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## Artist-Dealer Agreements and the Nineteenth-Century Art Market: The Case of Gustave Coûteaux

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Abstract:

The market for contemporary art in the second half of the nineteenth century was deeply affected by the introduction and widespread use of long-term contracts between artists and their dealers. This article examines the legal and commercial logic behind these agreements and their impact on the production, distribution, and consumption of art. It draws mainly from the uniquely preserved contracts and correspondence of the Belgian art dealer Gustave Coûteaux. The article also provides complete transcriptions of the seven successive contracts concluded between Coûteaux and his most successful artist, Henri Leys, from 1841 to 1865.

## Artist-Dealer Agreements and the Nineteenth-Century Art Market: The Case of Gustave Coûteaux

by Jan Dirk Baetens

In 1887, the Belgian art journal *L'Art moderne* (Modern Art) published an article entitled “The Stock Market of Paintings,” which attacked the habit of treating works of art like shares in the stock market.[1] The direct target of *L'Art moderne's* piece was an article in the French periodical *Gil Blas* on the evolution of the prices paid for the works of a number of French and foreign artists, including Belgian, since the financial crisis of 1882:

The paintings by [Florent] Willems, the Belgian painter, have lost 90 percent; what was sold, twenty years ago, for 15,000 francs, now hardly finds a buyer for 1,500. The same is true for [Louis] Gallait, what was worth 2,000 has fallen to 500. Paintings by [Jean] Portaels, . . . [Gustave] de Jonghe, [Charles] Verlat, . . . [Emile] Wauters have also suffered a depression from 75 to 80 percent.[2]

The author writing for *L'Art moderne* was scandalized by what he described as the “financial bulletin” in *Gil Blas*. He noted indignantly—and with a touch of anti-Semitism characteristic of this type of comment—that the journal treated Belgian paintings “like an Israeli banker interested in German stock would deal with Russian stock.” Yet, most troubling to the author was not the apparent attack on Belgian art. Even more upsetting was the general idea of discussing works of art as if they were shares in the stock market, used in schemes of investment and financial speculation. “Henceforth,” he lamented, paintings “are treated like stock values and they are sold like Spanish or Turkish stock. There are painting crises and painting crashes. Soon, they will be traded end of month and will be used to lend on stock. And there will be fraudulent and reliable stock quotes, especially fraudulent ones.”[3]

*L'Art moderne's* complaint was neither new nor unique. In the course of the nineteenth century, speculation had increasingly become integral to the art market and it frequently popped up as a topic of interest or a target of criticism in art periodicals, newspapers, and even novels. Paris's central auction house, the Hôtel Drouot, for instance, was regularly described as a spectacular stock exchange—and with good reason. From its establishment in 1852, the Drouot and Paris's quickly developing auction culture had been the playground of choice for speculating dealers, artists, and collectors.[4] By the 1880s, when *L'Art moderne* published its piece, virtually everybody active in the French art world had become a speculator in one sense or another, and speculation, it seems, had become one of the art scene's chief characteristics.[5]

Speculation took place both in the primary market, where new works entered circulation, and in the secondary market, where older works by old or living masters were (re)sold and bought. Profits from such speculation, however, were potentially much higher in the primary market. There, reputations of artists could be made overnight and prices paid for their work could rise steeply. In addition, production could continue for years or even decades and supply could be controlled. This last feature, which could never be entirely achieved in the secondary market, not only prevented possible price undercutting by competitors, but it also made it possible to create scarcity in the market, which could

stimulate buyers to pay higher prices while the market continued to be fed with new works at the same time.

As the market for modern art matured in the course of the nineteenth century, and speculation, more than ever, became part and parcel to its game, art dealers were quick to realize the paramount importance of supply control to their speculative enterprise. The chief strategy they developed to achieve this was to bind their artists into long-term contractual agreements. In these contracts, artists typically undertook to supply their patrons over a given (or, alternatively, continuous or undetermined) period of time with a given number of paintings (or, in some cases, the entirety of their production), while dealers committed themselves to buying these artists' productions against contractually determined prices. Artists thus obtained the certainty of a buyer, in the person of the dealer, and in some cases a fixed monthly income. The great advantage for dealers lay in the fact that it ensured them of a steady supply of paintings, often with some form of exclusivity. This, in turn, enabled them to speculate on the work of their artists, not just selling their "canvases" but also marketing their "careers," in the terms of Harrison and Cynthia White, and thus boosting the prices of their work and maximizing the eventual yields of their investment.<sup>[6]</sup>

This article examines the use of such agreements by Gustave Coûteaux, a leading Belgian art dealer active from the late 1830s at the latest until his death in 1873. Coûteaux's case is unique not only because he started putting artists under contract at a particularly early phase in the development of the art market, in the 1840s, but also because it is exceptionally well documented. Contrary to most artist-dealer contracts—of which we know little because they were made orally or have not been preserved<sup>[7]</sup>—Coûteaux's agreements were generally formalized in writing and have in large part been preserved. A substantial portion of the dealer's letters to the most important artists in his stable have also survived.<sup>[8]</sup> Coûteaux's contracts and the correspondence that pertains to them thus shed a unique light on a practice that seems to have been comparatively widespread and affected the art world in many ways but has rarely been examined in depth. The study of these documents can help us to gain a better understanding of the working of the market and the market behavior of its main actors.

The article first briefly discusses the rise in importance of artist-dealer agreements in Belgium and the art world at large. It then examines the different contractual instruments and provisions used by Coûteaux and the economic logic behind them, and subsequently proceeds to analyze the dynamic behind the development of his longest-running contractual relationship, with his most successful artist, the Belgian painter Henri Leys. The article then moves on to identify the different motives of Coûteaux and his artists to enter into these agreements and include or reject specific contractual stipulations. Finally, the article explores some of the different ways in which artists' contractual relations with Coûteaux impacted the production, distribution, and consumption of art.

This study draws mainly from the preserved Coûteaux archives, but it also links what we can learn from them to the (comparatively sparse) information that we have from other sources, mostly in the context of the Belgian and the closely connected French art worlds. In this way, it aims to demonstrate the central importance of artist-dealer agreements to understand

the careers and some of the professional and creative choices made by the artists who entered into them, whether with Coûteaux or with other dealers.

### The Boom of Artist-Dealer Agreements

Artist-dealer agreements became ubiquitous in the second half of the nineteenth century. Journals and newspapers reporting on the art world regularly signaled their existence and pointed out their importance for dealers' speculations. A typical example is an open letter published in 1874 in the Belgian journal *La Fédération artistique* (The Artistic Federation), in which an anonymous correspondent criticized artists who subjected themselves to "burdensome" contracts with dealers and called them "imbeciles" "with their fleeces shorn all the time . . . and always ready to be shorn again."<sup>[9]</sup> The letter apparently follows a conversation that its author had had with a young artist, whom he asked why he had stopped working. The painter answered that he was busier than ever: he had signed a long-term agreement with a dealer for a magnificent price and had to slave away to get his work done in time. This, however, provoked a vehement reaction from the letter writer:

Getting your work done in time! A lump sum agreement! That is where budding celebrity and fame hardly achieved had brought my friend. No more study; no more exhibitions; working in order to have finished in time, in short selling your name! And all that for a *magnificent price!* . . . What a triple idiot! A magnificent price! . . . But doesn't he know that the contractor to whom he has sold himself for three years will sell his paintings for three times the price he pays for them?<sup>[10]</sup>

The letter did not pass unnoticed. An anonymous art dealer from Paris countered the attack in another open letter.<sup>[11]</sup> He observed that all artists would disagree with the first letter writer, for they showered him and his colleagues with requests for long-term agreements. Young artists, he admitted, were made by dealers, but their works were mere "lottery tickets," because for each artist that achieved success, there were ten that did not.<sup>[12]</sup> And while it was true, he continued, that these young artists were usually paid no more than a piece of bread, it still was something to have a piece of bread, for it enabled artists to survive while waiting for the hour of triumph. Provocatively the dealer concluded:

Ever since speculation has taken control of the commerce of painting, artists worthy of that name have generally done excellent business. Never has art been quoted higher, never have allegedly exploited painters and sculptors sold more; never have allegedly overrated collectors shown themselves more eager for first-class works.<sup>[13]</sup>

The status of artist-dealer agreements has been the subject of some scholarly debate. In their seminal study of the French art world of the second half of the nineteenth century, Harrison and Cynthia White presented these agreements as one of the central elements in the new, restructured art world of the time and gave credit to early dealers of French avant-garde art, like Paul Durand-Ruel, for their introduction.<sup>[14]</sup> More recently, however, the association of these agreements with avant-garde artists and their dealers has been firmly cast aside, most notably in David Galenson and Robert Jensen's reassessment of the Whites' study.<sup>[15]</sup> Nevertheless, it is generally accepted that artist-dealer contracts were one of the defining characteristics of the mature market for contemporary art in the final decades of the century.<sup>[16]</sup> In some countries, like Germany and the Netherlands, long-term agreements seem to have been rare and their introduction late.<sup>[17]</sup> In other countries,

however, like France and Belgium, there existed from the 1860s onwards, in the words of Jensen, an actual “fashion for monopolies” and long-term contracts.[18] The use of these contracts, written and formal or, more often, oral and informal, continued into the twentieth century and undoubtedly persists to the present day, although generally few details about them are public.[19]

The list of artists and dealers engaged in these arrangements is as impressive as it is long. It is worth considering it, however, with some attention, because it makes clear just how widespread the use of these agreements was and how many different kinds of artists, at different stages in their careers, were involved in them. Established artists were regularly bound by long-term agreements, both academics such as William-Adolphe Bouguereau and more independent spirits like Jean-François Millet. The former was contractually tied to Durand-Ruel but left him to sign an exclusivity agreement with Goupil.[20] In 1860 the latter entered into a three-year contract with the Belgian dealer Arthur Stevens, partly financed by the father-in-law of Stevens’s brother, the famous society painter Alfred Stevens,[21] but from 1867 onwards he worked exclusively for Durand-Ruel.[22] Alfred Stevens himself signed agreements with several dealers throughout his long career, including Jean and François Van der Donckt, Georges Petit, and Hector Brame, whom he sometimes tried to play against each other.[23] Durand-Ruel further struck exclusive deals with Eugène Fromentin in 1863, possibly luring him away from his competitor Adolphe Beugniet, to whose stable the painter belonged in the 1850s.[24] He also signed up Émile van Marcke de Lummen in 1874 and tried to coax Camille Pissarro into a similar deal in 1892.[25] In the 1870s, the dealer Hector Brame probably concluded a long-term agreement with the artist Ferdinand Roybet, who, according to his own account, had been bound by a contract to another dealer between 1868 and 1870 and had at that time committed himself to delivering three paintings a month for 25,000 francs a year.[26] Brame also had an understanding with François Bonvin, who subsequently went over to Brame’s brother-in-law, the dealer Gustave Tempelare.[27] The Tedesco dealership had Édouard Bisson under contract, and possibly also Camille Corot and Jules Dupré.[28] Goupil not only collaborated with Bouguereau, as mentioned above, but they also signed up Léon Lhermitte and, of course, had a long-standing agreement with Jean-Léon Gérôme, who married into the family.[29] The Dutch dealership Van Wisselingh had several artists under contract, including George Hendrik Breitner and Willem Witsen, sometimes with an exclusivity clause.[30]

Dealers we know only little about also put artists under contract. In the late 1870s, for instance, the Belgian marine painter Louis Artan was given a contract and financial security by the comparatively obscure Van Roye brothers, who ran the Galerie des Augustins in Brussels.[31] Younger artists, even in their twenties, were also regularly put under contract. When the London-based dealer Ernest Gambart first gave a contract to Lawrence Alma-Tadema, for twenty-four paintings, the artist was only twenty-eight years old, had scored his first successes in France and Belgium, but was virtually unknown in England.[32] The popular, traditionalist Belgian genre painter Gerard Portielje was also twenty-eight when he entered into a string of contracts with the dealer Albert D’Huyvetter, starting in 1884.[33] The Belgian historical painters Albrecht and Juliaan De Vriendt, now almost completely forgotten, were only twenty-two and twenty-three years old, respectively, when they signed a long-term exclusivity agreement with Jean and François Van der Donckt in 1866.[34] In 1871 the Parisian dealer Frédéric Reitlinger gave a contract to the young Italian painter Francesco Paolo Michetti, who also elicited interest from Goupil.[35] He also had the young Giuseppe

de Nittis under contract between 1868 and 1872, but the painter then left him to sign up with Goupil. Antonio Mancini followed suit and entered into an agreement with Goupil in 1875, when he was barely twenty-three.[36] Goupil also gave contracts to other young artists, including the French painter Louis Mettling and the Spanish artist Marià Fortuny.[37] The Dutch painter Frederik Hendrik Kaemmerer, whose artistic training in Paris was financed by the Goupil dealership,[38] may also have been under contract. In some cases even female artists, who generally struggled to be recognized as fully professional, were courted by dealers. The Belgian landscape painter Marie Collart, for instance, was offered an agreement with an exclusivity clause by Ernest Gambart for the gallery of his nephew, Léon Lefèvre, and his associate, P. J. Pilgeram, shortly after she had obtained a golden medal at the Paris Salon in 1870.[39] Avant-garde artists in the early stages of their careers, on the other hand, were rarely given contracts. Theo van Gogh's deal in 1888 with Paul Gauguin, converted to full-time painting only a few years earlier, to pay 150 francs a month in exchange for twelve paintings a year, is an exception.[40]

This survey only partly confirms Galenson and Jensen's critical revision of the Whites' *Canvases and Careers*. Long-term agreements clearly existed not only between dealers and artists who were already successful, established, and therefore "safe," as Galenson and Jensen have maintained, but they were also given to younger artists.[41] The authors are right, however, in the sense that the art produced by these newcomers was generally firmly within the bounds of popular taste and did therefore not entail excessive commercial hazards. In other words, even if dealers took some risks by signing up relatively new names, they generally did not invest in a type of art that had not proven itself in the market, such as impressionism in its early phase.

The evidence of this survey also runs counter to the argument on modernist art and speculation made by philosopher Jean-Joseph Goux. Possibly taking his cue from the Whites' focus on Durand-Ruel, Goux suggested a close relation between, on the one hand, the fleeting aesthetic of subjective perception in impressionist painting and, on the other, the emphasis in nineteenth-century economic theory on subjective preferences and the resulting market volatility that was a precondition to serious market speculation.[42] Speculation in the art market was generally more bound to traditional or popular modes of art than to the increasing individualist practices of the avant-garde. It was never a wild gamble, but always a well-considered guess that carefully balanced existing taste with new fashions or artistic innovation. This is also what the case of Coûteaux's business suggests.

### **Coûteaux's Contracts**

Coûteaux, born in 1815, came from a family that was closely linked to the art market, through its relation with the Nieuwenhuys family, a famous dynasty of dealers in old master paintings (fig. 1).[43] Other family members were in banking, and Coûteaux himself was a banker before he also became an art dealer in the late 1830s. His operations in the art market, although clearly substantial and lucrative, were probably always secondary to his activities in banking. In fact it must have been his experience as a banker that made Coûteaux infuse his art business with strategies from the world of banking and finance at a very early stage, leading him to speculative entrepreneurship.[44]



Fig. 1, Jules Géruzet, *Gustave Coûteaux*, 1860s. Carte de visite photograph. Collection of the Vauthier family, Brussels. Photo: author. [\[larger image\]](#)

In some cases, the transition from banking to art dealing came almost as a matter of course in Coûteaux's activities. The Belgian painters Alfred Stevens and Florent Willems, for instance, paid off loans obtained from Coûteaux's bank by supplying the dealer with some of their paintings. This, however, only drove them further into the arms of the dealer. Both artists hardly managed to pay the interests of their loans with the paintings they delivered and were obliged to continue working for much longer than initially anticipated, which may have been part of Coûteaux's plans in the first place.<sup>[45]</sup> Willems, at one stage, tried to repay his entire debt and get rid of the dealer by making a very ambitious and expensive painting, entitled *Marie de Medici at the House of Rubens* (1866; fig. 2), but he worked so long on it that he made new debts and had to ask Coûteaux for a new loan.<sup>[46]</sup>



Fig. 2, Florent Willems, *Marie de Medici at the House of Rubens*, 1866. Unknown medium. Published in Charles F. Horne, ed., *Great Men and Famous Women: A Series of Pen and Pencil Sketches of the Lives of More than 200 Prominent Personages in History* (New York: Selmar Hess, 1894), n.p. [\[larger image\]](#)

Although the logic of this sort of arrangement approached that of actual long-term agreements between artists and dealers, generally Coûteaux's dealings on the art market were not so haphazard as these examples suggest. They were rather the opposite: the result



of clever and strategic long-term planning in which formalized agreements played a crucial role. These agreements could take on many different forms, modulated by stipulations regarding the number of works, delivery time, dimensions, type of paintings, prices, and other elements.

The most noncommittal of such long-term engagements an artist could agree to was granting a dealer the right of first refusal. In 1849 the Belgian genre painter Joseph Dyckmans gave such a right to Coûteaux for all his future work—a safe arrangement that could provide a basis for long-term collaboration but did not entail any real risks.<sup>[47]</sup> Other agreements were more restrictive and, as a result, more risky as well as possibly more rewarding. Typically, Coûteaux's agreements of this type determined the number of paintings to be delivered and their prices calculated in function of their size. They also gave the banker-dealer some measure of exclusivity.

In 1855 Coûteaux entered into such an agreement with the historical genre painter Joseph Lies. The deal was made orally and later confirmed in two letters, but both parties understood their mutual obligations slightly differently. In a letter to Lies dating from shortly after the agreement, Coûteaux described the arrangements they had made: he would buy ten historical genre paintings measuring seventy by fifty-five centimeters (29.5 x 21.6 inches) for 1,100 francs each, but he had the right to alter the paintings' sizes, in which case the prices would be proportionally increased or decreased.<sup>[48]</sup> In addition Lies would not be permitted to work for anyone else during the agreement, and Coûteaux would have the right to renew it upon its termination against the same conditions—a stipulation intended to bypass artists' usual demands for higher prices on such occasions. Lies, however, was quick to respond and gave his version of the contract in another letter. He accepted the principle of calculating the prices in function of the size of the paintings, but he refused to be bound by the dimensions Coûteaux would dictate, because such a condition would destroy his artistic inspiration.<sup>[49]</sup> Also, he reserved the right to accept orders from other patrons for other kinds of work, such as portraits, and it was only with a certain amount of anxiety, he concluded, that he accepted the renewal clause. In 1857, Coûteaux made use of the clause and thus monopolized Lies's output until 1859. The collaboration was indeed a commercial success. Although Coûteaux marketed Lies's paintings as cheap alternatives for those of the much more famous (and almost namesake) Henri Leys, their prices rose steadily, and after trying his luck in the early 1860s with foreign dealers such as Ernest Gambart, Charles Sedelmeyer, and Alexandre Bernheim,<sup>[50]</sup> Lies tried to breathe new life into his collaboration with Coûteaux in 1864.<sup>[51]</sup>

In 1856 the banker-dealer made similar arrangements with the landscapist François Lamorinière, then twenty-eight years old, only modestly successful and still undecorated.<sup>[52]</sup> The deal involved ten paintings of various dimensions, prices calculated in function of size, as well as a monopoly position for Coûteaux and the dealer's right to renew the contract. Unlike Lies, Lamorinière made no reservations and bound himself exclusively to the dealer until 1862. Worse off than Lies and Lamorinière was the Belgian genre painter Henri De Braekeleer.<sup>[53]</sup> Virtually unknown when Coûteaux took him under his wings in 1869 and apparently timid by nature, he was moved to accept three consecutive agreements in which the dealer secured a monopoly on his work for six years.<sup>[54]</sup> Not indicating any number of paintings to be made, the agreements simply granted the dealer De Braekeleer's



entire artistic output in exchange for a modest fixed allowance of 200 francs a month in the first year, increased every year with fifty francs a month. In addition, Coûteaux was given the right to determine the dimensions and even the subjects of the work of De Braekeleer, who only managed to insert a clause that gave him the right to interpret these subjects “with all the necessary independence” and “in accordance with his artistic instinct.”<sup>[55]</sup>

Coûteaux’s most successful long-term collaboration was with the Belgian history and historical genre painter Henri Leys, with whom he concluded seven consecutive agreements. These agreements (given in full in the appendices to this article) and the correspondence between both parties regarding their execution, involving hundreds of letters, give a unique insight into the development of the symbiotic commercial relationship between artist and dealer typical of such arrangements, with Leys first accepting Coûteaux’s every wish and then struggling to gradually regain his freedom and find the right balance between the benefits of having a dedicated dealer and the advantages of artistic and commercial independence.

In the first agreement, dated 1841, Leys committed himself to making twenty-three paintings of various sizes, for a total amount of 39,795.76 francs, with prices per painting ranging from 400 Dutch guilders (almost 850 francs) to 4,000 francs.<sup>[56]</sup> The agreement formalized a prior collaboration, as the paintings’ dimensions were indicated by reference to paintings sold earlier.<sup>[57]</sup> The dealer was also given exclusivity, as the contract stipulated that Leys was not permitted to accept any other orders. A second agreement, concluded in 1843, confirmed the standing obligations for the paintings that had not yet been delivered, and added a number of others, amounting to twenty-five paintings for an amount of 52,540 francs.<sup>[58]</sup> It also indicated the exact dimensions of the paintings, on the basis of which their prices were calculated. Leys was paid around 0.35 franc per square centimeter (0.39 square inches), with an exception for the smallest work, which was paid 0.51 franc per square centimeter, and for the largest works, which were newly added to the agreement and for which the artist had been able to push up the price to 0.42 franc per square centimeter. Leys had also negotiated a small step toward more financial independence: although confirming Coûteaux’s monopoly, the agreement now also provided that in exceptional cases the dealer could authorize the painter to work for others.

In 1845 the second agreement was almost completely executed, and a new contract was signed, for forty-four paintings and twenty-four drawings, amounting to a total price of 108,000 francs.<sup>[59]</sup> Prices were now higher, ranging from 0.41 to 0.66 franc per square centimeter. Henceforth, each year Leys had the right to make one painting worth 5,000 francs (0.74 franc per square centimeter), which he could offer to Coûteaux or choose to sell to someone else, although in the latter case preference had to be given to the Nieuwenhuys family, who were related to the banker-dealer. The agreement was renewed again in 1848, confirming the obligations relating to the paintings still due and adding a number of others for comparable prices, resulting in a total amount of 126,800 francs for sixty-four paintings.<sup>[60]</sup> Once again Leys was able to improve his situation just a little, in that the Nieuwenhuys family no longer had preference for the limited number of paintings of which he could dispose freely.

By the early 1850s, Leys had become generally recognized as one of the leading painters in Belgium. In 1855 he won one of the great medals of honor at the Exposition Universelle (Universal Exhibition) in Paris, which marked the beginning of an extremely successful international career. In 1856, a year after his great victory in Paris, Leys was thus able to negotiate a new contract.<sup>[61]</sup> The preamble of the contract stated that Leys had now obtained such an exceptional position in the art world that his former contractual obligations had become too restrictive and impeded the further development of his talent and his material prosperity. The actual concessions made by Coûteaux in the new contract, however, seem rather modest. Previous arrangements were confirmed against the original prices, and an additional order was added for three more paintings against only slightly higher prices of about 0.6 franc per square centimeter. The contract now comprised a total of thirty-three works and an amount of 80,000 francs. The prices agreed upon were hardly in proportion to those which Leys's work commended in the end market, but the artist was able, on the other hand, to further reduce Coûteaux's monopoly position. The agreement now stipulated that the painter had to deliver only three paintings a year. Other paintings could be sold to collectors without any further obligation, but not to or through the intermediary of other dealers or persons "who regularly sell paintings."<sup>[62]</sup>

In the penultimate agreement, signed in 1860, Leys was able to cut his obligations to two paintings a year and push up the prices of the pictures still due with a fifth, with prices now ranging from 0.52 to 0.79 franc per square centimeter.<sup>[63]</sup> Separate arrangements were also made for a small number of new paintings, with prices of more than one franc per square centimeter. In total, the agreement involved twenty-nine paintings, for a sum of 116,500 francs. The contract now also specifically determined its mutual *intuitu personae* character, meaning that the identity of both contracting parties was henceforth acknowledged as an essential element. If Coûteaux would come to die, his heirs would not step into his contractual rights and obligations, but the agreement would be terminated, with the exception of Leys's obligation to deliver a group of five specifically named paintings. This seems almost self-evident, as a dealer's heirs normally lacked the skills and resources required to continue an agreement. Previous contracts, however, had specifically stipulated that Coûteaux's heirs would enter into his rights and obligations in the eventuality of his death. Possibly, the dealer had insisted on this clause because of the art market activities of other family members, including his brother Adolphe, and Lambert-Jean and Chrétien-Jean Nieuwenhuys, or because his own wife, Isabelle Thienpont, also played a role in his business and continued, for instance, the agreement with Henri De Braekeleer after the dealer's death in 1873.

The last agreement between Leys and Coûteaux, dated 1865, confirmed the *intuitu personae* character, now without any exceptions.<sup>[64]</sup> More importantly, the agreement put in place a new and rather complex arrangement. Henceforth, Leys was to deliver to Coûteaux only one painting every year, with at least six figures on it and measuring at least 105 by seventy-one centimeters. Coûteaux could choose to refuse the work or to accept it for the price of 10,000 francs (or 1.34 franc per square centimeter), while the retail value was, very conservatively, estimated at 15,000 francs. If Coûteaux thought that the work did not meet the requirements of the agreement, parties would submit the case to arbitration. Also, in order to give him some space to maneuver in the market, the dealer was given the right to order a painting with a retail value of 30,000 francs, instead of 15,000 francs, and to pay 20,000

francs for it. Leys would then be freed of his obligations for two years, unless Coûteaux would choose, instead of resuming the normal regime after two years, to buy two paintings, each worth 7,500 francs, in the two years following the acquisition of a painting worth 30,000 francs.

What is clear from these examples is that dealers and their artists had a wide variety of contractual arrangements at their disposal, which could be tailored to their needs and interests. Key elements in these arrangements were the number of paintings to be delivered, their dimensions, the inclusion of figures, the timespan, possibilities of renewal, the measure of exclusivity granted to the dealer, and the extent to which he was given the power to interfere actively in the artistic process, which all translated, together with market demand, into the price setting.[65] The examples given here also indicate, not unexpectedly, that agreements reflected the respective positions of artist and dealer in the market. The more powerful a dealer was, which is to say the more he was able to create or fuel a market for his artists, the more exigent he could be. The more an artist's work was in demand, on the other hand, the more the artist was able to negotiate better conditions from his dealer, often at the occasion of the contract's termination and subsequent renewal.[66]

#### **Speculation and Security: Dealers' and Artists' Motives**

When, in 1864, Coûteaux was bargaining by mail over the purchase of a painting by Florent Willems, the latter's brother, Auguste, wrote an angry letter back to him. He reproached the dealer that the prices of earlier purchases he referred to in the negotiations dated from long before Willems's rise to fame and should therefore be left out of the discussions: they could not be a basis for new purchases.[67] The incident is not very significant in itself, but it makes clear the difficulties dealers faced when negotiating for new acquisitions with artists whose markets were rising. Artists aware of their success in the end market obviously tended to ask higher prices, which could eat up profit margins and also increase the financial risk a dealer took. The problem was well known. In his review of the Paris Salon of 1864, the critic Edmond About wrote about a rich dealer who complained that artists became too quickly aware of the value of their work, so that good bargains became impossible.[68] About commented ironically that dealers "who pay five hundred francs for a painting and sell it again for five thousand . . . occupy an important place in the arts, but only the third one if you please" (i.e., after the artists and collectors).[69]

Dealers found a solution in clear and fixed long-term contractual arrangements. A contract signed at a strategically well-chosen stage in the career of an artist—right before his first or further rise to fame and the resulting growth of market demand—allowed the dealer to make purchases against prices dating back from years before that rise to fame, and thus far below prices in the end market. If a contract also granted him exclusivity, he was in full control of the supply chain and, thus, of the market. Dealers' speculative interests in this type of contractual arrangements are, then, clear enough, even if, in order to maximize profits, they had to do more than simply sign up promising artists or established artists whose markets were still growing. As the Whites already observed, they also had to draw in collectors, build artists' reputations, and support the value of their work in the secondary market, all of which Coûteaux clearly did.[70]

Such strategic operations, leading to surplus market value, were also in the best interests of the artists they represented. In this sense, artist-dealer agreements effectively knitted the interests of artists and dealers together. If the collaboration proved successful, however, and prices kept rising, the interests of artists and dealers could again diverge. In such circumstances dealers often attempted to renew agreements, adding new orders but only gradually yielding to artists' demands for better conditions or higher prices. Artists, in their turn, could consider terminating the agreement, accepting a better commercial offer from another dealer, or taking the further development of their careers in their own hands. In the renewal negotiations that ensued, prices obtained in the end market were often again crucial elements.

Generally artists had every interest in making public the high prices paid for their work. It added to their prestige and increased their market value. Such an increase was perhaps not to their direct financial advantage as long as they were still bound to contractually determined prices paid by dealers, but it would certainly serve them well after the expiration of the contract or strengthen their position when renegotiating a new contract. Leys, for instance, was of the opinion that the press had to publish all auction prices obtained by living masters, as he observed in a letter to Coûteaux.<sup>[71]</sup> Dealers' interests, however, were more ambiguous. They were keen on promoting their artists in every possible way and knew that disclosing high prices obtained for a work could provoke a run on the market and a further rise of artists' market values. However, revealing retail prices that were in sharp disproportion to the prices paid to the artists could also make them feel exploited, stimulate them to renegotiate the agreement, and thus endanger profit margins.

This is undoubtedly what explains Coûteaux's regular attempts to conceal prices commanded by works of art from his artists. In 1855, the dealer explicitly requested Baron Goethals, the buyer of Leys's *Thirty-Day Mass of Bertal de Haze*, to keep silent about the purchase price of 16,000 francs. This was surely not only because Goethals had been able to beat down the price of the work, one of the prize-winning paintings at the 1855 Exposition Universelle, with 1,000 francs, as Coûteaux made him understand, but rather because Leys had received no more than 7,000 francs for it.<sup>[72]</sup> A few years later, in 1860, Coûteaux's secretiveness brought him into direct conflict with his painter. The dealer had guaranteed him the entire profit on the resale of his *Margaret of Austria Received by the Guild of Arquebusiers* (1860; fig. 3), for which the painter had received 10,000 francs and of which the retail value had been estimated in the contract of 1860 at 15,000 francs.<sup>[73]</sup> Leys found out, however, that Coûteaux had sold the work behind his back in Russia, where it was to serve as a present to the tsarina for the birth of her youngest son, for no less than 27,000 francs. He complained that the dealer had promised him the benefit, had even read some of his letters to potential buyers out loud to assure him on the issue, and that now, once the deal was done, he had simply pocketed the gain of 17,000 francs and kept quiet like a sphinx.<sup>[74]</sup> Leys concluded that he would let the dispute rest, but that he also hoped, perhaps naïvely, that it would weigh on the dealer's conscience.



Fig. 3, Henri Leys, *Marguerite d'Autriche reçue par la corporation des arquebusiers* (Margaret of Austria Received by the Guild of the Arquebusiers), 1860. Oil on panel. Royal Museum of Fine Arts, Antwerp. Artwork in the public domain; available from: <http://www.vlaamsekunstcollectie.be/>. [larger image]

In view of such minor and major disputes between Leys and his dealer, the motives of the former are less easily understood than those of the latter. Some of Leys's complaints to Coûteaux indeed contrast starkly with his consent to renew the agreement again and again and thus remain bound to his dealer. In a letter dated April 6, 1849, for instance, the artist moaned that he did all the work while Coûteaux made all the money, and Leys tried to negotiate an additional share in the profit, observing: "you notice that I pull the sheets as much as possible to my side, and even then I will not be more than half covered."<sup>[75]</sup> In a letter dated November 25, 1860, he wrote to his dealer that he felt the need to tell him that he often had the opportunity to sell the works of which he could dispose independently for high prices, but that he nonetheless kept selling them to Coûteaux.<sup>[76]</sup> In a letter from 1863, he asked his dealer how he could expect him to work on paintings that yielded him nothing, while there was so much money to be made, adding in another letter that out of shame he did not even dare to show their contract to his friends.<sup>[77]</sup> The question is, then, why Leys systematically renewed the agreements with Coûteaux and kept granting him such a large part of their quasi-matrimonial sheets.

Leys's preference for a long-term contract, however, was hardly isolated. He was often approached by other artists who wanted to do business with Coûteaux: Lies, Lamorinière, and other painters from Leys's circle, such as Louis De Taeye and Victor Lagye. When, in 1854, Lies first asked his friend Leys to bring him into contact with Coûteaux, Leys answered that he would try but that such was the wish of many artists.<sup>[78]</sup> Years earlier, in 1845, even Gustave Wappers, the director of the Antwerp Academy and *peintre du roi* (court painter), had asked Leys to arrange an exclusive agreement with Coûteaux for him, presumably unsuccessfully.<sup>[79]</sup> This seems to confirm the observation made by the anonymous dealer in *La Fédération artistique* mentioned above: that artists showered him with requests for long-term agreements.

The most obvious reason why artists favored long-term contractual relationships with dealers, regularly under financially disadvantageous conditions, was money—or, more to the point, the certainty of money. In 1892 Alfred Stevens observed that if art dealers "enrich

themselves, not without pain, you'd better believe it, they usually throw some gold powder on the painters too.”<sup>[80]</sup> Artists' acceptance of a comparatively modest share of the profits was the logical economic flip side of the financial risk that dealers incurred, as it were, with their speculations. The profit margins obtained by dealers on artists' works was, in other words, the price that these artists paid for financial security. Again, an operation between Leys and Coûteaux can illuminate this commercial logic. In 1845 Coûteaux authorized Leys to sell his *Reinstatement of Worship in the Notre-Dame in Antwerp* (1845) to the Belgian government outside of their agreement. Leys counted on receiving 15,000 francs for it, but as the price was not yet fixed, his dealer proposed him a one-time deal based on the same logic of speculation and security that was the guiding principle of their usual contractual agreements: if the government paid less than 15,000 francs, the dealer would make up the deficit; if the price was higher, the profit would be split in two.<sup>[81]</sup> As usual, and as in their regular agreements, Coûteaux took the gamble, while Leys opted for security.<sup>[82]</sup>

However, artists had other motives for entering into long-term agreements too. As Albert Boime has suggested, these motives could be as speculative as those of their dealers, not always in a direct financial way but also in the sense that artists counted on dealers to make their name and thus, in the longer term, boost their market.<sup>[83]</sup> The genre painter Charles Venneman tried to get introduced to Coûteaux in the hopes that he might get more famous by the association.<sup>[84]</sup> When Alfred Stevens wrote in 1862 to Coûteaux regarding a future collaboration, he tellingly remarked that he was well aware of the role the latter had played in Leys's success.<sup>[85]</sup> The young sculptor Jacques De Braekeleer offered one of his works at cost price to the banker-dealer, in the conviction that simply being featured in Coûteaux's gallery could make his reputation.<sup>[86]</sup>

The willingness of artists to sign long-term contracts was, as these examples show, largely motivated by their wish to speculate for a rise on their own careers. The risk capital they invested, as speculative entrepreneurs in their own right, was precisely the difference between the modest sums they were paid under long-term agreements and the prices they could get themselves in the end market. The profit that they hoped their risk investments would eventually yield was the rise to fame and, eventually, fortune, which often only dealers could bring about. In the case of Leys, it is easy to see how prices paid for his work steadily rose during his collaboration with Coûteaux to reach, in the early 1860s, the highest percentiles of prices paid for contemporary paintings in Belgium and France.<sup>[87]</sup> In the final years of his career, liberated from his most burdensome contractual obligations (although still tied to a contract), Leys could cash in on this price development.

Why artists whose work was already quoted highly would want to work with long-term contracts, like Leys in his later years, is less clear. They could often achieve the same or similar prices as their dealers in the end market, without having to share with their dealers, and collectors often actively sought them out. Sometimes they were simply forced to keep working on the basis of long-term contracts because they had agreed to them earlier in their careers. This is, at least to a certain extent, what happened to Leys. After his international breakthrough at the Exposition Universelle of 1855, Coûteaux promised him his freedom, but in the end he tried to keep the painter content with only minor concessions. In subsequent agreements, Leys succeeded in ridding himself of the most unfair contractual obligations but also always agreed to new ones, which would again be quickly superseded by

the commercial reality of the end market. In a long letter dated November 29, 1863, Leys called this unendurable situation the “chain of [his] youth . . . which had been fairly light at the age of twenty-six, but which began to weigh heavy at fifty, even if it was just for the idea of not being free.”[88]

Not being free in a commercial sense, however, could also give an artist the freedom—the time and the energy—to devote himself completely to his art. An anonymous artist explained in *La Fédération artistique* in 1879 that he preferred working with an exclusive dealer because it enabled him to avoid collectors, who otherwise would besiege him with their visits to his studio, numb him with their ridiculous comments, keep him from work, and often resembled “a procession of lovers who never decide . . . to propose.”[89] The French artist Thomas Couture equally praised dealers because they relieved artists from the “vulgar aspects” of their art.[90] Alfred Stevens remarked that dealers, by taking care of all extra-artistic matters, made it possible for artists to work in peace, and the Victorian painter William Powell Frith wrote in a similar vein about collaborating with dealers.[91]

Leys probably agreed. In an undated letter, possibly from 1857 or 1858, the artist rejected what seems to have been a proposition by Coûteaux to modify their contract and start buying and selling paintings on commission. His motivation to reject the offer was that he did not want to be obliged to keep a ledger, an accounts book, and a journal.[92] In another letter Leys complained about Coûteaux’s apparent failure to prevent the publication of a critical piece on the painter’s work: “is that your solicitude and are those your cares,” Leys asked, “which even if they do not bring me material comfort should at least ensure me of some moral tranquility?”[93] What Leys wanted, in the end, was the best of both worlds: the advantages of a dealer devoted to him, even if this entailed some financial sacrifices, but not the rigidity and the excessive financial disparity of many long-term agreements. In 1863, when he tried to renegotiate his contract with Coûteaux, he proposed exactly such an arrangement, in which the dealer would have the right to commission paintings with a price reduction of 20 or 25 percent, would get at least one painting a year against a reduced price, and would for all other works compete in the market but with preference over others.[94] “In view of our past relationship,” Leys explained, “I would like to put you to such an advantage that you will help me with your advice, so that I can have as much benefit as possible from my talent without harming your interests.”[95]

### **Production, Distribution, Consumption**

Dealers with long-running or exclusive contractual rights were often a dominant force in their artists’ careers and they had every interest to actively intervene in them. Because the (contractual) relations they had with their artists differed and evolved, it is hard to evaluate the impact they had in a general way. Nevertheless, the case of Coûteaux illustrates how profoundly production, distribution, and consumption of art could be affected by these contracts and the power they often gave to dealers.

Dealers had a clear impact on the exhibition strategies of the artists bound to them and thus influenced the consumption of art by the public at large. It was often Coûteaux who decided when and where a work was put on show, and generally this was only the case when it served his business interests. He also weighed on the advantageous hanging of “his” works in exhibitions, as some critics noted irritably.[96] Typically, dealers also influenced the critical



reception of the works from their stock, aiming to guide the public, both in its aesthetic appreciation and buying policies. Coûteaux, for one, had excellent contacts with Belgium's major liberal journals and clearly had a hand in a number of reviews.[97] Obviously, dealers also influenced the formation of art collections, and the speculative nature of their business models often also affected this impact. In a critical article published in 1892, *L'Art moderne* described, for instance, the technique of isolating or "*chambrier*" a collector, who was thus induced to listen solely to the buying advice of the "*chambreur*," often a dealer whose primary goal was to sell "his" artists to the amateur.[98] Another technique described by the same journal, in another article, was nailing or "*clouer*" a painting, which meant making sure that a collector would not sell the work by exaggerating its value and predicting an even further rise in value.[99] This would reduce the risk that a painting would appear again in the secondary market, which could negatively influence the evolution of prices. Most of these tactics, however, are hard to trace, since they were most often employed in the privacy of the dealer's shop or the collector's gallery.

The impact of long-term agreements on art consumption was intimately connected to the dominant position of dealers in the distribution of works of art. Dealers who engaged in such agreements often built up large stocks of their artists' work and monopolized it as much as possible. This did not only affect the primary market, where these dealers often had some form of contractual exclusivity, but it also affected the secondary market, where they had to support the prices paid for their artists' work and often had to purchase or repurchase older work in order to prevent cheaper alternatives for their own stock from circulating. This contributed to the capital-intensive nature of these dealers' businesses and sometimes threatened their survival. As a result, dealers were sometimes forced to organize clearance auctions, not only to get rid of their "*rossignols*" (unpopular or hard-to-sell items), but also to generate additional cash. Dealers' right to do so was heavily contested by artists, who often saw the market value of their works plunge on such occasions, when suddenly the market was flooded with their work.[100] Coûteaux's practice was characteristic in this regard: he supported his artists' work in the secondary market, for instance by bidding at public auctions, but he also organized a number of clearance auctions, following the unpredictable rises and falls of the market.

In general, a dealer's monopoly did not necessarily impede but often rather facilitated the circulation of works of art through different retail spaces. Dealers often collaborated with each other and regularly sent works of the artists from their stable to be exhibited and offered for sale in other dealers' galleries, thus effectively dividing the market among themselves and blocking new competitors from entering the market.[101] An international network of dealers also made it possible to circulate works of art across borders and enabled customers to buy foreign work from their local agents.[102] The existence of a dealer's monopoly, in other words, did not make his gallery the only venue where recent work of an artist could be purchased, but rather it implied that other dealers always had to go through him and share their profit with him. Leys regularly referred other dealers to Coûteaux, and the latter regularly sold to them. In the early 1850s, Coûteaux's brother Adolphe toured Europe with some of their stock and repeatedly sold to foreign dealers. International business operations between dealers could also be more complex. In 1857, for instance, the Grand Duchess Maria Nikolaevna of Russia visited Belgium. The Paris-based dealer Arthur Stevens, well connected with the Russian court,[103] had the privilege of showing her some of the country's major art collections, and he also offered her a number of paintings for sale.

[104] In order to maximize the variety of his offerings and to circumvent the problem of monopolies, he contacted Coûteaux and borrowed eleven pictures from him, which he then mixed with a selection from his own stock.[105]

In addition to their impact on the consumption and distribution of works of art, dealers often also weighed on the actual production of these works. This is probably true for many dealers, and perhaps for quite a few other patrons and clients, but dealers to whom artists were tied by long-term agreements were arguably in the best position to influence the artistic process.[106] The clause in Coûteaux's last contract with Leys, stipulating that the works that the latter had to supply had to include at least six figures, has to be considered in any analysis of these works. Coûteaux's contractual right to determine the dimensions, and in some cases the subjects of the works by artists bound to him, is equally important. The dealer did not hesitate to criticize the work of his artists or to ask them to rework or retouch their pieces. The landscapist Édouard Huberti rejoiced when he was contacted by Coûteaux, but he was also anxious because of the dealer's predilection for a finished style and his attempts to influence his work in this direction.[107] The Hague genre painter David Bles, on the other hand, who was not bound by any long-term contract to Coûteaux, was asked by the dealer to change the figure of an unseemly plump, workless painter in one of his works, but he replied that the figure was a thoroughly characteristic type that could often be seen in his city and thus refused.[108]

Leys as well was regularly asked to retouch his work, either on Coûteaux's own initiative or at the request of the latter's clients. Sometimes, the impact of these retouches was minimal and in any event in line with what artistic practice had always been like. At other times, their impact was more significant and should affect the way we read or analyze these works of art. Both Leys and his brother-in-law Ferdinand De Braekeleer were asked, for instance, to transform an exterior scene into an interior—a request that must be given some consideration in view of the spatial ambiguity in some of Leys's early work (fig. 4).[109] Leys was also asked to retouch, against separate payment, the work of other artists, most often that of the Belgian still life painter David De Noter. He seems to have had to accept this kind of work in the 1840s for financial reasons,[110] but insisted on absolute secrecy, for he did not want to “marry [his] talent with De Noter's,” because it would damage Leys's reputation.[111] Coûteaux, however, may have realized the commercial value of Leys's name, and a number of stylistically ambiguous paintings—allegedly the result of a collaboration between Leys and De Noter—still circulate in the market today. A painting described in Coûteaux's stock catalogue of 1849 and attributed there to De Noter was sold later, at an auction, in 1907, as the product of an alleged joint effort of Leys and De Noter, and suddenly with the signatures of both artists on it as well (fig. 5).[112]



Fig. 4, Henri Leys, *Courtyard of a Tavern*, ca. 1840–50. Unknown medium. Unknown location. Photo: © KIK-IRPA, Brussels. [\[larger image\]](#)



Fig. 5, David De Noter, with additions by Henri Leys, *Les Apprêts du festin* (The Preparations for the Feast), 1848. Oil on panel. Unknown location. Photo: © Antwerp, Erfgoedbibliotheek Hendrik Conscience. [\[larger image\]](#)

Dealers could also influence production by ordering replicas. It has been argued that the traditional academic practice of making and selling replicas of works of art was gradually abandoned with the introduction of the professional gallery system, but the commercial reality seems to have been more complex.<sup>[113]</sup> Dealers, in fact, had the reputation of making their artists repeat themselves infinitely,<sup>[114]</sup> which included the production of replicas or quasi-replicas, and many artists engaged in long-term agreements often simply delivered what they were asked for.<sup>[115]</sup> Coûteaux's position on this issue was two sided, depending on his own interests and market demand. In the early years of his collaboration with Leys, he regularly asked the artist to make reductions of existing paintings, which the latter disliked but nevertheless executed.<sup>[116]</sup> To Florent Willems, on the other hand, Coûteaux complained that a painting he had bought from him was almost identical to an earlier work in the stock of another dealer.<sup>[117]</sup>

This last example suggests that the effects of speculative entrepreneurship of nineteenth-century art dealers and their use of long-term agreements are hard to generalize. They were manifold and could be contradictory. Some artists may have been exploited by the system; others may have benefited from the liberty that dealers could provide them with, as one

painter testified in *La Fédération artistique*.<sup>[118]</sup> What this liberty could mean, or to what it could lead eventually, can again be illustrated by Leys's long-term collaboration with Coûteaux. Michael Moriarty has claimed that the logic of speculation that guided art dealers and led them to the use of exclusive agreements resulted in artistic innovation.<sup>[119]</sup> This claim is not unequivocally supported by the evidence at hand, but it cannot be completely rejected either. Leys regularly lamented at the lack of financial reward of his partnership with Coûteaux, the hard work, and the dealer's harsh criticism, but he may also have appreciated the advantages of the collaboration and, more specifically, the benefits for his creative maturation. When Coûteaux took Leys under his wings in the late 1830s, the artist produced fairly repetitive pastiches of seventeenth-century Dutch and Flemish genre painting (fig. 4). Throughout the 1840s and 1850s, however, while under contract with the dealer, he gradually developed into a thoroughly original painter of sixteenth-century-style history and historical genre scenes (fig. 3). Initially, Coûteaux may have had an interest in making the artist repeat his popular, early pastiches. In the longer term, however, he also clearly provided the painter with the means—the financial and moral security—to experiment and develop as an artist. The latter seems to have been, in the end, his most crucial contribution to Leys's career and artistic legacy.

### Conclusion

In one of his observations and *bons mots* (aphorisms) published in 1886 under the title *Impressions sur la peinture* (Impressions on Painting), Alfred Stevens confessed: "I am in support of good art dealers. It is they who create collectors, who make our prices rise, who defend our qualities and generate esteem for them in the eyes of the ignorant, and who dispense us from singing our own praise."<sup>[120]</sup> Stevens may well have been thinking of his brother Arthur, or of his personal experiences with Coûteaux and other dealers. Whatever the case, he was clearly referring to the type of dealer who put artists under contract, represented them for a longer time and promoted their careers.

Many of the changes in the nineteenth-century art market, succinctly evoked in Stevens's comment, are unimaginable without the introduction by dealers of long-term contractual agreements. The example of Coûteaux's business operations shows how these agreements gave dealers control of supply and were thus central in their rise to power, how they could be put to use in a growing and increasingly speculative art market, as well as how artists could benefit from them. It also shows the need to consider the impact of these contracts in a discussion of virtually any aspect of the careers of artists that were bound to them.

### Appendices

**Note:** These appendices are exact transcriptions of handwritten contractual agreements by Gustave Coûteaux. They respect the original texts, complete with grammatical and spelling errors.

**Contractual agreement between Henri Leys and Gustave Coûteaux dated December 9, 1841. Correspondence with Henri Leys, I.33, Gustave Coûteaux papers, Archives of the Royal Museums of Fine Arts of Belgium, Brussels.**

Entre les soussignés, H. Leys demeurant à Anvers d'une part et J. L. G. Coûteaux demeurant à Bruxelles d'autre part, a été arrêté ce qui suit:

Art. 1r

Le Sr. Leys s'engage à peindre pour le second soussigné avec tout le soin que sont talent comporte:

1° Un tableau de quatre Mille francs de la grandeur de celui déjà livré à ce prix et qui se trouve actuellement dans la collection du Colonel de Ceva [Alexander Pieter Philip Cornelis Robert de Ceva] à La Haye—ci—f. 4,000—

2° Neuf tableaux de deux Mille francs chacun de la grandeur déjà livré à ce prix d'un tableau qui se trouve actuellement dans la collection du Sieur Hofman [Johan Frederic Hoffmann?] à Rotterdam ensemble f. 18,000—

3° Quatre tableaux de quatorze cents francs chacun de la grandeur de celui déjà livré à ce prix et qui se trouve actuellement dans la collection de M. Ledebøer [Lambertus Vincentius Ledebøer?] à Rotterdam ensemble—f. 15,600—

4° Trois tableaux de douze cent soixante neuf francs 84 Cnt chacun de la grandeur de celui déjà livré à ce prix et qui se trouve actuellement dans la collection de M. van Lennep [?] à Amsterdam ensemble f. 3,809–52

5° Quatre tableaux de quatre cents florins, soit huit cent quarante six francs 56 Cnt d'une dimension plus petite que les précédents—f. 3,386–24

6° Deux tableaux de deux Mille cinq cents francs chacun d'une dimension plus grande que ceux qui forment l'article 2° f. 5,000—

Total 39,795–76

Ensemble Trente Neuf Mille sept Cent quatre vingt quinze francs soixante seize centimes.

Art. 2

Il est expressément convenu entre les parties que tous ces tableaux seront peints sans interval et succesivement et qu'en conséquence le premier soussigné ne pourra entreprendre de nouvelles commandes (pour qui que ce soit) que pour les exécuter après que celles ci-dessus seront complètement terminées.

Art. 3

Le Sr. Leys reconnaît avoir reçu du second soussigné avant dite [?] des présentes la somme de cinq mille quatre cents francs en espèces dont quittance et à compte du prix des tableaux ci-dessus—laquelle somme sera décomptée lors de la livraison des derniers tableaux stipulés d'autre part.

Art. 4

En cas de décès du Sr. Coûteaux les tableaux devront être livrés à ses héritiers qui seront mis en ses lieux et place afin de jouir des prérogatives du présent contrat.

Art. 5

Cet acte annule de plein droit ceux souscrits antérieurement sans rien en excepter et les soussignés s'en donnent ici décharge mutuelle.

Ainsi fait en double de bonne foi à Anvers le 9 Décembre 1841.

Approuvé l'écriture

G. Coûteaux

approuvé l'écriture

H. Leys

**Contractual agreement between Henri Leys and Gustave Coûteaux dated November 8, 1843. Correspondence with Henri Leys, I.7, Gustave Coûteaux papers, Archives of the Royal Museums of Fine Arts of Belgium, Brussels.**

Entre les soussignés,

Henry Leys, artiste peintre, demeurant à Anvers, d'une part et

Joseph, Lambert, Gustave Coûteaux, négociant demeurant à Bruxelles, d'autre part

a été arrêté et convenu ce qui suit:

Art 1r

Le Sr. H. Leys s'engage à peindre pour le second soussigné avec tout le soin que son talent comporte:

1° Neuf tableaux de deux mille francs chacun mesurant 0 mètre 71/81 centim. ensemble 18,000—

2° Trois tableaux de quatorze cents francs chacun mesurant 0 mètre 56/68 centim. ensemble 4,200—

3° Deux tableaux de douze cent soixante dix francs chacun mesurant 0 mètre 55/65 centim. ensemble 2,540—

4° Quatre tableaux de huit cent cinquante francs chacun mesurant 0 mètre 37/45 centim. ensemble 3,400—

5° Deux tableaux de deux mille cinq cents francs chacun mesurant 0 mètre 76/87 centim. ensemble 5,000—

6° Deux tableaux de sept mille francs chacun mesurant 1/1 mètre 15/45 centim. ensemble 14,000—

7° Deux tableaux de deux mille sept cents francs chacun mesurant 0 mètre 78/90 centim. ensemble 5,400—

Ensemble Cinquante deux mille cinq cents Quarante francs 52,540

#### Art. 2

Le Sieur Leys reconnaît avoir reçu du Sr. G. Couteaux à compte sur la somme ci-dessus, celle de cinq mille quatre cents francs dont il s'engage à se libérer au moyen de deux tableaux qui forment l'article 7°; l'un de ces tableaux devra être livré dans le courant de l'année 1844 et l'autre dans le courant de l'année 1845.

#### Art. 3

Il est expressément convenu entre les parties que tous ces tableaux seront peints sans intervalle et qu'en conséquence le Sr. Leys ne pourra exécuter de nouvelles commandes pour qui que ce soit qu'après que les tableaux désignés d'autre part soient livrés à M. Couteaux. Ce dernier pourra cependant dans des cas exceptionnels autoriser Mr. Leys à exécuter autres tableaux et le cas échéant Mr. Leys devra en avoir l'autorisation par écrit.

#### Art. 4

En cas de décès du Sr. Couteaux ses héritiers ou ayants cause seront mis en ses lieux et place pour l'exécution des présentes.



Art. 5

Cet acte annule de plein droit ceux souscrits antérieurement sans rien en excepter et les soussignés s'en donnent ici décharge réciproque.

Ainsi fait en double de bonne foi à Anvers le huit Novembre Mil huit cent quarante trois.

approuvé l'écriture G. Coûteaux

approuvé l'écriture H. Leys

**Contractual agreement between Henri Leys and Gustave Coûteaux dated January 3, 1845. Correspondence with Henri Leys, I.6, Gustave Coûteaux papers, Archives of the Royal Museums of Fine Arts of Belgium, Brussels.**

Entre les soussignés

Henry Leys, Artiste peintre, demeurant à Anvers, d'une part,

et

Joseph, Lambert, Gustave Coûteaux, négociant demeurant à Bruxelles d'autre part

a été arrêté et convenu ce qui suit:

Art. 1er

Le premier soussigné s'engage à peindre pour le second soussigné avec tous les soins que son talent comporte

1° Dix neuf tableaux de deux mille cinq cents francs chacun mesurant 68 sur 84 Centimètres chacun. f. 47.500—

2° Douze tableaux de dix huit cents francs chacun mesurant 54 sur 70 Centimètres chacun. f. 21.600—

3° Deux tableaux de quinze cents francs chacun mesurant 53 sur 65 Centimètres chacun. f. 3,000—

4° Quatre tableaux de mille francs chacun mesurant 37 sur 45 Centimètres chacun. f. 4.000—

5° Quatre tableaux de deux mille sept cent cinquante francs chacun mesurant 75 sur 90 Centimètres chacun. f. 11.000—

6° Deux tableaux de sept mille francs chacun mesurant 145 sur 115 Centimètres chacun. f. 14.000—

7° Un tableau de neuf cents francs mesurant 34 sur 40 Centimètres. f. 900—

8° Vingt-quatre dessins à l'aquarelle de deux cent cinquante francs chacun. f. 6.000—

Ensemble cent huit mille francs f. 108.000

#### Art. 2

Indépendamment des commandes ci-dessus, le second soussigné s'engage envers le premier soussigné, à prendre livraison de six tableaux, un par an, pour la somme de trente mille francs les six, la grandeur moyenne de ces tableaux sera 75 sur 90 Centimètres, mais il est facultatif à Mr. Leys de donner la préférence d'un ou de plusieurs de ces tableaux à d'autres acheteurs et le second soussigné devrait alors renoncer à ceux qui ne lui échéeraient pas, stipulé que cette préférence doit d'abord être donnée à M. M. Nieuwenhuys, marchands de tableaux à Bruxelles.

#### Art. 3

Le premier soussigné reconnaît d'avoir reçu du second soussigné à compte sur les tableaux désignés d'autre part, la somme de cinq mille quatre cents francs, dont il se libérera, moitié dans le courant de la présente année et l'autre moitié dans le courant de l'année 1846.

#### Art. 4

Il est expressément convenu entre les parties que tous les tableaux formant l'objet du présent contrat seront peints sans intervalle et qu'en conséquence le premier soussigné ne pourra exécuter de commandes pour qui que ce soit avant que les tableaux désignés ci-dessus soient terminés. Le second soussigné pourra cependant dans des circonstances exceptionnelles autoriser le premier soussigné à exécuter d'autres tableaux, et le cas échéant le premier soussigné devra en avoir l'autorisation par écrit.

#### Art. 5

Les tableaux seront exécutés dans l'ordre qui sera indiqué par le second soussigné.

#### Art. 6

En cas de décès du second soussigné, ses héritiers ou ayant cause seront mis en ses lieux et place pour l'exécution des présentes.

Art. 7

Cet acte annule de plein droit toutes les conventions antérieures sans rien en excepter et les soussignés s'en donnent ici décharge réciproque.

Ainsi fait en double de bonne foi à Anvers le Trois Janvier mil huit Cent Quarante Cinq.

Approuvé l'écriture H. Leys

Approuvé l'écriture G. Coûteaux

**Contractual agreement between Henri Leys and Gustave Coûteaux dated July 2, 1848. Correspondence with Henri Leys, I.I, Gustave Coûteaux papers, Archives of the Royal Museums of Fine Arts of Belgium, Brussels.**

Entre les soussignés

Henry Leys, artiste-peintre, demeurant à Anvers,

d'une part,

Et

Joseph, Lambert, Gustave Coûteaux, négociant demeurant à Bruxelles, d'autre part

A été arrêté & convenu ce qui suit

Art. 1er

Le premier soussigné s'engage à peindre pour le second soussigné avec tous le soins que son talent comporte

1° Dix huit tableaux de Deux mille cinq cents francs chacun, mesurant 68 sur 84 centimètres chacun. f 47,000—

2° Neuf tableaux de Dix huit cents francs chacun, mesurant 54 sur 70 centimètres chacun. 16,200—

3° Deux tableaux de Quinze cents francs chacun, mesurant 53 sur 65 centimètres chacun. 3,000—

4° Quatre tableaux de Deux mille sept cent cinquante francs chacun, mesurant 75 sur 90 centimètres chacun. 11,000—

5° Un tableau de sept mille francs, mesurant 149 sur 119 centimètres. 7000—

6° Un tableau de neuf cents francs, mesurant 34 sur 40 centimètres. 900—

7° Quatorze tableaux de Douze cent cinquante francs chacun, mesurant 37 sur 49 centimètres. 17,500—

8° Dix tableaux de Deux mille francs chacun mesurant 60 sur 72 centimètres. 20,000—

Report f. 122,600—

[second page]

Report 122,600

9° Un tableau de deux mille sept cents francs mesurant 70 sur 88 centimètres. f. 2,700—

10° Un tableau de cinq cents francs mesurant environ 18 sur 29 centimètres. 500—

11° Un tableau de mille francs mesurant environ 39 sur 49 centimètres. 1000—

Monsieur Leys reconnaît avoir reçu anticipativement le prix de ces trois derniers tableaux, montant ensemble à quatre mille deux cents francs, dont quittance.

f. 126,800

Ensemble, Cent vingt six mille, huit cents francs.

Art 2

Indépendamment des circonstances ci-dessus, le second soussigné s'engage envers le premier soussigné, à prendre livraison de quatre tableaux, un par an, pour la somme de vingt mille francs les quatre; la grandeur moyenne de ces tableaux sera de 79 sur 90 centimètres, mais il est facultatif à M. Leys de donner la préférence d'un ou de plusieurs de ces quatre tableaux à d'autres acheteurs & le second soussigné devra alors renoncer à ceux qui ne lui échéeraient pas.

Art. 3

Il est expressément convenu entre les parties que tous les tableaux formant l'objet du présent contrat seront peints sans intervalle & qu'en conséquence le premier soussigné ne pourra exécuter des commandes pour qui se soit, avant que les tableaux désignés ci-dessus soient terminés. Le second soussigné pourra cependant dans des circonstances exceptionnelles autoriser le premier soussigné à exécuter d'autres tableaux, & ce cas échéant, le premier soussigné devra en avoir l'autorisation par écrit.

Art. 4

Les tableaux seront exécutés dans l'ordre qui sera indiqué par le second soussigné.

Art. 5

En cas de décès du second soussigné ses héritiers ou ayants-cause seront mis en ses lieux-et-place pour l'exécution des présentes.

Art. 6

Cet acte annule de plein droit toutes les conventions antérieures sans rien en excepter & les soussignés s'en donnent ici décharge réciproque.

Ainsi fait en double de bonne foi à Bruxelles le deux Juillet 1800 quarante huit.

J'approuve l'écriture

H.Leys

Approuvé l'écriture

G. Coûteaux

**Contractual agreement between Henri Leys and Gustave Coûteaux dated November 7, 1856. Correspondence with Henri Leys, I.2, Gustave Coûteaux papers, Archives of the Royal Museums of Fine Arts of Belgium, Brussels.**

Entre les soussignés

Henry Leys, demeurant à Anvers rue de hoboken n° 832, d'une part

Et

Joseph, Lambert, Gustave Coûteaux, négociant demeurant à Bruxelles rue fossé aux loups n° 64, d'autre part.

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Par des conventions antérieures M. H. Leys s'était engagé à peindre pour M. Coûteaux les tableaux désignés ci-après sans qu'il lui fut facultatif d'intervertir ce travail par l'exécution d'autres tableaux, mais prenant en considération la position toute exceptionnelle que M. Leys s'est fait dans les arts & afin de ne pas entraver par des mesures reconnues aujourd'hui trop restrictives le développement de son talent & sa prospérité matérielle, M. Coûteaux a consenti à ce qu'il fut loisible à M. Leys de ne livrer annuellement que trois tableaux du présent contrat, à partir du premier Janvier prochain, tout en laissant l'artiste la faculté d'en livrer davantage.

M. Leys, en dehors des trois tableaux stipulés ci-dessus, pourra entreprendre et exécuter les commandes qui lui seraient faites, mais afin de ne pas nuire aux intérêts de M. Coûteaux & maintenir la bonne entente qui a toujours existé entre les soussignés, il s'engage à ne vendre des tableaux qu'aux amateurs, sans l'intermédiaire de marchands de tableaux et à plus forte raison s'engage-t-il à ne point en vendre à ces derniers, ni aux personnes quoique non patentées dans cette partie, qui vendent habituellement des tableaux.

Il est donc convenu que M. Leys exécutera à partir du premier Janvier 1800 cinquante sept, pour en livrer au moins trois par an, les tableaux désignés ci après qui seront traités avec tous les soins que son talent comporte:

1° 1 tableau de f. 1000 mesurant 35 sur 45 centimètres. f. 1000—

2° 1 tableau de f. 900 mesurant 34 sur 40 centimètres. f. 900—

3° 2 tableaux de f. 2750 mesurant chacun 75 sur 90 centimètres. f. 5500—

4° 2 tableaux de f. 1500 mesurant chacun 93 sur 65 centimètres. f. 3000—

5° 2 tableaux de 7500 (grandeur de Bartel de haise [*sic*; *Les Trentaines de Bertal de Haze* (The Thiry-Day Mass of Bertal De Haze)]—de la collection du Comte Goethals). f. 15000—

6° 6 tableaux de f. 2000 mesurant chacun 60 sur 72 Cent-s. f. 12000—

7° 7 tableaux de f. 1800 mesurant chacun 54 sur 70 Cent-s. f. 12600—

8° 12 tableaux de f. 2500 mesurant chacun 68 sur 84 Cent-s. f. 30,000—

33 80,000—

Total, trente trois tableaux, important quatre vingts mille francs.

\*

M. Leys reconnaît avoir reçu avant la date des présentes la somme de mille francs à titre de paiement du tableau de mille francs relaté plus haut.

En cas de décès du second soussigné, ses héritiers ou ayans cause seront mis en ses lieux & place pour l'exécution des présentes. Toutes conventions antérieures sont annulées & les soussignés s'en donnent mutuellement décharge sans réserve aucune.

Ainsi fait en double & de bonne foi à Bruxelles le Sept Novembre mil huit cent cinquante six.

J'approuve l'écriture

H. Leys

approuvé l'écriture

G. Coûteaux

**Contractual agreement between Henri Leys and Gustave Coûteaux dated May 31, 1860. Correspondence with Henri Leys, I.3, Gustave Coûteaux papers, Archives of the Royal Museums of Fine Arts of Belgium, Brussels.**

Entre les soussignés Henri Leys, peintre d'histoire, demeurant à Anvers.

Et Gustave Coûteaux, banquier demeurant à Bruxelles.

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Par des conventions antérieures, M. Leys s'est engagé envers M. Coûteaux à exécuter avec tous les soins que son talent comporte à lui livrer à des prix & à des époques déterminées, une série de tableaux de genre ou d'histoire.

Ces conventions sont de commun accord complètement abroyées & remplacées par les présentes qui établissent les engagements réciproques des soussignés.

M. Leys, qui a livré à M. Coûteaux deux tableaux représentant les deux principales parties de la fresque de la salle à manger, lui livrera pour compléter l'ensemble de ce travail, les trois autres parties qui y font suite, pour la somme de Sept mille deux cents francs que M. Coûteaux remettra pour solde à M. Leys.



Par la livraison de ces œuvres, M. Leys s'est libéré et se libérera de ses engagements antérieurs, à l'exception des tableaux suivants:

1° 1 tableau mesurant 0,35 sur 0,45, entrepris pour f. 1000—, porté sur la proposition de M. Coûteaux à f. 1200— f. 1200—

2° 1 tableau mesurant 0,34 sur 0,40 entrepris pour f. 900— f. 900 porté sur la proposition de M. Coûteaux à f. 1080. f. 1080.

3° 1 tableau mesurant 0,75 sur 0,90 entrepris pour f. 2750— f. 2750 porté sur la proposition de M. Coûteaux à f. 3300. f. 3300.

4° 2 tableaux mesurant chacun 0,53 sur 0,65 entrepris pour f. 1500 chacun— f. 3000 porté sur la proposition de M. Coûteaux à f. 1800. f. 3600.

5° 2 tableaux, grandeur du Bartel de Haas [*sic*] de la collection de Comte Goethals, entrepris pour f. 7500 chacun— f. 15000 porté sur la proposition de M. Coûteaux à f. 9000. f. 18000.

6° 7 tableaux mesurant chacun 0,54 sur 0,70 entrepris pour f. 1800 chacun— f. 12600 porté sur la proposition de M. Coûteaux à f. 2160. f. 15,120.

7° 9 tableaux mesurant chacun 0,68 sur 0,84 entrepris pour f. 2500 chacun— f. 22500 porté sur la proposition de M. Coûteaux à f. 3000. f. 27000.

(Vingt trois) 23 (Cinquante sept mille sept cent cinquante) 57750 (Soixante neuf mille trois cents) f. 69,300—

Ces tableaux seront exécutés avec tous les soins que comporte le talent de M. Leys, qui en livrera au moins deux par an à dater du premier Janvier 1800 soixante & un. M. Leys reconnaît avoir reçu à compte la somme de mille francs qui formait dans le principe le prix du premier tableau.

M. Leys, qui indépendamment des tableaux ci-dessus indiqués a entrepris pour le prix global de quarante mille francs les trois tableaux suivant: 1° Adrien Vanhaemstede (un prêche protestant), 2° Marguerite d'Autriche (scène de la vie de) en cours d'exécution, et 3° un pendant du n° 2, qui a livré le premier de ces tableaux & qui reconnaît avoir reçu à compte sur le prix des trois tableaux vingt mille francs, s'engage à livrer le 2me de ces tableaux dans le courant de 1800 soixante & le 3me dans le courant de 1800 soixante & un.

M. Coûteaux reconnaît que le premier de ces tableaux lui a été livré & il s'engage de remettre à M. Leys, dix mille francs lors de la livraison de chacun des deux autres tableaux.

M. Leys s'interdit la vente de ses tableaux aux marchands, l'intention des parties étant d'une part de donner à M. Leys la faculté de vendre ses œuvres aux amateurs & d'autre part d'empêcher pour M. Coûteaux, la concurrence des marchands.

M. Coûteaux s'interdit la reproduction soit par la photographie, soit autrement, et dans un but de spéculation, les tableaux que lui livrera M. Leys; mais il pourra faire les reproductions photographiques pour faire connaître les tableaux.

Toutefois en cas de vente de tableaux, M. Coûteaux aura le droit de ne stipuler aucune réserve quant au droit de reproduction, les droits reproductifs de M. Leys et de l'acquéreur demeurant soumis aux règles de droit commun.

Le présent contrat sera résilié de plein droit au décès de M. Coûteaux, en [unreadable] que l'obligation de M. Leys de livrer annuellement deux tableaux & ce jusqu'à concurrence de vingt-trois tableaux, cessera de plein droit au décès de M. Coûteaux; mais quant au tableau représentant une scène de la vie de Marguerite d'Autriche, au tableau formant pendant au précédent et aux trois tableaux représentant les trois parties de la fresque qui restent à exécuter, M. Leys sera obligé de les livrer, lors même que le décès de M. Coûteaux précéderait l'époque fixée pour la livraison des ces œuvres qui forment un travail d'ensemble, entrepris pour un prix global.

Ainsi, fait en double de bonne foi à Bruxelles le 31 Mai 1860.

J'approuve l'écriture

H. Leys

approuvé l'écriture

G. Coûteaux

**Contractual agreement between Henri Leys and Gustave Coûteaux dated May 15, 1865. Correspondence with Henri Leys, I.4, Gustave Coûteaux papers, Archives of the Royal Museums of Fine Arts of Belgium, Brussels.**

Entre les soussignés

Mr. Henry Leys, artiste peintre domicilié à Anvers d'une part;

Et Mr. Gustave Coûteaux, banquier domicilié à Bruxelles, d'autre part;

Il a été convenu:

Art. 1er

Toutes conventions avenues [*sic*] contre les contractants antérieurement au présent acte, sont pleinement et définitivement résiliées à partir de ce jour et remplacées par les stipulations qui suivent:

Art. 2.

Mr. Leys exécutera chaque année, avec tous les soins que son talent comporte, un tableau d'une valeur vénale de quinze mille francs pour Mr. Coûteaux et que celui-ci lui payera Dix mille francs seulement. A l'effet de fixer l'interprétation de cet engagement, les parties prennent pour type d'une œuvre de la valeur vénale de quinze mille francs, le tableau actuellement en voie d'exécution dans l'atelier de Mr. Leys et représentant l'intérieur de l'habitation de Lûther à Wittenberg, composition de 6 figures au moins et ayant une largeur de 1 mètre 5 centimètres sur une hauteur de 71 centimètres.

Ce tableau destiné à Mr. Coûteaux sera livré et payé aux conditions déjà arrêtées entre parties en dehors du présent acte.

Art. 3

Mr. Coûteaux pourra négocier à son profit la vente de tout tableau qui lui sera destiné durant le temps de sa confection dans l'atelier de Mr. Leys.

Art. 4

Il sera loisible à Mr. Coûteaux de renoncer en tout temps au tableau qui lui sera destiné.

Si le tableau correspond au type convenu, Mr. Leys sera dégagé de l'obligation, pendant l'année, d'en livrer un autre et le contrat sera réduit d'autant; si le tableau ne correspond pas audit type, il devra être remplacé. En cas de contestation, les parties recourront à des arbitres qui prononceront sans appel.

Art. 5

Mr. Coûteaux se réserve la faculté dans les deux premiers mois de chaque année de demander l'exécution d'un tableau d'une valeur vénale de trente mille francs qu'il payera vingt mille francs.

Si Mr. Coûteaux fait usage de cette faculté, Mr. Leys sera libéré de son engagement l'année suivante.

Toutefois le tableau de quinze mille francs à exécuter la seconde année qui suivra le choix d'un tableau de trente mille francs pourra être remplacé, s'il plait ainsi à Mr. Coûteaux, par deux tableaux d'une valeur ensemble de quinze mille francs et dont l'un sera exécuté durant l'année qui suivra immédiatement l'exécution d'un tableau de trente mille francs et le second l'année suivante.

La réduction sur la valeur de chacun de ces tableaux aura lieu dans la proportion d'un tiers, ainsi qu'il est dit ci dessus art. 2.

Art. 6

La présente convention, sans que cela puisse être interprété dans un sens absolu, demeurera confidentielle. De même toute renonciation par Mr. Coûteaux à l'un des tableaux qui lui aurait été destiné, restera essentiellement confidentielle.

Art. 7

La présente convention stipulant douze tableaux en douze ans prendra cours le premier Janvier 1866.

Art. 8

Le décès de l'un des contractants mettra fin immédiatement et de plein droit à la présente convention sans qu'il soit besoin d'aucune signification ou formalité quelconque.

Fait et signé en double à Bruxelles le 15 mai 1800 soixante cinq.

approuvé l'écriture

G. Coûteaux

approuvé l'écriture

H. Leys

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a book-length study on the Belgian painter Henri Leys.

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## Notes

- [1] “La Bourse des tableaux,” *L’Art moderne* 7, no. 31 (1887): 244.
- [2] “Les peintures de Willems, le peintre Belge, ont perdu 90 p. %; ce qui se vendait il y a vingt ans, 15,000 francs, trouve difficilement preneur à 1,500. Il en est ainsi de Gallait, ce qui valait 2,000 est tombé à 500. Les Portaels, Kolba, G. de Jonghe, Verlat, Notta, Wauters ont également subi une dépression de 75 à 80 p. %.” Quoted in “La Bourse des tableaux,” 244.
- [3] “Désormais on les traite comme des valeurs de bourse et on les négocie comme les fonds espagnols et les fonds turcs. Il y a des crises de tableaux, il y a des krachs de tableaux. Bientôt on les achètera fin courant et on les mettra en report. Et il y aura les valeurs véreuses et les vraies, les véreuses surtout. . . . Remarquez aussi le peu de bienveillance pour nos peintres. On traite leurs toiles comme un banquier israélite, intéressé dans les fonds allemands, traiterait les fonds russes.” “La Bourse des tableaux,” 240. On Jewish stereotypes in the art business, see Albert Boime, “Entrepreneurial Patronage in Nineteenth-Century France,” in *Enterprise and Entrepreneurs in Nineteenth and Twentieth-Century France*, ed. Edward C. Carter II, Robert Forster and Joseph N. Moody (Baltimore, MD: The Johns Hopkins University Press, 1976), 166, 185–87.
- [4] Lukas Fuchsgruber, “The Hôtel Drouot as the Stock Exchange for Art: Financialization of Art Auctions in the Nineteenth Century,” *Journal for Art Market Studies* 1, no. 1 (2017): 34–46.
- [5] Nicholas Green, “Circuits of Production, Circuits of Consumption: The Case of Mid-Nineteenth-Century French Art Dealing,” *Art Journal* 48, no. 1 (1989): 32; Richard Thomson, “Theo van Gogh: An Honest Broker,” in *Theo van Gogh 1857–1891: Art Dealer, Collector and Brother of Vincent*, ed. Chris Stolwijk and Richard Thomson (Zwolle, Netherlands: Waanders, 1999), 67–68. Speculation in art can be traced back to at least the Restoration. See Marie-Claude Chaudonneret, “Collectionner l’art contemporain (1820–1840): L’exemple des banquiers,” in *Collections et marché de l’art en France 1789–1848*, ed. Monica Preti-Hamard and Philippe Sénéchal (Rennes, France: Presses Universitaires de Rennes, 2005), esp. 275–76.
- [6] Harrison C. White and Cynthia A. White, *Canvases and Careers: Institutional Change in the French Painting World* (Chicago: The University of Chicago Press, 1993).
- [7] An exception is the case of Giuseppe de Nittis. See Paolo Serafini, “La Maison Goupil et les artistes italiens: De l’identification des tableaux répertoriés aux livres comptables, à l’histoire du goût et de la collections: Une des lectures possibles,” in *La Maison Goupil et l’Italie: Le Succès des peintres italiens à Paris au temps de l’impressionnisme*, ed. Paolo Serafini (Milan, Italy: Silvana Editoriale, 2013), 20–21; Agnès Penot, *La Maison Goupil: Galerie d’art internationale au XIXe siècle* (Paris: Mare & Martin, 2017), 167 ff. The contract between Jean-François Millet and the dealer Arthur Stevens has also been published: Etienne Moreau-Nélaton, *Millet raconté par lui-même* (Paris: Henri Laurens, 1921), 2:69 ff.
- [8] Almost 1,000 letters by Coûteaux have been preserved, the bulk at the archives of the Royal Museum of Fine Arts of Belgium, in Brussels [hereafter RMFAB]. Coûteaux’s operations in the Belgian and international art market have been discussed at some length, but the specific contractual arrangements have received only limited attention. See Jan Dirk Baetens, “Vanguard Economics, Rearguard Art: Gustave Coûteaux and the Modernist Myth of the Dealer-Critic System,” *Oxford Art Journal* 33, no. 1 (2010): 25–41; Jan Dirk Baetens, “Artful Business: Henri de Braekeleer (1840–1888) and Gustave Coûteaux (1815–1873),” *Antwerp Royal Museum Annual* (2006 [2008]): 26–41.
- [9] “la toison incessamment tondue et toujours fertile, prête à se laisser tondre de nouveau.” D., “Une Idée,” *La Fédération artistique* 2, no. 28 (1874–75): 235–36.
- [10] “Avoir fini à temps! Un contrat à forfait! Voilà où la célébrité naissante, la renommée à peine venue avaient conduit mon ami. Plus d’étude; plus d’exposition; travailler pour avoir fini, vendre son nom, enfin! Et tout cela [sic], pour un prix magnifique! . . . Triple niais qu’il est! Un prix magnifique! . . . Mais ne sait-il pas que le traitant à qui il s’est vendu pour trois ans vendra ses tableaux trois fois plus chère [sic] qu’il ne les lui paie?” D., “Une Idée,” 235–36.
- [11] “Peintres et marchands,” *La Fédération artistique* 2, no. 36 (1874–75): 302–3.

- [12] “Des billets pris à une loterie, dont le tirage n’aura peut-être jamais lieu.” “Peintres et marchands,” 302–3.
- [13] “Depuis que la spéculation s’est emparée du commerce des tableaux, les artistes dignes de ce nom font généralement d’excellentes affaires. Jamais l’art n’a été côté plus haut, jamais les peintres et les sculpteurs, soit-disant exploités, n’ont vendu davantage; jamais les amateurs, soit-disant surfaits, ne se sont montrés plus avides d’œuvres de choix.” “Peintres et marchands,” 302–3.
- [14] White and White, *Canvases and Careers*.
- [15] David W. Galenson and Robert Jensen, “Careers and Canvases: The Rise of the Market for Modern Art in Nineteenth-Century Paris,” in *Current Issues in Nineteenth Century Art, Van Gogh Studies*, vol. 1 (Zwolle, Netherlands: Waanders, 2007), 146–47, 158–59. See also Baetens, “Vanguard Economics, Rearguard Art.”
- [16] Penot, *La Maison Goupil*, 165; Paolo Serafini, “Archives for the History of the French Art Market (1860–1920): The Dealers’ Network,” *Getty Research Journal* 8 (2016): esp. 111–16.
- [17] On the situation in Germany, see Robin Lenman, “Painters, Patronage and the Art Market in Germany 1850–1914,” *Past and Present* 38, no. 123 (1989): 124. On the situation in the Netherlands, see Annemieke Hoogenboom, *De stand des kunstenaars: De positie van kunstschilders in Nederland in de eerste helft van de negentiende eeuw* (Leiden, Netherlands: Primavera, 1993), 146; Annemieke Hoogenboom, “Art for the Market: Contemporary Painting in the Netherlands in the First Half of the Nineteenth Century,” *Simiolus: Netherlands Quarterly for the History of Art* 22, no. 3 (1993–94): 135–36; Chris Stolwijk, *Uit de schilderswereld: Nederlandse kunstschilders in de tweede helft van de negentiende eeuw* (Leiden, Netherlands: Primavera, 1998), 199.
- [18] Robert Jensen, *Marketing Modernism in Fin-de-Siècle Europe* (Princeton, NJ: Princeton University Press, 1994), 52.
- [19] For a documented case, see Fae Brauer, “Dealing with Cubism: Daniel-Henry Kahnweiler’s Perilous Internationalism,” in *Dealing Art on Both Sides of the Atlantic, 1860–1940*, ed. Lynn Catterson (Boston: Brill, 2017), 133.
- [20] Linda Whiteley, “Accounting for Tastes,” *Oxford Art Journal* 2, no. 2 (1979): 27.
- [21] Moreau-Nélaton, *Millet*, 2:71–73; Paul Durand-Ruel, *Memoirs of the First Impressionist Art Dealer (1831–1922)* (Paris: Flammarion, 2014), 29.
- [22] Durand-Ruel, *Memoirs*, 52, 93.
- [23] Christiane Lefebvre, *Alfred Stevens 1823–1906* (Paris: Brame & Lorenceau, 2006), 156–65; Ingrid Goddeeris, “De drie broers Stevens: Over twee tentoonstellingen in 1850 en 1880,” in *Alfred Stevens: Brussel 1823—Parijs 1906* (Brussels: Mercatorfonds, 2009), 191.
- [24] Durand-Ruel, *Memoirs*, 37; Nancy Yeide, “Hector Brame: An Art Dealer in Nineteenth-Century Paris,” *Apollo* 147, no. 433 (1998): 42.
- [25] Durand-Ruel, *Memoirs*, 94, 188.
- [26] Yeide, “Hector Brame,” 43 n29.
- [27] Yeide, “Hector Brame,” 42.
- [28] Serafini, “Archives for the History of the French Art Market,” 111–14.
- [29] Thomson, “Theo van Gogh,” 76; Hélène Lafont-Couturier, “Mr Gérôme Works for Goupil,” in *Gérôme & Goupil: Art and Enterprise* (Paris: Réunion des Musées Nationaux, 2001), 13–29.
- [30] J. F. Heijbroek and E. L. Wouthuysen, *Portret van een kunsthandel: De firma Van Wisselingh en zijn compagnons 1838–heden* (Zwolle, Netherlands: Waanders, 1999), 93.
- [31] Many thanks to Emilie Berger (ULB/Musée Rops) for alerting me to this and for allowing me to quote from her PhD dissertation. See Emilie Berger, “Les Artistes de la Société Libre des Beaux-Arts: Posture collective et carrières individuelles dans le monde de l’art en Belgique (1860–1880)” (PhD diss., Université Libre de Bruxelles, 2019), 350. See also Jules Du Jardin, *L’Art flamand: Les Artistes contemporains* (Brussels: Arthur Boitte, 1899), 51. On the Van Roye brothers, see Berger, “Les Artistes,” 350–52.
- [32] Vern G. Swanson, *The Biography and Catalogue Raisonné of the Paintings of Sir Lawrence Alma-Tadema* (London: Garton, 1990), 29–30.
- [33] Ineke Bruynooghe, *Het oeuvre van Portielje: Jan, Gerard, Edward* (Roeselare, Belgium: Crea, 2001), 113.
- [34] Pol De Mont, *Koppen en busten: Aanteekeningen over de kunstbewegingen van dezen tijd* (Brussels: H. Lamertin, 1903), 76.

- [35] Paolo Serafini, “La Maison Goupil,” 34–35.
- [36] Paul Nicholls, “Marketing en direct: Goupil et les artistes italiens au Salon (1870–1884),” in *La Maison Goupil et l’Italie*, 81.
- [37] Penot, *La Maison Goupil*, 165; Thomson, “Theo van Gogh,” n59.
- [38] Mayken Jonkman, “Frederik Hendrik Kaemmerer: De lieveling van de kunstmarkt,” in *Nederlanders in Parijs 1789–1914*, ed. Mayken Jonkman (Bussum, Netherlands: Thoth, 2017), 131–47.
- [39] Berger, “Les Artistes,” 352.
- [40] Thomson, “Theo van Gogh,” 137.
- [41] Galenson and Jensen, “Careers and Canvases,” 146, 159.
- [42] Jean-Joseph Goux, *L’Art et l’argent: La Rupture moderniste, 1860–1920* (Paris: Blusson, 2011), 35.
- [43] For more biographical information on Coûteaux and a brief overview of his impressive record as an art dealer, see Baetens, “Vanguard Economics.”
- [44] On the origins of the new financial strategies of dealers, see Nicholas Green, “Dealing in Temperaments: Economic Transformation of the Artistic Field in France during the Second Half of the Nineteenth Century,” *Art History* 10, no. 1 (1987): 67.
- [45] Letter from Alfred Stevens to Gustave Coûteaux, June 8, 1862, unnumbered, Correspondance d’artistes, Archives of Gustave Coûteaux, Archives RMFAB [hereafter Archives of Gustave Coûteaux]; and letter from Auguste Willems to Gustave Coûteaux, September 11, 1864 [?], unnumbered, Correspondance d’artistes, Archives of Gustave Coûteaux.
- [46] Letter from Auguste Willems to Gustave Coûteaux, February 2, 1866, unnumbered, Correspondance d’artistes, Archives of Gustave Coûteaux.
- [47] Letter from Joseph Dyckmans to Gustave Coûteaux, April 22, 1849, unnumbered, Correspondance d’artistes, Archives of Gustave Coûteaux. This practice was also widespread. Rosa Bonheur, for instance, probably gave a right of first refusal to the Tedesco brothers. See Serafini, “Archives for the History of the French Art Market,” 114.
- [48] Letter dated March 12, 1855, published in Emile Lefèvre, *Joseph Lies: Sa vie, ses œuvres, ses écrits et ses juges* (Antwerp: Jos. Theunis, 1888), 433.
- [49] Letter dated March 15, 1855, published in Lefèvre, *Joseph Lies*, 434–35.
- [50] Lefèvre, *Joseph Lies*, 435, 495–96.
- [51] Letter from Joseph Lies to Gustave Coûteaux, April 21, 1864, unnumbered, File Joseph Lies, Archives of the Royal Museum of Fine Arts, Antwerp, Belgium; Letter from Coûteaux to Lies, April 29, 1864, published in Lefèvre, *Joseph Lies*, 436.
- [52] Jean F. Buyck, *Fr. Lamorinière (1828–1911)* (Schoten, Belgium: Paeshuys, 1974), n.p.
- [53] For a detailed discussion, see Baetens, “Artful Business.”
- [54] Agreement between Gustave Coûteaux and Henri De Braekeleer, February 14, 1870, 5; agreement between Coûteaux and De Braekeleer, January 21, 1871, 2; and agreement between Coûteaux and De Braekeleer, June 18, 1871, 3, File Henri De Braekeleer, Archives of Gustave Coûteaux.
- [55] “Le second soussigné exécutera des tableaux d’après les sujets et les dimensions indiquées par M. Coûteaux, mais en interprétant les compositions avec toute l’indépendance nécessaire à l’artiste. Pour mieux comprendre la pensée des contractants tel sujet indiqué par le premier soussigné sera composé par le second soussigné d’après son sentiment artistique.” Agreement between Coûteaux and Henri De Braekeleer, June 18, 1871, 3, File Henri De Braekeleer, Archives of Gustave Coûteaux.
- [56] Agreement between Gustave Coûteaux and Henri Leys, December 9, 1841, I.33, File Henri Leys, Archives of Gustave Coûteaux.
- [57] The agreement mentions that it annuls all prior agreements, but this clause may relate to oral arrangements rather than to an actual written agreement, of which no trace can be found.
- [58] Agreement between Gustave Coûteaux and Henri Leys, November 8, 1843, I.7, File Henri Leys, Archives of Gustave Coûteaux.
- [59] Agreement between Gustave Coûteaux and Henri Leys, January 3, 1845, I.6, File Henri Leys, Archives of Gustave Coûteaux.
- [60] Agreement between Gustave Coûteaux and Henri Leys, July 2, 1848, I.1, File Henri Leys, Archives of Gustave Coûteaux.



- [61] Agreement between Gustave Coûteaux and Henri Leys, November 7, 1856, I.2, File Henri Leys, Archives of Gustave Coûteaux.
- [62] “[Leys] s’engage à ne vendre des tableaux qu’aux amateurs, sans l’intermédiaire de marchands de tableaux et à plus forte raison s’engage-t-il à ne point en vendre à ces derniers, ni aux personnes qui quoique non patentées dans cette partie, vendent habituellement des tableaux.” Agreement between Gustave Coûteaux and Henri Leys, November 7, 1856, I.2, File Henri Leys, Archives of Gustave Coûteaux.
- [63] Agreement between Gustave Coûteaux and Henri Leys, May 31, 1860, I.3, File Henri Leys, Archives of Gustave Coûteaux.
- [64] Agreement between Gustave Coûteaux and Henri Leys, May 15, 1865, I.4, File Henri Leys, Archives of Gustave Coûteaux.
- [65] Many of these elements recur in arrangements between other dealers and their artists. See, for instance, on the importance of the dimensions of commissioned paintings: Thomas M. Bayer and John R. Page, *The Development of the Art Market in England: Money as Muse, 1730–1900* (London: Pickering & Chatto, 2011), 68; Brauer, “Dealing with Cubism,” 133; and Stolwijk, *Uit de schilderswereld*, 214.
- [66] “Peintres et marchands,” 303.
- [67] Letter from Auguste Willems to Gustave Coûteaux, September 28, 1864, unnumbered, Correspondance d’artistes, Archives of Gustave Coûteaux.
- [68] Edmond About, *Salon de 1864* (Paris: Librairie de L. Hachette et Cie, 1864), 1–2.
- [69] “Les intermédiaires qui paient un tableau cinq cents francs pour le revendre cinq mille, occupent aussi dans les arts une place importante, mais la troisième, s’il vous plaît.” About, *Salon de 1864*, 1–2.
- [70] Baetens, “Vanguard Economics,” 34.
- [71] Letter from Henri Leys to Gustave Coûteaux, April 14, 1860, III.125, File Henri Leys, Archives of Gustave Coûteaux.
- [72] Letter from Gustave Coûteaux to Baron Goethals, May 25, 1855, III.11, File Henri Leys, Archives of Gustave Coûteaux. The dimensions of the *Thirty-Day Mass* do not correspond with the dimensions of any of the paintings listed in the agreement of 1848. The largest and most expensive painting included in the agreement, however, was paid no more than 7,000 francs and measured 149 by 119 centimeters (58.6 x 46.9 inches), far more than the *Thirty-Day Mass*. See Agreement between Gustave Coûteaux and Henri Leys, July 2, 1848, I.1, File Henri Leys, Archives of Gustave Coûteaux.
- [73] Agreement between Gustave Coûteaux and Henri Leys, May 31, 1860, I.3, File Henri Leys, Archives of Gustave Coûteaux.
- [74] Letter from Henri Leys to Gustave Coûteaux, December 10, 1860, III.112; and letter from Leys to Coûteaux, December 19, 1860, III.110, File Henri Leys, Archives of Gustave Coûteaux.
- [75] “tu vois que je tire autant que possible le drap à moi et que cependant je ne serai qu’à moitié couvert.” Letter from Henri Leys to Gustave Coûteaux, April 6, 1849, II.80, File Henri Leys, Archives of Gustave Coûteaux.
- [76] Letter from Henri Leys to Gustave Coûteaux, November 15, 1860, III.115, File Henri Leys, Archives of Gustave Coûteaux.
- [77] Letter from Henri Leys to Gustave Coûteaux, November 29, 1863, III.205; and letter from Leys to Coûteaux, December 5, 1863, III.204, File Henri Leys, Archives of Gustave Coûteaux.
- [78] Letter from Henri Leys to Gustave Coûteaux, April 17, 1854, II.278, File Henri Leys, Archives of Gustave Coûteaux.
- [79] Letter from Henri Leys to Gustave Coûteaux, October 21, 1845, I.186, File Henri Leys, Archives of Gustave Coûteaux.
- [80] “S’ils s’enrichent, non sans peine, croyez-le bien, ils jettent, en général, de la poudre d’or sur les peintres.” Alfred Stevens, “Les Artistes et les marchands,” *L’Art moderne* 12, no. 36 (1892): 286.
- [81] Letter from Henri Leys to Gustave Coûteaux, January 4, 1845, I.172, File Henri Leys, Archives of Gustave Coûteaux.
- [82] Letter from Henri Leys to Gustave Coûteaux, January 5, 1845, I.173, File Henri Leys, Archives of Gustave Coûteaux.
- [83] Boime, “Entrepreneurial Patronage,” 187–91.

- [84] Letter from Henri Leys to Gustave Coûteaux, December 10, 1856, III.43, File Henri Leys, Archives of Gustave Coûteaux.
- [85] Letter from Alfred Stevens to Gustave Coûteaux, [1862], unnumbered, Correspondance d'artistes, Archives of Gustave Coûteaux.
- [86] Letter from Henri Leys to Gustave Coûteaux, November 11, 1849, II.72, File Henri Leys, Archives of Gustave Coûteaux.
- [87] Compare the price of 27,000 francs for *Margaret of Austria Received by the Guild of Arquebusiers*, for instance, with the top auction prices obtained in 1875 for paintings by contemporary artists in Léa Saint-Raymond, "The Auction Sales of Paintings, Drawings and Sculptures in Paris (1831–1925): Artists, Hammer Prices and Purchasers," Harvard Dataverse, V2, accessed on November 10, 2019, [doi:10.7910/DVN/UJHPZH/4NIPQU](https://doi.org/10.7910/DVN/UJHPZH/4NIPQU).
- [88] "Trainons [*sic*] la chaine [*sic*] de notre jeunesse qui était assez légère à vingt six [*sic*] ans mais qui à cinquante commence à peser, n'était ce que l'idée de ne pas être libre." Letter from Henri Leys to Gustave Coûteaux, November 29, 1863, III.205, File Henri Leys, Archives of Gustave Coûteaux.
- [89] "une procession d'amoureux qui ne décident jamais à . . . la demande en mariage." Anonymous art dealer, "Les Marchands de tableaux," *La Fédération artistique* 7, no. 1 (1879–80): 6.
- [90] Penot, *La Maison Goupil*, 46.
- [91] Stevens, "Les Artistes et les marchands," 286; Bayer and Page, *The Development of the Art Market in England*, 173.
- [92] Letter from Henri Leys to Gustave Coûteaux, n.d., III.74, File Henri Leys, Archives of Gustave Coûteaux.
- [93] "Est-ce là ta sollicitude, tes soins, qui s'ils ne me rapportent pas le bien être matériel, devaient au moins m'assurer la tranquillité morale." Letter from Henri Leys to Gustave Coûteaux, n.d., I.12, File Henri Leys, Archives of Gustave Coûteaux.
- [94] Letter from Henri Leys to Gustave Coûteaux, December 5, 1863, III.204, File Henri Leys, Archives of Gustave Coûteaux.
- [95] "Enfin en vu de nos anciennes relations je voudrais t'avantager tellement que tu m'aiderais de tes conseils pour tirer le plus de fruits possible de mon talent sans que cela nuise à tes intérêts." Letter from Henri Leys to Gustave Coûteaux, December 5, 1863, III.204, File Henri Leys, Archives of Gustave Coûteaux.
- [96] August Snieders, *Over tentoonstellingen: Uit het Handelsblad saamgelezen door Jul. Persyn* (Antwerp: Voor God en 't volk, 1925), 143.
- [97] On Coûteaux's use of the press, see Baetens, "Vanguard Economics," 34–35.
- [98] Henri Garnier, "Les Coulisses de la tableaumanie: Chambrier le client," *L'Art moderne* 12, no. 38 (1892): 302–03.
- [99] Garnier, "Les Coulisses de la tableaumanie: Clouer un tableau," *L'Art moderne* 12, no. 49 (1892): 381–82.
- [100] Anonymous art dealer, "Les Marchands de tableaux," 6.
- [101] Penot, *La Maison Goupil*, 284 ff; Serafini, "Archives for the History of the French Art Market," 114.
- [102] Jan Dirk Baetens and Dries Lyna, "The Education of the Art Market: National Schools and International Trade in the 'Long' Nineteenth Century," in *Art Crossing Borders: The Internationalisation of the Art Market in the Age of Nation States, 1750–1914*, ed. Jan Dirk Baetens and Dries Lyna (Leiden, Netherlands: Brill, 2019), 33–38; Lafont-Couturier, "Mr. Gérôme Works form Mr. Goupil," 20–21.
- [103] Boris I. Asvarisjtsj, *Peintures belges de l'Ermitage: Belgische schilders van de Hermitage* (Venice: Marsilio, 1999), 27–28.
- [104] "Bulletin artistique et littéraire," *Uylenspiegel: Journal des ébats artistiques et littéraires* 2, no. 31 (1857–58): 7.
- [105] Letter from Arthur Stevens to Gustave Coûteaux, September 19, 1857, unnumbered, Correspondance d'artistes, Archives of Gustave Coûteaux.
- [106] See, for example, Bayer and Page, *The Development of the Art Market in England*, 173–74; and Penot, *La Maison Goupil*, 296 ff.
- [107] M. E. Belpaire, *Edouard Huberti* (Antwerp: J. E. Buschmann, 1912), 12–14.
- [108] Letter from David Bles to Gustave Coûteaux, July 6, 1852, unnumbered, Correspondance d'artistes, Archives of Gustave Coûteaux.

- [109] Letter from Henri Leys to Gustave Coûteaux, October 15, 1841, I.67, File Henri Leys, Archives of Gustave Coûteaux; and letter from Ferdinand De Braekeleer to Coûteaux, June 22, 1863, unnumbered, Correspondance d'artistes, Archives of Gustave Coûteaux.
- [110] Letter from Henri Leys to Gustave Coûteaux, March 30, 1849, II.135, File Henri Leys, Archives of Gustave Coûteaux.
- [111] "je ne veux pas marier mon talent avec celui de De Noter." Letter from Henri Leys to Gustave Coûteaux, April 1, 1849, II.134, File Henri Leys, Archives of Gustave Coûteaux.
- [112] *Description des tableaux et dessins de la collection de M. Gustave Coûteaux, à Bruxelles* (Brussels: N.-J. Grégoir, 1849), 32; *Catalogue des tableaux des maîtres anciens et modernes des écoles flamande, française, hollandaise, etc. composant la collection de feu Adolphe Huybrechts*, auction cat., Antwerp, April 8–9, 1907, 15.
- [113] Patricia Mainardi, "The 19th-Century Art Trade: Copies, Variations, Replicas," *Van Gogh Museum Journal* 6 (2000): 70.
- [114] Pierre Vaisse, "Annexe sur l'image du marchand de tableaux pendant le XIXe siècle," *Romantisme* 13, no. 40 (1983): 86; Pamela Fletcher and Anne Helmreich, "The Periodical and the Art Market: Investigating the 'Dealer-Critic System' in Victorian England," *Victorian Periodicals Review* 41, no. 4 (2008): 340; Malcolm Warner, "Millais and the Market Place: The Crisis of the Late 1850s," in *The Rise of the Modern Art Market in London, 1850–1939*, ed. Pamela Fletcher and Anne Helmreich (New York: Manchester University Press, 2011), 231–32.
- [115] Examples abound. See, for instance, Lafont-Couturier, "Mr. Gêrôme Works for Mr. Goupil," 21; Penot, *La Maison Goupil*, 157–63.
- [116] See, for instance, letter from Henri Leys to Gustave Coûteaux, October 24, 1844, I.79, File Henri Leys, Archives of Gustave Coûteaux.
- [117] Letter from Auguste Willems to Gustave Coûteaux, October 4, 1864, unnumbered, Correspondance d'artistes, Archives of Gustave Coûteaux.
- [118] Anonymous art dealer, "Les Marchands de tableaux," 6.
- [119] Michael Moriarty, "Structures of Cultural Production in Nineteenth-Century France," in *Artistic Relations: Literature and the Visual Arts in Nineteenth-Century France*, ed. Peter Collier and Robert Lethbridge (New Haven, CT: Yale University Press, 1994), 25.
- [120] Alfred Stevens, *Impressions sur la peinture* (Paris: Libraire des Bibliophiles, 1886), 63–64.

## Illustrations



Fig. 1, Jules Géruzet, *Gustave Coûteaux*, 1860s. Carte de visite photograph. Collection of the Vauthier family, Brussels. Photo: author. [\[return to text\]](#)





Fig. 2, Florent Willems, *Marie de' Medici at the House of Rubens*, 1866. Unknown medium. Published in Charles F. Horne, ed., *Great Men and Famous Women: A Series of Pen and Pencil Sketches of the Lives of More than 200 Prominent Personages in History* (New York: Selmar Hess, 1894), n.p. [\[return to text\]](#)



Fig. 3, Henri Leys, *Marguerite d'Autriche reçue par la corporation des arquebusiers* (Margaret of Austria Received by the Guild of the Arquebusiers), 1860. Oil on panel. Royal Museum of Fine Arts, Antwerp. Artwork in the public domain; available from: <http://www.vlaamsekunstcollectie.be/>. [return to text]



Fig. 4, Henri Leys, *Courtyard of a Tavern*, ca. 1840–50. Unknown medium. Unknown location. Photo: © KIK-IRPA, Brussels. [\[return to text\]](#)





Fig. 5, David De Noter, with additions by Henri Leys, *Les Apprêts du festin* (The Preparations for the Feast), 1848. Oil on panel. Unknown location. Photo: © Antwerp, Erfgoedbibliotheek Hendrik Conscience. [\[return to text\]](#)