

Kelvin Dudley

Plaintiff

Against

UNION ELECTRIC

D.B.A

AMEREN MISSOURI

Defendant

**ORDER TO SHOW CAUSE FOR
REDUSER MOTION TO DISMISSED
AFFIDIAVIT**

Case No. **EC-2024-0191**

AFFIRMATION

Upon the affidavit of Kelvin Dudley sworn to the 18 day of February 2024, and upon the copy of complaint hereto annexed, it is ORDER that the above named defendant(s) shall not be dismissed for, **refusal of lawfully due process**. The UCC (Uniform Commercial Code) defines a negotiable instrument as an unconditional writing that promises or orders the payment of a fixed amount of money to be considered negotiable an instrument must meet the requirements stated in Article 3 U.C.C- Article 3-NEGOTIABLE INSTRUMENTS sec 3-104. NEGOTIABLE INSTRUMENT (a) "negotiable instrument" means an unconditional promise or order to pay a fixed amount of money. Let it be clear that Ameren Missouri and the Commission **FAIL TO ACKNOWLEDGE THAT MY TENDER IS NOT A NEGOTIABLE INSTRUMENT! "NEGOTIABLE INSTRUMENT ACT 1881"**.

Legal tender under the Uniform Commercial Code (U.C.C.), Section 1-201(24) (Official Comment); "the referenced Official Comment notes that the definition of money is not limited to legal tender under the U.C.C.

The test adopted is that of sanction of government, whether by authorization before issue or adoption afterward, which recognizes the circulating medium as a part of the official currency of that government. The narrow view that money is limited to legal tender is rejected."

In light of the holding of Guaranty Trust Company vs. Henwood. 307 U.S. 247 (1939), a Federal US court of appeals ruled on Title 31 USC 5118. As of October 27th, 1977, legal tender for all

discharge of debt is no longer required. That is because legal tender is not in circulation at par with promises to pay credit. Requirement of repayment of debt is against Public Policy, since legal tender was not in circulation]

they cannot demand payment in any particular] form of coin or currency or legal tender and repayment [or payment] need only be made in equivalent kind; A negotiable instrument.

HJR 192, Public Law 73-10 and Title 31 USC 5118 prohibits Banks/creditors from demanding any specific specie of payment. All Banks must process lawful United States currency. Failure to do so is "interference with commerce", a felony under the RICO ACT, 18 USC 1951. If you believe you have a lawful reason to "**Dishonor**" **this negotiable instrument you must return it to the Agent above with lawful reasons) fully stated and cited, sworn under your unlimited liability.** Failure to provide lawful reason(s), or to misdirect this instrument, is grounds for a complaint to the FTC under the FDCPA (Fair Debt Collection Practices Act), **15 USC 1692a1.** It is your duty to honor this instrument for payment, to know, abide by and operate under the law. **18 USC 8 applies. Commercial instruments are legal tender for the payment of debt in accordance with 31 USC 5118 and other statutes/code. Failure to process and credit the intended account will result in a request of the Postal inspector's office [to investigate and audit the account balance sheet? Optional] and file IRS Form 3949A information referral to the CID (Criminal Investigation Division) of the IRS.**

Please note that **Failure to accept this Note for deposit and discharge of this debt is lawfully considered theft, fraud, conspiracy, collusion, racketeering, and denial of due process. I believe there is no evidence to the contrary. Otherwise, provide lawful proof of claim by presenting to me lawful document/s that show that you have the lawful authority to dishonor my Note. Failure to provide lawfully documented evidence that is certified lawful, true, and correct by notarized affidavit that is signed under penalties of the law including perjury will be default.** Failure to honor this legal tender requires you to; surrender all public hazard bonds, corporate bonds, blanket bonds, insurance policies, CAFR funds, 401-K(s), 801k(s), retirement funds, personal wealth and properties, or any other source of revenue as needed to cure your dishonor in commerce and submit to the authorities for criminal prosecution.

"Checks, drafts, money orders, and bank notes are not lawful money of the United States". State v. Neilon 73, Pac. 3211, 43 Ore. 168

A national bank cannot lend its credit to another by becoming surety, endorser, or guarantor for him, such an act being **ULTRA VIRES** " Merchants Bank v. Baird 160 F. 642.

CONCLUSION:

Enclosed is copies of;

- UCC
- Authenticated Full Faith and Credit
- Declaration of Truth
- Private Family Estate Trust
- Dba
- My Published Birth Announcement
- My Published Name Title
- Copy of Discharge package

AFFIDAVIT/AFFIRMATION

I Kelvin Dudley, being duly sworn deposes and says or; makes the following affirmation under the penalties of perjury.

I Kelvin Dudley, as plaintiff in the above-entitled action, respectfully move this court that the defendant(s) motion to dismissal is **DENIED!**

If dismissed they will deny me of my remedies, I will suffer immediate and irreparable injury, loss and damages for EMBEZZLEMENT, THEFT BY DECEPTION AND EXTORTION FOR FAILING TO DISCHARGE ALL DEBTS PURSUANT TO:

73RD CONGRESS. SEC 1.CHS 48 49 JUNE 5,6 1933 HJR 192 HR 1491

PUBLIC LAW 1 48 STAT 1; PUBLIC LAW 10 CHAPTER 48 STAT 112; PUBLIC LAW 73-10 40 STAT 411; TRADING WITH THE ENEMY ACT (TWEA) OCT 6, 1917

WHEREFORE, I respectfully request that the Court grant the within relief as well as such other and further relief that maybe just and proper.

I declare under penalty of perjury that the foregoing is true and correct.

February 18, 2024

By: Kelvin Dewan Dudley

First Middle Last

Authorized Representative, Attorney in Fact

c/o KELVIN DEWAN DUDLEY©, ens legis

(or for an affidavit)

Sworn to before me this 18th day of February 2024

Lawanda Guest

Notary Public

