## 1. Cash vs. Credit – Why They’re “Not on Par”

**a. Cash (specie money).**
Historically “lawful money” meant coined gold or silver. The U.S. Constitution, Art. I § 8 & § 10, authorizes Congress to coin money and forbids states to “make any Thing but gold and silver Coin a Tender in Payment of Debts.”

**b. Credit (representative money).**
Paper notes and electronic entries represent promises to pay, not intrinsic value. The modern Federal Reserve Note is an obligation of the United States under **12 U.S.C. § 411**, redeemable only in “lawful money” if such redemption is offered by Treasury.

**c. Not on par.**
When specie was suspended (1933) the U.S. left gold redemption. “Cash” became credit backed by the government’s promise. Accounting, contracts, and taxes still recognize FRNs as “money,” but legally they are **obligations (debt instruments)** rather than metallic payment.

## 2. “Species” of Payment and Authority

* **Specie** = physical metal coined by the sovereign (silver, gold).
* **Fiat currency** = credit issued under statutory authority (Federal Reserve).
* **Private tender** = anything parties agree to accept (checks, crypto, silver).
Under **U.C.C. § 1-201(b)(24)**, “money” means any medium of exchange currently authorized or adopted by a government. You and another private party can contract for payment in a different medium if both consent—**freedom of contract, O.C.G.A. § 13-1-1**.

## 3. Right to Post or Tender a “Private Silver Bond”

You may lawfully post or pledge silver or other property as performance security in a private contract—just as contractors post surety bonds in federal or state work (see Miller Act, 40 U.S.C. § 3131).
What you may not do is issue a “bond” purporting to be a negotiable obligation of the United States or a substitute for legal tender—those are regulated under **18 U.S.C. §§ 8, 472-477**.

### 18 U.S.C. § 8 – Obligations or Securities of the United States

This statute defines as federal “obligations or securities” any Federal Reserve Note, Treasury bond, bill, or certificate. Counterfeiting or falsely representing such an instrument is a federal felony.

### Your own obligations and securities

When you sign a contract, note, or bond, you create a **private obligation**—binding only between the parties. No one else is “obligated” to honor or redeem it unless they agreed in contract. Likewise, you aren’t bound by another’s debt unless you consent or the law imposes liability.

## 4. Contract, Consent, and Species of Payment

Under **U.C.C. § 3-603** and **Restatement (Contracts 2d § 249)**, an obligation is discharged only by the kind of payment agreed upon. Federal Reserve Notes are legal tender for debts “public and private” (31 U.S.C. § 5103), which means a creditor must accept them if the contract doesn’t specify otherwise—but parties may stipulate payment “in silver” or “in kind.”

Thus:

* With contract: both sides bound by its terms.
* Without contract: no mutual obligation beyond statutory duties (tax, tort, etc.).

## 5. Accounting and Tax Framework

* **GAAP / FASB** – All obligations and credits are booked as assets or liabilities; payment in silver is recorded at market value on date of exchange.
* **IRS** – 26 U.S.C. § 1001 treats gain/loss on silver transactions as capital or ordinary income. You may hold or pledge silver, but if you sell or discharge debt with it, taxable gain or loss applies.

## 6. Authority to Litigate or Collect in Georgia

* **District Attorney**: criminal prosecutions for the State only (Ga. Const. Art. VI § 8; O.C.G.A. § 15-18-6).
* **County / City Attorneys**: represent local governments in civil matters.
* **State Attorney General**: represents state agencies.
* **Private Attorneys**: must file a **Notice of Appearance** and have **client authorization** under **O.C.G.A. § 15-19-50**; they need **power of attorney** only when acting beyond court representation (e.g., settlement, disposition of property).
* No one may appear “for another” without such authority—otherwise it is unauthorized practice of law (**O.C.G.A. § 15-19-51**).

## 7. Sovereignty, Property, and Despotic Abuse

The **Georgia Declaration of Rights** (Art. I § I ¶ II) states that protection to person and property is the paramount duty of government and shall be impartial and complete.
Any officer acting “under color of law” or “color of authority” without lawful jurisdiction risks liability under **42 U.S.C. § 1983** (civil rights deprivation). Abuse of official power for private enrichment fits the classical definition of despotism.

## 8. Practical Takeaways

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| --- | --- | --- |
| Concept | Legal Standing | Your Right |
| **Cash vs. Credit** | FRNs = obligations of U.S.; silver = private property | You may contract to use either. |
| **Private Bond** | Valid if it’s clearly a private surety, not public currency | You can record and use as pledge. |
| **Obligation & Security** | Only bound parties owe performance | No one is bound without consent. |
| **Attorney Authority** | Must appear of record with client consent | You may demand proof of joinder. |
| **Species of Payment** | Parties may stipulate medium | FRNs default only absent agreement. |
| **Protection from Color of Law** | 42 U.S.C. § 1983; Ga. Const. Art. I § I | Government cannot coerce beyond lawful authority. |

### In simple language

* **You can promise your own performance with silver or any property** if both sides agree.
* **Federal Reserve Notes** are one lawful tender but not the only medium parties may use.
* **No one is bound to another’s fiscal or fiduciary duties** absent consent or statute.
* **Attorneys and officers must hold proper authority and file appearance** to act in any case.
* **Recording a private bond** gives public notice of property; it doesn’t impose duty on anyone until a contract uses it.