SUMMARY: The documents below are the petition of Henry Atslowe, son of the physician Edward Atslowe (d.1594) (sometimes spelled Astlowe), and the answer of Henry's mother, Frances Atslowe, and her son-in-law, Edward Francis. Luke Atslowe, the brother of Edward Atslowe, was Oxford's servant in the early 1570s (see Cecil Papers 160/74). According to the *Dictionary of National Biography*, Edward Atslowe married Frances Wingfield (d.1605) on 2 November 1573, and had six children by her. In her answer, Frances Atslowe states that she is Oxford's cousin-german, and that it was because of this relationship that Oxford had granted a lease of the manor of Downham at £32 per year to her husband, Edward Atslowe. It thus seems that Frances (nee Wingfield) Atslowe was a descendant of Sir Anthony Wingfield of Letheringham and his wife, Elizabeth Vere, sister of John de Vere (1499-1526), 14th Earl of Oxford. From the online edition of the *Oxford Dictionary of National Biography:*

Wingfield, Sir Anthony (b. before 1488, d. 1552), soldier and administrator, was born by 1488, the eldest son of Sir John Wingfield (d. 1509) of Letheringham, Suffolk, and his wife, Anne, daughter of John Tuchet, sixth Lord Audley. The Wingfields were a prominent Suffolk family: Humphrey Wingfield, Sir Richard Wingfield and Sir Robert Wingfield were Sir Anthony's uncles, and Sir John twice served as sheriff (1483 and 1497). Some time before 1520 Sir Anthony married Elizabeth, eldest daughter of Sir George Vere and sister of John de Vere, fourteenth earl of Oxford. They had at least ten children (seven sons and three daughters), and she eventually survived him.

By the time of this lawsuit in early 1599, Edward Atslowe had been dead for five years. He had died intestate, and his wife Frances had taken out letters of administration of the estate. The key issue raised in her son Henry Atslowe's petition is that several years prior to his death Edward Atslowe had assigned the lease of Downham to Leicester's brother, Ambrose Dudley (c.1530-1590), Earl of Warwick, and his wife Anne (1548/9-1604) (nee Russell) Dudley. Since Sir Anthony Wingfield (d.1552), was a descendant of Sir John Russell, it may be that the assignment of lease came about because of a family connection between Frances (nee Wingfield) Atslowe and Anne (nee Russell) Dudley. Henry Atslowe claims in his petition that the assignment was made in order to preserve the lease from Oxford's creditors. However since Edward Atslowe was a well known Catholic recusant, it may have been done to preserve his assets from the severe fines for recusancy which were in effect at the time.

From the entry for Edward Atslowe in the online edition of the *Oxford Dictionary of National Biography*:

Atslowe, Edward (d. 1594), physician, probably from Eversholt, Bedfordshire, was educated at Winchester College, and admitted BA at New College, Oxford, in 1555. After being elected to a fellowship at his college he was created MD at Oxford on 27 August 1566, and was one of the four doctors appointed by convocation to dispute before Queen Elizabeth I when she was entertained at the university in September of that year. Shortly afterwards Atslowe settled in London and was admitted a fellow of the College of Physicians; between 1569 and 1583 he was appointed censor and named elect and

consiliarius. On 2 November 1573 Atslowe married Frances Wingfield (d. 1605) at Stoke Newington; they had six children. Among his patients were many of the nobility, and he was probably attached for some years as physician to the household of the earl of Sussex. In 1572 Edward's brother, Luke, had been appointed by Edward de Vere, seventeenth earl of Oxford, as one of his four commissioners to conduct courts of survey of his lands; the Atslowes were soon after related to Oxford through Edward's marriage to Frances Wingfield.

Edward Atslowe was an ardent Catholic and supporter of Mary, queen of Scots. As early as December 1570 he paid her a visit at Tutbury. For many years it was alleged that he aided the earls of Arundel, Northumberland, and others, in a conspiracy to obtain assistance on her behalf from the continent, and in 1579 he was arrested on that charge, but released. In 1585 he was again sent to the Tower; but on being privately examined by the lord chancellor and other officials as to his relations with the papists, he vehemently denied having had any treasonable 'intelligence' with any of them. A spy of Mary's wrote to her, however, in July of the same year: 'I heare that Dr Atslowe was racked twice almost to the death in the Towre about the Earl of Arundell his matters and intentions to depart Englande, wherein he was betrayed' (Murdin, State Papers, 2.452). Atslowe was apparently released soon afterwards, as he attended to a son of the earl of Northumberland during a fatal illness in 1587.

Atslowe is described in a private letter as being 'newly deade' on 2 May 1594 and was buried in the parish church of Clerkenwell, Middlesex. His estate, worth £561 16s. 2d., was granted to his widow on 6 May 1594 and the earl of Arundel settled an annuity on her.

As mentioned in the ODNB, Edward Atslowe's brother, Luke Atslowe, was Oxford's servant in 1572. A lawsuit in Chancery in November 1574 concerns lands which Oxford had leased to Luke Atslowe while he was his servant, and which Luke Atslowe had subsequently assigned to his brother, Edward Atslowe (see TNA C 2/Eliz/A6/36).

In a letter from Venice dated 24 September 1575 Oxford mentions Luke Atslowe's reconciliation to the Catholic church:

Likewise I shall desire your Lordship that, whereas I had one Luke Atslowe that served, who now is become a lewd subject to her Majesty and an evil member to his country, which had certain leases of me, I do think, according to law, he leeseth them all to the Queen sith he is become one of the Romish church, and there hath performed all such ceremonies as might reconcile himself to that church, having used lewd speeches against the Queen's Majesty's supremacy, legitimation, government and particular life, and is here, as it were, a practiser upon our nation. Then this is my desire, that your Lordship, if it be so as I do take it, would procure those leases into my hands again, whereas I have understood by my Lord of Bedford they have hardly dealt with my tenants.

This letter establishes that the Jesuit Robert Parsons, Luke Atslowe and Oxford were in Italy at the same time since Parsons travelled to Rome in 1574 in the company of George Lewkenor and Luke Atslowe, and travelled back to Padua with them in early 1575 (see Edwards, Francis, *Robert Persons; The Biography of an Elizabethan Jesuit, 1546-1610* (St. Louis, Missouri: The Institute of Jesuit Sources, 1995), p. 12).

In 1584 Edward Atslowe purchased the manor of Downham from Oxford in the name of his son Henry (see TNA CP 25/2/132/1696/27ELIZIHIL, Item 29). As the owner of the manor, it would appear that Henry would receive the rent due under the lease. However it seems from his petition and his mother's answer to it that Henry wanted to get the lease itself into his possession so as to be able to obtain a better price for the reversion of the manor, which he wished to sell. Henry thus raised a number of what appear to be specious claims, including claims that his mother was under the influence of her son-inlaw, Edward Francis, and that Ambrose Dudley and his wife Anne might have reassigned the lease to either Henry Atslowe himself or to his father Edward Atslowe. In her answer Frances Atslowe states that after Ambrose Dudley's death his wife Anne had become solely possessed of the lease, and had the previous November assigned all her interest in it to Frances Atslowe. Frances Atslowe also defends herself against the charges made in her son Henry's petition about her administration of her late husband's estate and her financial provision for her other sons and daughters. The outcome of this family quarrel is unknown, but it would appear that Henry Atslowe's allegations could not be substantiated, and that the Court would have been unlikely to have made any order on his behalf.

It seems possible that the Jesuit priest known as Edward Wingfield was the son of Frances (Wingfield) Atslowe:

http://books.google.ca/books?id=w6hlAAAAMAAJ&pg=PA134&lpg=PA134&dq=%2B wingfield+%2Bastlow&source=bl&ots=AZmT4KvaiV&sig=W7klDFM2IGLhC91F8FP B6-kZV4Y&hl=en&ei=uOuySo-

tOY3QtAPy89nQDA&sa=X&oi=book_result&ct=result&resnum=1#v=onepage&q=%2Bwingfield%20%2Bastlow&f=false

Records of the English Province of the Society of Jesus, Vol. I, First Series, by Henry Foley, S.J., (London: Burns and Oates, 1877), p. 134:

Father Wingfield is here called by his alias or by-name. His real name was Edward Astlow, or Astley, and he was very generally known as Edward Alecamp. He entered the English College, Rome, as an alumnus of the Holy Father, in the name of Edward Alecamp (vero nomine Astley or Astlow), aged about twenty-one, on the 9th of October, 1605. After receiving some of the minor orders, he entered the Society in the month of November, 1608, and, as the Diary of the College says, "distinguished for virtue and learning." On entering the College he gives the following short autobiographical account of himself: -- "My mother's name was Frances Wingfield. I was born towards the end of the year 1584 in London, and was educated in Essex. The condition of my parents and chief friends is not wealthy. I have two brothers and three sisters, all

Catholics, as are also my relations. I was a Protestant until fifteen years old, and brought back to the Catholic faith by a relative, and reconciled to the Church by Father Roger Filcock [the martyr], by whose assistance I was sent from England 'to St. Omer's College.]". In 1614 he was at the new College S.J. of Liege, and for some years subsequently filled the office of Procurator at Rome. At the time of the "Clerkenwell Dicovery" he was acting as Socius to Father Richard Blount the Provincial. He died at the College of Ghent (the house of Tertian) February 6, 1646.

See also:

http://books.google.ca/books?id=S11eT7-

DL5sC&pg=PA76&lpg=PA76&dq=%22edward+astlow%22&source=bl&ots=aZeKLm XukM&sig=wXOTtkyTv5DruI63cOQiQeKgocs&hl=en&ei=3u6ySvatOIrIsAOcyrCeDQ &sa=X&oi=book_result&ct=result&resnum=4#v=onepage&q=%22edward%20astlow% 22&f=false

One enigmatic priest, Edward Astlow, deserves a mention in this section.

xxj die Ianuarij 1598 [=21 day of January 1599]

To the right honourable Sir Thomas Egerton, knight, Lord Keeper of the Great Seal of England

Most humbly complaining showeth unto your good Lordship your daily orator Henry Atslowe of London, gentleman;

That whereas one Edward Atslowe, doctor of physic and father unto the said Henry, now deceased, was in his lifetime possessed of a lease of the manor of Downham with the appurtenances in Downham in the county of Essex for many years yet enduring by the demise and grant of the right honourable Edward de Vere, Earl of Oxenford, upon which foresaid demise and grant there was thirty pounds per annum reserved and yearly payable unto the said Earl and his heirs;

And whereas also afterwards the said Edward Atslowe, having an intention to buy the inheritance of the said manor which as he then feared was subject to some encumbrances which was worth two hundred marks by year over and above the rent reserved, for saving the said lease from drowning and for more surety that the said lease might still continue to his posterity and for the better preservation of the estate of himself and his heirs, did assign and set over in trust the said lease and term of years without any consideration taken unto the right honourable Ambrose, late Earl of Warwick, and Dame Margaret [sic], his wife, for such intents and purposes as before are rehearsed or to the same in effect and substance;

And whereas also afterwards the said Edward, your orator's father, having bought the said manor in the name of Henry, his son, and being possessed of divers other leases for many years yet enduring worth over and above the yearly rents he paid for them six score pounds by the year during the continuance of the said terms, and whereas also he was possessed of divers other goods to the full value of six hundred pounds or thereabouts, and being so possessed of the foresaid leases and goods died without any will making and leaving six children behind him unprovided for, now, may it please your good Lordship, Frances, the wife of the said Edward and mother unto your said orator, by the instigation and procurement of one Edward Francis doth not only seek to take out a letter of administration in her own name without joining your said orator or any other of his brothers and sisters with her, but also the said Edward Francis hath caused her to get into her hands and to her use the foresaid lease of the manor of Downham, which after your Lordship's orator his father had purchased, the manor was always intended by him and meant to the use of your said orator albeit remaining still assigned to the honourable personages which are before named;

And yet, may it please your good Lordship, the said Edward not contented herewithal, but still seeking how in the end the said lease of the manor of Downham might come unto his own hands and possession, hath many ways abused the good nature of your orator's said mother by procuring her to fall out (without just cause) with your said orator, whom before she entirely loved, and by many other cunning shifts and subtile devises hath practised and persuaded her to let him have her interest therein, which if he should obtain by colour of that pretended title in the said lease, and by reason also that he knoweth that your said orator hath but this thirty pounds by the year, being the ancient rent of the manor of Downham, to maintain himself, his wife, and family withal, he hopeth in the end to the utter overthrow of your poor orator either to make him lead a needy and penurious life or else to enforce him to sell the inheritance of his lands for such rates and prices as in manner shall stand with the good liking of the said Edward Francis to set down, and for the better compassing also of these his sinister devises, against all law and good conscience he hath persuaded your orator's said mother to keep from him the evidences and writings which concern the said manor of Downham, to the great prejudice and hindrance of the inheritance of your said orator;

For the avoiding of all which mischiefs that otherwise are like to fall upon him, and for the good of his mother whose welfare with his heart he tendereth and whose favour upon his knees he desireth, and for the better provision also of his brothers and sisters whom he heartily loveth, his most humble suit unto your good Lordship is that the said Frances, his mother, may be convented before your good Lordship and that his said mother may be sufficiently provided for, and that his brothers and sisters who now stand altogether upon uncertain terms may be assured of something, and that lastly himself, his name and family, for the continuance whereof your orator's said father travailed and took great pains, in such manner and sort may be upholden and relieved as by your Honour's great wisdom and indifferency shall be set down and thought convenient, and for the more speedy and better effecting hereof and for the cutting of all suits and unkindnesses which are already grown or which may hereafter grow between his mother and himself and the rest of his brothers and sisters, and for that also by the ordinary course of the common

laws of this realm he hath no other remedy to come by his said writings, neither yet to settle these things in a good and godly course, but is driven to appeal unto your good Lordship for justice and indifferency in this case, and because the true intention of the father of your orator to what end he first assigned the said lease of Downham as aforesaid and to what purpose he did leave the same after the purchase of the manor is well known to your orator's said mother, and he hopeth that your Lordship's said orator his mother will answer truly her knowledge concerning the same upon her oath, and if any reassignment were thereof made at any time to his said father deceased or any other to the use of him or to your orator or in whom the interest of the now lease remaineth, which to compel her unto your orator hath no remedy by ordinary course of the common law, and hath no remedy for the writings and evidences for that the said writings and evidences are neither in box sealed or chest locked, neither doth he know the dates of the same, may it therefore please your good Lordship to grant unto your orator her Majesty's most gracious writ of subpoena to the said Frances Atslowe and Edward Francis to be directed, thereby commanding them and either of them at a certain day and under a certain pain by your Lordship to be appointed personally to be and appear before your Lordship in her Majesty's most High Court of Chancery then and there to answer the premises, and further to stand to and abide such order and direction therein as to your Lordship shall seem best to stand with equity and good conscience, and your orator as is his bounden duty shall daily pray to God for your good Lordship in much health and honour long to continue.

Iurati xxixo Ianuarij 1598 [=Sworn on 29th January 1599]

The joint and several answers of Frances Atslowe, widow, and Edward Francis, esquire, defendants, to the bill of complaint of Henry Atslowe, gentleman, complainant.

The said defendants by protestation, not confessing any of the matters of the said bill of complaint to be true otherwise than is hereafter confessed, say that the said bill of complaint is (as they are informed by their counsel) insufficient in law to be answered unto for many and sundry imperfections therein upon the complainant's own showing manifestly appearing, as namely for that the greatest part of the said bill containeth in itself matter not properly or aptly determinable in this most honourable court, and also for that such matters as are determinable and examinable in this honourable court and wherewith the said defendants are charged in the same are uncertainly and insufficiently laid and alleged.

The benefit and advantage of exception thereunto now and at all times hereafter to these defendants and either of them saved and reserved, for answer they sayen, and first the said defendant Frances Atslowe, for so much of the said bill as in any sort concerneth her, saith that true it is that the said Edward Atslowe named in the said bill, this defendant's late husband, was in his lifetime possessed of the manor of Downham in the said bill of complaint specified by virtue of a lease and demise thereof made by the said Earl of Oxford in the said bill named, upon which said lease or demise there was reserved yearly

thirty-two pounds, and the said Edward Atslowe being of the said premises so possessed did for the better maintenance and preferment of this defendant, Frances Atslowe, and to the end and purpose to continue the said term for the use and behoof of him, the said Edward Atslowe, and this defendant, her executors and assigns, if happily she survived her husband, the said lease being granted to the said Edward the rather in regard of his marriage with this defendant which was cousin-german to the said Earl, did by good conveyance and assurance in the law, as this defendant thinketh, sufficiently grant and convey unto the right honourable Ambrose, Earl of Warwick, and the right honourable the Lady Anne, his wife, Countess of Warwick, all his estate, interest and right in the said premises, which conveyance was made upon trust & confidence and meant and intended to be to the use and behoof of the said Edward and this defendant, his then wife, & to their executors and assigns & the survivor of them, by force whereof the said Earl and Countess were thereof possessed accordingly;

And being thereof so possessed, the said Earl died, and the said Countess him survived, and was thereof solely possessed, and she, the said Countess, being so thereof possessed, in performance of the said trust and confidence did about November last past give, grant and assign all her interest and title in the said lease and premises unto this defendant, Frances Atslowe, by force of which grant and assignment she, the said defendant, Frances, is thereof possessed accordingly, and taketh and receiveth the profits thereof to her own use, and doth justify the having and detaining of the said lease as lawful (as she taketh it) is for her to do, and this defendant saith that to her knowledge there was no manner of assignment of the said lease made by the said Earl of Warwick or Countess to the said Edward Atslowe in his lifetime or to any other to his use nor to the said complainant nor to any other use than is before declared;

And as concerning the said letters of administration mentioned in the said bill of complaint which the said complainant chargeth this defendant to have sought or procured in her own name, this defendant, Frances Atslowe, saith that after the decease of the said Edward Atslowe this defendant did take letters of administration of the goods and chattels of the said Edward within the diocese of London, being an inferior court, by the advice and assent of the said complainant for and in the behalf of this defendant, whereunto this defendant referreth herself, by virtue and reason of which said letters of administration she, this defendant, did administer the goods and chattels of the said Edward Atslowe for the space of four years after the death of the said Edward, her husband, and accounted for the same according to the order of the ecclesiastical laws of this realm in such case provided;

And whereas the said complainant in his said bill of complaint seemeth to have some care for providing of some convenient stay of living for his brothers and sisters and by the pretence of the said bill would thereby enforce this defendant to set down in certainty what each of them should have at the hands of this defendant, this defendant saith that her care is very great for them and for their advancement, and she assureth herself that they are so far from any opinion or intent of complaining against this defendant that they will acknowledge her love and regard to them to be very tender and motherly, and that she hath maintained them to her great charge since the death of her husband according to her

estate and ability, and that they will by no means be at the direction or provision of the said complainant, whose purpose and only drift (as it seemeth) is to get or procure into his own hands such sums of money as this defendant out of the proportion of her small estate should be able to bestow upon them;

And yet for the satisfying of this court herein, and that the intent of the said Edward Atslowe touching the said lease and the disposition of his goods and chattels may appear, this defendant saith that the said Edward Atslowe, not long before his death, did tell this defendant that the said lease of Downham was hers, this defendant's, that his care was only to provide for her, and that he would leave the disposition of all his leases and goods unto her, and the bridle in her own hands, or words to the like effect, the said Edward having then left the said complainant in certainty thirty-two pounds per annum in possession reserved upon the said lease and the reversion of the whole manor of Downham, which was more than he left for all the rest of his children;

And touching the said writings and evidences mentioned in the said bill of complaint, this defendant saith that by the said bill of complaint this defendant is not directly charged, as she is informed by her counsel, to have the keeping of any such writings; nevertheless for the satisfying this honourable court touching the truth thereof, this defendant saith that she hath some writings and evidences concerning the said manor of Downham which this defendant is careful to keep and preserve for the good and behoof of the said complainant, and is the more willing to retain them still in her hands in respect the said complainant hath himself acquainted this defendant that his purpose was to sell away the reversion of the said manor wherein this defendant would be glad by any means to restrain the said complainant, by all which premises it may appear to this honourable court how unnaturally & undutifully the said complainant dealeth with this defendant, to sue & implead her without any just cause (as she taketh it), although in words in the said bill he make show of duty towards his said mother, all which this defendant referreth to the consideration of this most honourable court

And the said defendant, Edward Francis, for answer to so much of the said bill as concerneth him, saith that it is true that he advised the other defendant, Frances Atslowe, to procure an assignment of the said lease of the said manor of Downham from the right honourable the said Countess of Warwick in regard of the troubles and encumbrances which might have happened if the same were not assigned in the lifetime of the said Countess, whereunto the said Countess willingly and honourably yielded, as this defendant hath credibly heard, in performance of the said trust, and the rather for that the said complainant (as this defendant hath heard) did endeavour and go about by several means and devices to wrest from the said defendant, Frances Atslowe, the whole interest of the said lease, and hath sought & used sundry means for the cancelling or overthrow of the said lease, which when the said defendant Edward Francis perceived, and being married to one of the daughters of the said other defendant, in the care he had towards his mother-in-law, brothers, and sisters, he did advise his said mother to procure the assignment aforesaid from the said right honourable Lady, all which was lawful for him to do, as he taketh it;

And this defendant, Frances Atslowe, further saith without that there was but thirty pounds only reserved upon the said demise and grant of the said manor of Downham made by the said Earl of Oxford unto the said Edward Atslowe aforesaid;

And without that the said Edward Atslowe did assign the said lease unto the said Earl of Warwick & his wife for such intents, purposes, uses, respects or considerations as in the said bill is untruly alleged or for any other purpose or upon any other trust than is before in this answer truly alleged;

And without that the said Edward Atslowe was possessed of leases for years and goods of that value as in the said bill is alleged, or that it is anything material against these defendants, but for the satisfying of this court touching the estate of the said Edward Atslowe at the time of his death, this defendant, Frances Atslowe, saith that the debts & funeral charges of the said Edward Atslowe, being deceased, allowed and paid, there remaineth for the preferment of five children of the same Edward about the sum of two hundred ninety-six pounds four shillings and seven pence or very near thereabouts, as by the inventory and account thereof remaining of record in the spiritual court unto which for the more certainty thereof this defendant referreth herself more plainly may appear;

And both these defendants say without that the said Frances Atslowe by the instigation and procurement of the other defendant, Edward Francis, procured the administration in the said bill mentioned as in the said bill is most untruly suggested;

And without that the said lease mentioned in the said bill was intended and meant to the use of the said complainant as in the said bill is alleged;

And without that this defendant, Edward Francis, seeketh how to have the said lease of the said manor of Downham into his own hands, or abuseth the good nature of his mother or causeth her to fall out with the said complainant or by subtile devices persuades her to let him have the interest therein, or that he hopeth to make the said complainant to sell his lands, as in the said bill is most slanderously and untruly suggested;

And without that the said Edward Francis hath persuaded the other defendant to keep from the said complainant the evidences and writings concerning the said manor of Downham as in the said bill is most untruly pretended;

And without that that any other matter or thing in the said bill of complaint contained material or effectual for these defendants or either of them to answer unto and herein not sufficiently answered unto, confessed and avoided, traversed or denied, is true. All which matters these defendants are ready to aver and prove as it shall please this honourable court to award, and pray to be dismissed out of the same with their costs and charges herein wrongfully sustained.