How Auction Sales of the Orphan Chamber Were Conducted

Normally, estates were divided among the heirs either in accord with the provisions of the testament of the deceased or, in the absence of a testament, according to the laws and regulations of the States of Holland and West Friesland. However, the rules of the Orphan Chamber allowed an exception to the division rule at the request of the surviving parent. He or she could request that “an act of sale (uytkoop)” be passed by the Chamber. By holding a sale, the surviving parent could make sure that the children would have enough money to pay for their wedding or for their coming of age.

Even if we include all the voluntary sales, only some of which were made at the request of guardians, there is only a record, in the Notebooks that have been preserved, of some 80-90 sales per year or about a third of the appearances before the Chamber (in the 1620s). This implies in turn that only 3 to 5 percent of the estates of inhabitants leaving minor heirs were put up at auction. We do not know whether this low proportion was due mainly to the will of testators to exclude the Orphan Chamber from handling their estate, to the poverty of most deceased persons who simply did not have enough assets to warrant a sale, to the decision of surviving parents to divide the estate among the heirs without resorting to a sale, or, in certain years, to the loss of records. There is some evidence that estates with numerous heirs, especially of different ages and marital status, were more likely to be sold at auction than those with one or two direct heirs (like a son and a daughter). Clearly, apportioning a sum of money among several heirs was easier than dividing up a large number of objects left in the estate among them.

Guardians, as we have seen, could request that the goods of their wards be sold at auction. In such cases, they could also bid at the sale, and they often did so. The value of their purchases was then generally subtracted from the net proceeds of the sale. This is the meaning of the clerk’s notation, in lieu of the buyer’s name, of the expression “at whose request” (tot wiens versoek), which was sometimes accompanied by the name of a relative of the deceased owner.

Whether or not the estates to be sold were appraised by sworn appraisers prior to a sale and the estimates used as points of departure for setting the prices at the sale, as has been argued by the respected archivist Isabella van Eeghen, is not altogether clear. In her account, which is not supported by any examples from archival records, appraisers first set firm prices based on their appraisals for all the items
that were to be sold at a sale (vastgestelde prijzen); these prices then served as a starting point for the bidding process, whether by opslag (English auction) or by afslag (Dutch auction). In the case of English auctions, Van Eeghen suggested, the auctioneer was not supposed to accept bids lower than these prices. I have seen no evidence confirming the existence of these minimum prices, which I am inclined to believe did not exist or, if they did, were not enforced. The Notebooks contain the records of a few sales that were made precisely at the prices set by appraisers, but then these were not auctions at all. For example, in a sale that took place in the first days of September 1618 of some of the goods belonging to the rich merchant Albert Symonsz. Jonckheijn (his other goods were sold at auction), some items were sold by the sworn appraisers Barbara Jacobs and Reym Thijs. “at the prices that had been set” (zijn verkocht voor de prijzen daerbij gestelt). It was furthered specified that the goods were to be sold “with and to the persons hereby present” (met ende aen de neffens staande personen). From the list of buyers, I interpret this to mean that only family members, guardians or other relatives were authorized to buy at such a sale. In any case, if minimum auction prices at regular auctions had been enforced, one would have expected that many items would have remained unsold. In fact, I found only 13 lots (out of nearly 13,000 in my sample) that were withdrawn from sale (opgehouden) and one of those was withheld “for the children”. If minimum prices had been imposed, we would have expected that hundreds, if not thousands, of lots would have remained unsold. It is also noteworthy that most of the pre-sale inventories of the Orphan Chamber that have survived do not contain prices at all.

I now begin a discussion of the two types of auction that were in common use in Amsterdam for household goods, including art works. In auctions of the English type, bids for a lot went up until no bidder was willing to bid a higher price. In Dutch-type auctions, the bidding for a lot started at a higher price than anyone was willing to pay. The lot was then offered for successively lower prices until, at some price, someone put out his or her hand and said “mine”, thereby signifying his or her willingness to buy the lot at that price, and the bidding stopped. The auctioneer awarded the lot to the first person to “mijnen” (literally, say “mine”).

According to the 18th century historian Jan Wagenaar, the goods in the estates of orphans, both of whose parents had died, that were sold by auction by the Orphan Chamber went “to the highest bidder” (aan de meest biedende). I know of only one document dating from the period of the extant Notebooks that states explicitly that a painting was sold to the highest bidder. On 14 August 1634, an Amsterdam notary, acting at the request of the painter Frans Hals, called at the house of the bode Daniel Jansz. van Beuningen to lodge a complaint regarding a painting by (Hendrick) Goltzius which he, Hals, had bought at auction for 86 f. The sale had been held the preceding Thursday at the house of Emanuel Colijn, a bookseller and frequent buyer at auction, on the Dam (probably a voluntary sale at Colijn’s request). It had been advertised by handbills (biletten) as a sale to the highest bidder (meest biedende). After several inquiries as to whether anyone wished to bid more, the painting had been
knocked off to Hals. Since he had no money with him, he had gone to get some, leaving the painting in the care of Van Beuningen. When he had come back with the money, Van Beuningen had refused to deliver it to him. The notary lodged the protest with the wife of Van Beuningen in his absence. Eventually Van Beuningen himself announced that the painting was “with the doctor” (perhaps an underbidder who offered the auctioneer a higher price after the sale) and suggested that Hals should speak to him. Unfortunately, the record of this sale has not been preserved, and we have no way of knowing who the “doctor” was, or whether Hals ever got his painting.

We also have indirect evidence that lots were sold to the highest bidder at the Lucas van Uffelen sale of September 1639 that I cited in the first chapter: Joachim Sandrart informs us that he bid 3,400 f for the Raphael portrait of Castiglione, which was finally sold for 3,500 f to Alphonse Lopez. We know, besides, that spices, almonds, and spice-dealer’s equipment were sold to the highest bidder in an Orphan Chamber sale in 1625.

Nevertheless, it would seem that the auction masters could choose whether they wished to sell goods in a Dutch-type auction if they wished. There were often disputes among the second-hand dealers (uitdraagsters) as to who had said “mine” first. Although I could find no specific reference in the Notebooks of the Orphan Chamber about the auction master’s resort to this method, I am inclined to believe that the smaller auctions attended chiefly by second-hand dealers were of the Dutch type.

As already said, there are no contemporary descriptions of Orphan Chamber sales. The closest thing to a description of any auction sale that I can provide is the following deposition about an auction of porcelain that took place under the auspices of the United East Indies Company (V.O.C.) On August 22, 1624, a woman named Anthonyntje Willems, 50 years of age, declared at the request of Maria Abrahams that Maria, in the last sale of porcelain in the Boshuys (where V.O.C. sales were conducted), had turned over to her twelve large cups which she, Maria, sitting at the table (aende taefel sittende), had bought for 18 stuivers a piece and which she let her, Anthonyntje, have for 20 stuivers a piece. Anthonyntje had immediately paid Maria 20 stuivers per piece. She had seen how Maria had taken her profit (bate) and placed the money for her purchase in the spoon or ladle (lepel) and paid. The deposition was probably made because Maria Abrahams’s payment in the lepel had been questioned. This lepel was presumably a receptacle at the end of a handle, similar to those that are still used in Dutch churches to collect the offerings of the faithful. Why was Maria Abrahams sitting “at the table” while Anthonyntje Willems was not? In modern auctions, men and women “sitting at the table” are usually taking bids for other people or recording transactions. Did certain uitdraagsters or taxeersters have privileged access which permitted them to make exclusive bids and turn the goods over to resellers for a quick profit? In this instance, it is clear that Abrahams was expected to pay almost immediately, in contrast to Orphan Chamber sales where most buyers, including uitdraagsters, were given six-weeks credit.
Were auction sales organized by the Orphan Chamber competitive, and therefore “efficient” in the economic sense? Sources of inefficiency might be of two types: 1) collusion between or among different auction houses to maintain high charges on buyers and sellers and 2) collusion among buyers to purchase lots at lower than competitive prices.

Although there was little competition among different auctioneers in Amsterdam – each type of auction specialized in different goods – the charges levied, as we shall see presently, were so modest that they cannot have been a major source of inefficiency. Buyers paid no premium whatsoever (compared to contemporary auctions by major auction houses in New York where they pay 15 to 20 percent of the auction price, depending on the value of their purchase, plus sales taxes). Five percent of the proceeds were retained for “salary”, which the bode and the secretary of the Chamber shared equally.50 This division, as we shall see presently, sometimes led to disputes. There were, in addition, some minor expenses incurred by the auctioneer in organizing the auction that were deducted from the proceeds of the sale before the money was turned over to one of the guardians or the persons at whose request the sale was held. These expenses are unrecorded for most years. Exceptionally, in late 1602 and 1603, they were itemized for most sales.51 They included either 2 or 4 stuivers to the individual who went around town proclaiming the sale, probably with the accompaniment of a drum (omroepen); 12 stuivers to 1 gulden 10 stuivers for one to three days work in “setting up the table” (taeffel setten); and in some, but by no means all, of the sales, a sum that could go as high as 10 f for “opleggen”, which apparently referred to the costs of collecting the goods to be sold, any storage costs that may have been incurred, and the expenses in stacking up the goods.52 This charge, too, was sometimes accompanied by a notice of the number of days involved, normally one to three. Finally, in the case of more wealthy estate owners, whose inventories contained significant amounts of silver and gold, a few stuivers were charged for weighing these precious metals.

As we have just seen, the only charges we know about are those for relatively small auctions that took place in 1602-1603. These auctions were not important enough to justify the distribution of catalogues of their contents. However, for some very important auctions, even in the period covered by the Notebooks, catalogues were printed. None of these catalogues has survived. The only evidence we have of them is an occasional marginal inscription of a catalogue number, as in the case of the Gommer Spranger sale of February 1638.53 I will discuss the second potential source of inefficiency – collusion among buyers – presently.

In principle, according to a regulation of the Orphan Chamber dating back to 1507, goods bought at Orphan Chamber sales were paid in cash, but, in most years, the bode gave buyers six-weeks credit to pay.54 Buyers wishing to obtain credit had to get an individual known as a surety (borg) to guarantee payment in case he or she failed to pay. The name of the borg was supposed to be recorded in the register of the sale.55 This regulation was still in effect a century later. In fact, the borg was rarely cit-
ed by the clerk in any of the preserved notebooks for purchases of works of art. It was much more common in sales where expensive jewels or other precious objects were sold.

Because the boden of the Chamber did not always make sure that someone would guarantee the purchase, and buyers, especially uitdraagsters, frequently accumulated arrears, the boden sometimes were unable to pay the owners of the goods sold. In such cases, they were solely responsible – i.e., they did not in principle share the loss with the Chamber’s secretaries – for these payments. In March 1625, the male uitdraagster known as Groen Ridder declared bankruptcy. The boden Gerrit Jacobsz. Haringh and Jan Dircksz. van Beuningen requested that the secretaries share in the loss. The question was submitted to arbitration. The “good men” decided that Haringh would get a rebate of 200 f on the amounts he owed, but Van Beuningen would get none because he had already received a rebate of 212 f on a previous occasion.

If the boden advanced money to consigners before the auction, as we know they sometimes did, their exposure to financial risk becomes all the more obvious. We have already seen that the boden themselves, in order to hold their job, had to put up a sizable guarantee to make sure that sellers of goods would be paid. In at least one instance – that of Gerrit Jansz. Bock, who was bode from 1597 to 1603 – the financial difficulties faced by a bode forced him to give up his appointment.

In modern auctions of art works, dealers and other specialists in the trade frequently buy lots on behalf of clients. This was also probably the practice in the 17th century, but the evidence of its occurrence is very thin. In the Notebooks of sales that have survived, 22 lots were sold to individuals who acted on behalf of other buyers. Nine of these were lots bought by the painter François Venant for (voor) Isack van der Putt (or Putten) in a sale of 1635. Isack van der Putt seems to be identical with the young man of that name who was baptized on 3 August 1618 and would have been 17 years old in 1635. I have found other buyers who were as young as 16 or 17, including Leendert van Beyeren, the Rembrandt pupil, who apparently bought lots on his own account. Yet it seems likely in this case that Van der Putt was Venant’s pupil or his ward and that the older man was obligated to act in his stead. I was only able to find one instance of an uitdraagster explicitly buying for another person. This was Mary Andries who paid half a gulden in 1602 for a print of “Daniel in the Lion’s Den” which she had bought “for another”. Other instances concern relatives (a brother, a brother-in-law) buying for each other. In one instance, Van der Veene (no first name indicated) bought a lot for Vranck Coningh, whom I have not been able to identify. If I may judge from his apparent absence in the Amsterdam archives, Coningh may have been living out of town. It is quite possible that boden, who were fairly frequent buyers, in spite of the prohibition against the practice, purchased lots for clients, but I could not find a single instance where this was specifically mentioned.

Isabella van Eeghen, by carefully examining the records of the Jan Basse sale of March 1637, detected an instance where a buyer – it happened to be Rembrandt –
turned over lots that he apparently had in surplus (above his needs or his financial capacity) to other buyers.\textsuperscript{61} I will briefly summarize the evidence at this point, leaving the details for chapter 17. The auctioneer for the Jan Basse sale of 1637, Daniel Jansz. van Beuningen, had jotted down in back of the Notebook recording the sale some notes on three lots. The three lots – the first consisting of miscellaneous prints, the second of two prints, and the third of shells or volutes (\textit{horens}) – had been purchased by Rembrandt on March 14 (the first two lots) and on March 19 (the last lot). They were apparently turned over to Guillaume van Neurenburgh\textsuperscript{62} (the first and the third lot) and to the silversmith Adriaen ter Haer (the second lot), who were now responsible for payment (Van Neurenburgh owed 8 gulden, Ter Haer 5 gulden). The phenomenon of buyers cooperating with each other in the purchasing of lots brings to mind the possibility of collusion, the second source of inefficiency to which I have alluded. Already at the end of the 16th century, the regulations of the Orphan Chamber sought to prevent uitdraagsters from banding together to keep down prices and, for those taking part in these “rings”, from holding secondary auctions among themselves afterwards.\textsuperscript{63} It is significant in this connection that uitdraagsters dominated the small estate sales, usually held at the house of the deceased owner. When only a few of them (four or five) who knew each other well were present, it must have been easy to come to an agreement to hold down prices. This may be the reason why at least some of these small sales were (perhaps) conducted \textit{bij afslag} (according to the Dutch principle of downward bidding). In such an auction, any “spoiler” by putting out his or her hand when a price lower than the going market price for an item has been announced (but not as low as the price that members of the “ring” are trying to bring it down to) will stop the auction process for that item. In so doing, the spoiler obtains most of the difference between the going price and the final-bid price. This does not work so well in an English-type auction. For here, the would-be spoiler cannot stop the auction by “sudden death”. The designated buyer of the ring can bid up the item until the competitive price has been reached, thus depriving the spoiler of his or her spoil.

Isabella van Eeghen also thought she had uncovered some instances of collusion in the Gommer Spranger sale of February 1638.\textsuperscript{64} All but one of her examples are open to alternative explanations, but, as we shall see in chapter 17, a fairly compelling case can be made for the sale of a series of prints of the engraving of “\textit{De dromer}” (“The Dreamer”) (now called “Temptation of the Idler”) by Albrecht Dürer. My conclusion, however, is that if there was collusion here it was on a very small scale.

This example of a mild type of collusion is an exception that proves the rule: in important sales where there were many buyers who did not necessarily know each other, collusion was difficult to achieve.\textsuperscript{65}

The instance from the Jan Basse sale was one where prices were (apparently) held down. It was widely believed in the 17th century that there were also attempts to puff up auction prices above the competitive value of the objects sold. One famous instance involves Rembrandt who was said to have been paid 2 gulden 10 stuivers to attend the sale of the paintings of Jan Jansz. Uijl to raise their prices.\textsuperscript{66} But the entry in
the accounts of the attorney Trojanus de Magistris, who was dispensing the income available to Arent Jansz. Uijl and to his brother the still-life painter Jan Uijl, merely reads: “On 7 October 1637, paid to Jan Jansz. Uijl to go and attend the sale of his paintings with Rembrandt a rijcxdaelder f 2:10:--.”67 This says nothing about Rembrandt being rewarded for bidding up Jan Uijl’s paintings.68 There were also reports that Rembrandt bid up the prices of rare impressions of prints (leading to the large sums he paid for Lucas van Leyden prints),69 but there is no clear evidence that these prices were artificially high, in the sense that the underbidders would have been unwilling to pay prices close to those bid by Rembrandt. I am more impressed by a deposition of December 1668 (thus beyond the period of the Notebooks) in which the painter Gerrit van Battem made a declaration at the request of the painter Philips de Koninck concerning an auction of the prints and drawings left by the Rembrandt pupil Johannes Furnerius.70 According to Van Battem, De Koninck, who held a procuration from the heirs of Furnerius (and from Van Battem himself), had done everything in his power and in keeping with his obligation, to his cost and disadvantage, to bring the highest prices for the works that were sold.71 Unfortunately, it is not entirely clear what these words mean. Suppose De Koninck had bid up the prices of the prints and drawings. Why should this have been “to his cost and disadvantage”? Did he make bids that were so high that he was forced to acquire lots that he did not want? That would, in and of itself, imply that “puffing up” was a hazardous enterprise.

My impression, over all, is that collusion among buyers to keep prices down or to keep them up was rare, if it occurred at all, and that the auctions held by the Orphan Chamber were reasonably competitive.

In this chapter, I have had numerous occasions to distinguish the small estate sales, generally held at the house of the deceased, from the important estate and voluntary sales, which were held at the “Drie Hammetjes”, an inn on the Dam, or in the house of the auctioneer of the Orphan Chamber. Those that were held at the house of the deceased were attended more or less exclusively by uitdraagsters and the relatives of the late owner or owners; those that were held in the “Drie Hammetjes” and some of those held at the house of the auctioneer were attended by a broad public, consisting of art and book dealers, artists, and private buyers with some means.

After a summary of the extant records of auction results in the next chapter, I present in Chapter 4 a quantitative analysis of the relative importance of these different categories of buyers in my sample of 524 Orphan Chamber sales.