creative freedom for artists. The artist-patron relationship and the stakeholders' roles gave patrons the means to restrict artists' creativity, incentivized by their motives. Variance in this argument is found in the type of patron and ensuing commission, artists' status as individuals and as a group which suggests a difference in creative freedom between 1300 and 1527, and the role of apprentices versus artists. The society in which artists and patrons lived also influenced the freedom of artists by acting as a restricting factor for both parties. Ultimately, patrons had the choice to enforce these cultural and religious expectations. It is then contracts and supplements that make evident the range of creative freedom that artists' had, with base-line restrictions (pigments, deadlines, etc.) and wide-ranging content-based specifications, demonstrating that even the least-restrictive contracts imposed significant infringements on creativity. Nuance is then gained through consideration of post-contract leniency, artists' demands for restrictiveness, and the limitations of existing sources. While individual factors were considerably restrictive, it is the combination of all factors in singular commissions (with expected inconsistency on a case-by-case basis), and the fewer or weaker factors contributing to increased freedom, that resulted in highly limited freedom for artists.

Thus, in the spectrum for this investigation, the conclusion for the extent to which patrons restricted creative freedom lies close to the latter end, where, although their control

was not absolute, and varied from case-to-case, patrons restricted the creative freedom of artists to a very large extent.

This highlights the question's relevance, both in understanding the Renaissance, and in commenting on 21st-century freedom of expression. As its name implies, the Renaissance was a period of rebirth where art developed dramatically. A constant throughout this change was patronage and the commissioning process. While we today attribute the praise for great Renaissance artworks to artists, the restrictions imposed by patrons form part of what enabled the production of the art that we today look back upon in admiration. Yet today, such infringements upon creativity would be rejected, with freedom of expression being a human right and an intrinsic part of the artist's creative process.

Appendix

Note: All English translations of Latin and Italian are taken directly from cited secondary sources or translated with Google Translate, in which case the original text is also provided.

A: Graph comparing description lengths based on type of patron⁷¹

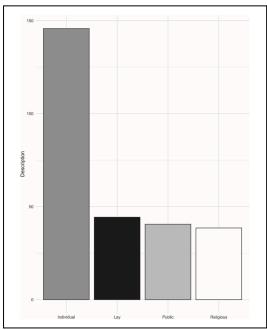


Figure 1. Description length across patron types

B: Graph comparing prevalence of patron types⁷²

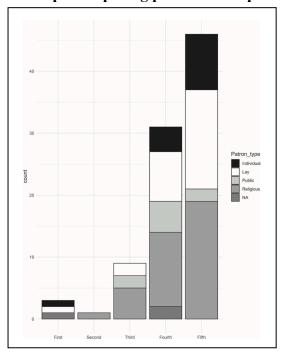


Figure 2. Prevalence of patron types across 50-year intervals

Piano and Piano, "Contracting Creativity," 15.Piano and Piano, "Contracting Creativity," 17.

C: Contract with Luca Signorelli for the walls of the Cappella Nuova in Orvieto⁷³

English:

"Successors leased gave yielded and granted the title of the lease to the talented painter master Luce Egidius de Cortonio, being present, stipulating, receiving and accepting the said cottimum and voluntarily receiving the painting inscribed in the chapel novel, with agreements, chapters and conditions and promises inscribed in the vernacular language to a clear understanding of all.

First of all, that it is obligatory to pledge the entire aforementioned chapel from the right side from the vaults downwards, a cornice and cornice of the entrances of the said chapel and to pledge the existing chapel in the said chapel where the holy bodies are located and to pledge figuratively the cheeks of the three windows open towards the bishopric.

Item that the said master Luca is obliged to mark the three façades of the said chapel, that is, the one from the head towards the bishop's palace and the two that come along the long side figured at the end of two filia (sic) above the plane of the window [walled up] next to them said sacred bodies and more and less that is in the discretion of the chamberlain and of the superior and story it according to the design given by the master, if more as it seems to him but not with too few figures that he has given us in the design for each arch.

Item that similiter is obliged to attach from the said figures down to the end of the earth base in a frame with ferrate and spirits according to similite[r] the design given for him to the end of the earth base. Item that the façade towards the entrance of the said chapel in a similar way is obligatory to mark it with fine figures down to the straightness and measurement of the other facades with stories according to which we will give them or we will lock in agreement with him and from there down to cornice pilasters and ironwork in the same way as the others facades.

Also that said work, Master Luca is required and must make and produce with his own hand the most beautiful and honored figures corresponding to the figures of the vault in the opinion of every good master. Item that Master Luca is obliged to put all the colors at his own expense for the decoration and the container, except gold and blue which the building is obliged to give them.

Also that the factory is required to have them build and dismantle the bridges that will be needed at all its expense and to give them mortar and water in the chapel.

Also that the fabrica is obliged to give him the stale for his a suitable dwelling and a receptacle and a house were chosen at the expenses of the fabrica."

⁷³ D. E. McLellan, editor, "Contract with Luca Signorelli for the Walls of the Cappella Nuova in Orvieto," *Italian Renaissance Document Site*, www.irds-project.org/doc/518/446/.

Also that the factory is obliged to give him two quarters of grain per month and twelve loads of must for each for the time he works continuously."

Latin and Italian:

"Successores locaverunt dederunt cesserunt et titulo locationis concesserunt ad cotti[mum] ingenioso pictori magistro Luce Egidii de Cortonio, presenti, stipulanti, recipienti et acceptanti dictum cottimum et sponte recipienti picturam infrascripte capelle nove, cum pactis, capitulis et conditionibus ac promissionibus infrascriptis vulgari sermone ad omnium claram intelligentiam.

Imprimis, che sia obligato pegnare tucta la capella predecta dal lato destro dalle volte in giù, una colli cornice et cornicione delle intrata de decta capella et ad pegnare la capellecta existenti nella decta capella dove stanno li corpi sancte et ad pegnare figurate le guancie delle tre finistre aperte verso el vescovato.

Item che sia obligato decto mastro Luca a pegnare le tre facciate de decta capella, cioè quella da capo verso el vescovato et li dui che vengano per lo longo figurate fine a dui filia (sic) sopra el piano della finistra [mu]rata apresso li decte corpe sancte et più et mancho che sia in arbitrio del camerlengho et di soprastante et storiarla secundo el desegno dato per lo maestro, se più come più come parrà allui ma non con mancho figure che ce habia dato nel desegno per ciascuna archata.

Item che similiter sia obligato pegnere dalli decte figure in giù per fine alla base di terra a cornice con ferrate et spiritelle secundo similite[r] el desegno per lui dato fine alla base di terra. Item che la facciata verso l'entrata de decta cappella similiter sia obligato pegnarla figurato fine giù a drictura et mesura dell'altre facciate con storie secundo li daremo overo serremo d'acordo collui et dallì in giù a cornice piliere e ferrate a modo delli altre facciate.

Item che decto lavoro esso mastro Luca sia tenuto et debia fare et pegnere de sua mano maxime le figure belle et honorate conrespondente alle figure della volta ad iudicio di ogne bono maestro. Item che esso mastro Luca sia obligato a mettere tucti li colori a suoi spese fine belle et recipiente, excepto oro et azuro el quale sia obligato darli la fabrica.

Item che la fabrica sia tenuta a farli fare et disfare li ponte che bisognaranno a tucti suoi spese et darli calcina et acqua nella capella.

Item che la fabrica sia obligata darli la stantia per sua habitatione congrua et recipiente et dui lecta alle spese della fabrica.

Item che la fabrica sia obligata darli per lo tempo che lui lavora continuo dui quartenghe di grano el mese et dodice some di mosto per ciascuno."

D: Contract from 1461 for Benozzo Gozzoli⁷⁴

English:

"And first, in the middle of the said panel, the figure of our Lady with the chair in the manner and form and with the ornaments similar to the panel of the high altar of San Marcilo in Florence, and on the right side of the said panel next to our Lady the figure of Saint John the Baptist in his proper habit, and next to him the figure of Saint Zanobi with his pontifical ornament, and then the figure of Saint Jerome kneeling with his proper and usual ornament, and on the left side the infrascripti sancti, that is their figures, first next to our Lady the figure of Saint Peter and next to him that of Saint Dominic, and then next to Saint Dominic the figure of Saint Francis kneels with all the usual ornaments around it."

Italian.

"Et prima nel mezo di detta tavola la fighura di nostra Donna chon la sedia nel modo et forma et chou ornamenti chome et in similitudine della tavola dello altare maggiore di sancto Marcilo di Firenze, et dal lato ritto di detta tavola allato a nostra Donna la fighura di sancto Giovanni Batista nel debito usato suo habito, et apresso a Uui la fighura di sancto Zanobi chol suo ornamento pontificale, et di poi la fighura di sancto Girolamo ginochioni chol suo debito et usato ornamento, et dal lato sinistro gl' infrascripti sancti, cioè loro fingure, item prima allato a nostra Donna la fighura di santo Pietro et apresso a llui quella di santo Domenicho, et dipoi apresso a santo Domenicho ginochioni la fighura di santo Francesco chon ogni ornamento intorno a ciò consueto."

⁷⁴ Rivista d'arte, Vol. 2. (Firenze : Fratelli Alinari Editore, 1904), 10.

E: Leonardo Bruni's letter and program for Ghiberti's baptistry doors⁷⁵

"Letter to the Board of the Merchants Guild, ca. 1425.

Honorable etc. I consider that the twenty scenes on the new door, which you have decided should be of the Old Testament, require two things chiefly, one, that they be brilliant [illustri], the other, that they be meaningful. Brilliant I call those that can feast the eye well by their variety of design. Meaningful I call those that have importance worthy of remembrance. Assuming these two things, I have chosen according to my judgment twenty scenes, which I send marked on paper. Whoever designs them will have to be well instructed about each scene, so that he can properly place the persons and actions needed for it, and must be refined [gentile] so that he will know how to adorn them well. Besides the twenty scenes, I have noted eight prophets, as you will see on the sheet. I have no doubt that this work as I have designed it for you will turn out very excellent. But I would very much like to get together with the one who is to design it, to get him to pick up every little meaning that the story carries. My compliments to you. Yours, Leonardo d'Arezzo."

How God creates the heaven and stars.	God makes man and woman.	Adam and Eve beside the tree eat the apple.	How they are expelled from paradise by the angel.
Cain kills his brother Abel.	Every kind of animal enters the ark.	Abraham wishes to sacrifice Isaac on God's com- mand.	Isaac blesses Jacob thinking he is Esau.
Joseph's brothers sell him out of envy.	Pharaoh's dream of the 7 cows and 7 ears.	Joseph recognizes his brothers who have come to Egypt for the grain.	Moses sees God in the burning bush.
Moses speaks to Pharaoh and makes miraculous signs.	The sea divided and the people of God passing.	The laws given by God to Moses on the burning mountain as the ram's horn sounds.	Aaron sacrificing on the altar in priest's robes with bells and pomegranates on his robes.
The people of God pass the Jordan and enter the promised land with the ark of the covenant.	David kills Goliath in the presence of Saul.	David made king to the joy of the people.	Solomon judges the question of the child between the two women.
Prophet Samuel Prophet Isaiah	Prophet Nathan Jeremiah	Prophet Elijah Ezekiel	Prophet Elisha Daniel

Figure 3. Leonardo Bruni's program for the baptistry doors

⁷⁵ Creighton Gilbert, *Italian Art 1400-1500*, (Prentice Hall, 1980), 164-5.

F: Contract between Calzetta and the Lazzara family for the chapel in the Basilica of St. Anthony of Padua⁷⁶

"Let it be manifest to anyone who will read this paper that Mr Bernardo de Lazzaro had contracted with Master Pietro Calzetta, the painter, to paint a chapel in the church of St Anthony which is known as the chapel of the Eucharist. In this chapel he is to fresco the ceiling with four prophets or Evangelists against a blue background with stars in fine gold. All the leaves of marble which are in that chapel [presumably on the architectural elements] should also be painted with fine gold and blue as should the figures of marble and their columns which are carved there. On the façade of the chapel the heraldry with its crest should be placed in gold and blue...

In the said chapel, Master Pietro should make an altarpiece which should rise up the entire wall of the altar up to the vault... In the said altarpiece, Master Pietro is to paint a history similar to that in the design which is on this sheet. This drawing is taken from a design which now belongs to Master Francesco Squarcione and was done by the hand of Niccolò Pizzolo. He is to make it similar to this but to make more things than are in the said design. And he must place the coat of arms of the said Mr Bernardo in relief.

Master Pietro must do all these things written above at his own expense, both of gold and of colours, woodwork and scaffolding, and any other expense which occurs. He must also make a curtain of blue cloth that is of good quality along with the iron needed to cover the said altarpiece. It should be painted with a dead Christ which should be fine.

Master Pietro promises to finish all the work written above by next Easter and promises that all the work will be well made and polished and promises to ensure that the said work will be good, solid, and sufficient for at least twenty-five years and in case of any defect in his work he will be obliged to pay both the damage and the interest on the work and that Mr Bernardo can oblige Mr Galeazzo Musatto who is the guarantor of Master Pietro.

Mr Bernardo de Lazzaro promises to pay 40 ducats to Master Pietro for the said chapel, and for the altarpiece and for the other things needed to adorn the chapel with the condition that the said Mr Bernardo must give him 10 ducats now and when he has finished the altarpiece, he must give him another 10 and when he has finished all the rest of the work he must give him the remainder of the money."

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⁷⁶ Welch, Art in Renaissance Italy, 104.

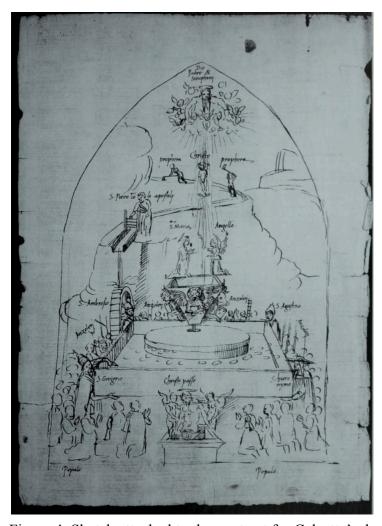


Figure 4. Sketch attached to the contract for Calzetta's decoration of the chapel

G: Instructions from Isabella d'Este's letter to Perugino for *The Battle Between Love and Chastity*⁷⁷

"Our poetic invention, which we greatly desire you to paint, is a battle of Chastity against Lasciviousness, that is, Pallas and Diana fighting manfully against Venus and Cupid. And Pallas should appear almost to have defeated Cupid, having broken the golden arrow and cast his silver bow underfoot, holding him with one hand by the band which the blind one wears over his eyes, and with the other lifting her lance which is poised to wound him. And Diana in conflict with Venus must appear to show herself to be equal with her victory; Venus has been struck by her only on the surface of her body, on her crown and garland, or in some little veil she might have around her; Diana has been burned in her clothing by the torch of Venus. but in no other part will either of them have been wounded. After these four divinities the most chaste nymphs who follow Pallas and Diana, with various poses and gestures as seems pleasing to you, have to fight bitterly with a lusty throng of fauns, satyrs, and thousands of diverse Cupids. And these *amori* must be smaller than the first, with neither bows of silver or arrow of gold but with some baser material like wood or iron or whatever you think. And to add more expression and ornament to the picture, beside Pallas let there be the olive tree dedicated to her, where her shield with the head of Medusa shall be placed, and with an owl placed in its braches since this is the bird proper to Pallas. Beside Venus shall be the myrtle, as the tree most pleasing to her. But for greater loveliness a commodious landscape is needed, that is a river or the sea, where fauns, satrys, and more cupids can be seen coming to the aid of Amor; some can be observed swimming, others flying or riding on white swans, all coming to join in such a great amorous enterprise. On the shore of this river or sea are Jove with other gods, as the enemy of Chastity, transformed into the bull which carried off the beautiful Europa, and Mercury like an eagle circling his prey flies around a nymph of Pallas called Glaucera, who holds a chest in her arms which bears things sacred to that goddess. And Polyphemus the Cyclops with a single eye is making for Galatea, and Phoebus for Daphne already transformed into a laurel, and Pluto, having seized Proserpina, is bearing her off to this infernal realm, and Neptune has seized a nymph who has been transformed almost entirely into a raven. I am sending you all these details in a small drawing, so that with both the written account and the drawing you will be able to consider my wishes in this matter. But if it appears to you that there are too many figures for one painting, it is left to you to reduce them as seems fitting, as long as nothing is removed from the principal scheme, which is those first four: Pallas, Diana, Venus, and Amor. If no inconvenience occurs I shall consider myself satisfied. You are free to reduce the figures, but do not add anything to them. Please be content with this arrangement."

⁷⁷ Stephen J. Campbell, *The Cabinet of Eros : Renaissance Mythological Painting and the Studiolo of Isabella d'Este*, (Yale University Press, 2004).

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