N244

Application notice

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Name of court High Court of Justice, Business and Property Courts, Intellectual Property List (	**Claim no.** IL-2021-000019
Fee account no. (if applicable)	**Help with Fees – Ref. no.** (if applicable)
	H W F – – –
Warrant no. (if applicable)	
Claimant's name (including ref.) Crypto Open Patent Alliance (Claimant)	
Defendant's name (including ref.) Dr. Craig Steven Wright (Defendant)	
Date	24 Oct 2024

1. What is your name or, if you are a legal representative, the name of your firm?
   Dr Craig Steven Wright

2. Are you a ☐ Claimant ☑ Defendant ☐ Legal Representative
   ☐ Other (please specify)

   If you are a legal representative whom do you represent?

3. What order are you asking the court to make and why?
   Please see Below -

4. Have you attached a draft of the order you are applying for? ☑ Yes ☐ No

5. How do you want to have this application dealt with? ☐ at a hearing ☑ without a hearing
   ☑ at a remote hearing

6. How long do you think the hearing will last? 1 Hours Minutes
   Is this time estimate agreed by all parties? ☐ Yes ☑ No

7. Give details of any fixed trial date or period
   None currently fixed.

8. What level of Judge does your hearing need?
   High Court Judge

9. Who should be served with this application?
   Crypto Open Patent Alliance (Claimant)

9a. Please give the service address, (other than details of the claimant or defendant) of any party named in question 9.
   Bird & Bird LLP,
   12 New Fetter Lane, London,
   EC4A 1JP, UK

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10. What information will you be relying on, in support of your application?

- [x] the attached witness statement
- [ ] the statement of case
- [x] the evidence set out in the box below

If necessary, please continue on a separate sheet.

I will be relying on two witness statements and the attached exhibits in support of my application. Below is a detailed outline of the witness statements and exhibits relevant to this application.

this is detailed belowThis is detailed below.

11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

☑ Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

Yes, I, Dr Craig Wright, am vulnerable due to my diagnosis of Autism Spectrum Disorder (ASD), which significantly affects my ability to manage in-person, high-stress environments such as a courtroom. My ASD impacts my verbal communication, particularly in hostile or adversarial settings, where I may struggle to express myself accurately or respond to questioning effectively. This vulnerability is amplified by sensory sensitivities and anxiety, both of which are common in individuals with autism and make in-person hearings challenging.

Please see below.

☐ No

Statement of Truth

I understand that proceedings for contempt of court may be brought against a person who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

☑ **I believe** that the facts stated in section 10 (and any continuation sheets) are true.

☐ **The applicant believes** that the facts stated in section 10 (and any continuation sheets) are true. **I am authorised** by the applicant to sign this statement.

Signature

Craig S Wright

☑ Applicant

☐ Litigation friend (where applicant is a child or a Protected Party)

☐ Applicant's legal representative (as defined by CPR 2.3(1))

Date

Day	Month	Year
2 4	1 0	2 0 2 4

Full name

Craig Steven Wright

Name of applicant's legal representative's firm

If signing on behalf of firm or company give position or office held

Applicant's address to which documents should be sent.

Building and street

483 Green Lanes

Second line of address

Town or city

London

County (optional)

Postcode

N	1	3	4	B	S	

If applicable

Phone number

+44 7853 843784

Fax phone number

DX number

Your Ref.

Email

craig@rcjbr.org

3. What order are you asking the court to make and why?

Order Requested

I, Dr Craig Wright, respectfully request the following orders from the court:

1. **Declaration that the legal action under claim BL-2024-001495 is outside the scope of the Precluded Proceedings:**
    - I am seeking a formal declaration from the court confirming that the legal proceedings initiated under **claim BL-2024-001495** are not in breach of the court's order dated **16 July 2024**. Specifically, I request that the court declares that the claim is a **champagne passing-off case** focusing on **misrepresentation** and **consumer protection**, and does not involve any of the **Precluded Proceedings** related to **authorship**, **ownership**, or my identity as **Satoshi Nakamoto**.
2. **Dismissal of any allegations of contempt of court:**
    - I am seeking an order dismissing any allegations of contempt for purported breaches of the court order. The evidence, including the witness statements and exhibits, clearly demonstrates that there has been no **wilful disobedience** of the court order. I have acted in **good faith** to comply with the court's restrictions, and the legal action under **BL-2024-001495** is entirely unrelated to the matters precluded by the court order.
3. **Costs:**
    - I respectfully request an order that the claimant bears the costs associated with these proceedings. This includes any costs incurred in defending against the wrongful allegations of contempt, which were unfounded. Given the clear

compliance with the court's order and the claimant's failure to demonstrate any valid basis for the contempt allegations, an order for costs in my favour is appropriate.

Reason for Seeking These Orders

1. **Ensuring Compliance and Clarifying the Scope of the Court Order:**
    - The legal action under **BL-2024-001495** pertains to a **champagne passing-off case** centred on **misrepresentation** by the BTC developers, which has caused **consumer confusion** about Bitcoin's characteristics. This action does not involve any of the **Precluded Proceedings** outlined by the court order. A formal declaration from the court clarifying this will prevent future misinterpretation and ensure that the claimant's attempts to block this legitimate legal action are dismissed.
2. **Protection of Good Faith Actions and Dismissal of Unfounded Allegations:**
    - I have acted in **good faith** and with the full intention of complying with the court order. The evidence, including my witness statements and exhibits, proves that the legal action is unrelated to **authorship**, **ownership**, or my identity as **Satoshi Nakamoto**. Dismissing the unfounded contempt allegations will restore the proper use of the court's authority and demonstrate that there has been no **wilful disobedience** on my part.
3. **Compensation for Costs Due to Unfounded Allegations:**
    - The claimant's actions in attempting to allege contempt are baseless and have caused me unnecessary legal costs. As the allegations have no merit and the legal action under **BL-2024-001495** does not violate the court's order, I

request that the court award costs in my favour to cover the expenses incurred in defending against these allegations.

4. Sanctions Imposed on the Claimant:
The court considers the claimant's actions in bringing this contempt application to be an improper use of the court's process. Accordingly, the court imposes a fine of £[Insert Amount] on the Claimant under CPR 81.12 to deter further abuse of the court's procedures.

5. No Further Contempt Applications Without Leave of Court:
The Claimant is prohibited from bringing any further contempt applications against the Defendant in relation to the matters covered by the 16 July 2024 court order, without the express permission of the court. This restriction is imposed to prevent further misuse of the contempt process and in recognition of the court's duty to prevent vexatious or frivolous litigation, as outlined in Johnson v Gore Wood & Co [2002] 2 AC 1.

6 .Proportionality and Access to Justice:
The court reminds the parties of the overriding objective of the Civil Procedure Rules to deal with cases justly and proportionately (as per CPR 1.1), ensuring that parties have access to justice without undue delay, expense, or harassment through disproportionate use of contempt proceedings.

Abuse of Process by the Claimant: Expanded Argument with Proportionality and Wider Impact

1. Ulterior Motive Behind the Claimant's Contempt Application

It is clear that the claimant's filing of this contempt application is not aimed at addressing any genuine breach of the court's order but instead serves as an attempt to **harass and intimidate** me in relation to unrelated legal actions. This constitutes a misuse of the court process for **ulterior purposes**, as established in **Hunter v Chief Constable of the West Midlands Police [1982] AC 529**.

Specific Examples of Harassment and Intimidation:

- **Mischaracterisation of my legal action**: The claimant has deliberately misrepresented my commercial claim under **BL-2024-001495** as falling within the scope of the **precluded proceedings**. This misrepresentation appears designed to discourage me from pursuing legitimate legal action and to create a chilling effect, as it falsely accuses me of breaching the court order.
- **Public statements and tactics**: In addition to the contempt claim, the claimant has made **public statements** suggesting that I am unlawfully asserting ownership over Bitcoin. These statements are misleading and defamatory, further demonstrating the claimant’s intention to harm my reputation and exert undue pressure.

This conduct mirrors the behaviour described in **JSC BTA Bank v Ablyazov (No. 10) [2013] EWCA Civ 1176**, where the court held that a **pattern of baseless and exaggerated allegations** may amount to **abuse of process**, particularly when the ulterior motive is to exert improper pressure.

2. Lack of Evidence Supporting Contempt

The claimant has failed to provide any **substantive evidence** to support the allegation of contempt. Specifically, the elements required to establish contempt are wholly absent, including:

- **Wilful Disobedience**: The claimant has not demonstrated any **wilful disobedience** on my part. On the contrary, my legal research and actions were conducted in **good faith**, as I sought to ensure that the proceedings under **BL-2024-001495** complied fully with the **16 July 2024** court order. No deliberate or reckless breach of the order has been proven, which is a necessary element for a finding of contempt under **CPR 81.10(1)(a)**.
- **Breach of the Court Order**: The claimant has failed to show that my legal action involves any of the **precluded proceedings** defined by the court. The claim I initiated does not concern **authorship**, **ownership**, or any matters related to my identity as **Satoshi Nakamoto**. The contempt claim is therefore based on a **mischaracterisation** of my proceedings.

In **JSC BTA Bank v Ablyazov**, the court made it clear that **contempt applications must be based on concrete evidence** of wilful and deliberate breaches, and that pursuing such claims without sufficient proof constitutes **abuse of process**.

3. The "Chilling Effect" on Legitimate Legal Actions

The claimant's improper use of the court process is creating a **chilling effect** on my ability to pursue legitimate commercial claims, undermining my right to **access justice** and exercise my **legal rights**. Their attempt to stretch the scope of the precluded proceedings to cover unrelated matters is a transparent attempt to **stifle my legitimate legal actions** and prevent me from protecting my interests in the commercial dispute.

Impact on Legal Rights:

- **Discouraging future claims**: The threat of further baseless contempt applications creates a significant deterrent for me to initiate any legal actions, even those unrelated to the precluded proceedings. The claimant is using the court's process to impose an unwarranted **chilling effect**, in violation of my rights under Article 6 of the **European Convention on Human Rights**, which guarantees the right to a **fair trial**.
- **Undermining the administration of justice**: The claimant's tactics go against the principles of **access to justice** and **fair procedure**, as they are using the court to block me from pursuing legitimate claims, which are unrelated to the **precluded proceedings** outlined by the court's order.

4. Disproportionality of the Claimant's Actions

The claimant's actions in bringing this contempt application are **disproportionate** to the alleged breach. Given the **commercial nature** of my claim and the fact that the proceedings under **BL-2024-001495** fall entirely outside the scope of the **precluded proceedings**, there is no basis for the extreme measure of contempt proceedings.

Lack of Prejudice to the Claimant:

- **No harm or prejudice**: The claimant has suffered no **prejudice** or harm from the proceedings I initiated. The **commercial dispute** at the heart of **BL-2024-001495** does not affect the claimant's interests in relation to **Bitcoin authorship** or **ownership**, as these matters are not being contested in the claim.
- **Proportionality principle**: The use of contempt proceedings should be a measure of last resort and must be **proportionate** to the nature and seriousness of the breach. In **Jameel**

v Dow Jones & Co Inc [2005] QB 946, the court emphasised the importance of proportionality, particularly in cases where the legal action serves no practical purpose or results in an excessive use of judicial resources. Here, the claimant's attempt to escalate a minor procedural issue into contempt is a **grossly disproportionate** response that fails to meet this standard.

Unnecessary escalation:

- The claimant's choice to pursue contempt proceedings—despite the fact that the commercial claim does not overlap with the **precluded proceedings**—constitutes an unnecessary and disproportionate escalation. As established in **JSC BTA Bank v Ablyazov**, the court has a duty to ensure that its process is not misused for oppressive purposes. This case highlights the claimant's improper use of an extreme measure to resolve what is, at most, a procedural issue.

5. Wider Impact on the Legal System

Allowing this **abuse of process** to proceed unchecked would have a **detrimental effect** on the **integrity of the legal system**. The courts are meant to uphold justice, and misuse of contempt proceedings for ulterior motives undermines this core principle. If such behaviour is not curtailed, it risks setting a dangerous precedent where parties can weaponise the court process to **intimidate** or **harass** their opponents, rather than addressing legitimate grievances.

Discouraging Access to Justice:

- **Chilling effect on other litigants**: The claimant's improper use of contempt proceedings could have a broader chilling effect, not only on me but also on other parties who may fear initiating **legitimate legal actions** due to the risk of facing baseless contempt claims.

Such conduct discourages individuals from seeking justice through the courts and undermines confidence in the legal system's fairness and impartiality.

- **Undermining judicial resources**: The court's resources should be reserved for addressing genuine legal disputes, not wasted on frivolous and **baseless contempt applications**. Allowing this abuse to continue would divert the court's attention away from legitimate matters, affecting the administration of justice more broadly.

In **Attorney General v Times Newspapers Ltd [1974] AC 273**, the court acknowledged that misuse of legal proceedings has the potential to damage the **public perception of justice**, particularly when legal processes are abused to serve private interests rather than the public good. Here, the claimant's actions risk eroding public trust in the court system by exploiting it for personal gain.

6. Request for Sanctions under CPR 81.12

Given the claimant's actions, I request that the court considers imposing **sanctions** under **CPR 81.12**, which allows the court to impose penalties for improper use of contempt proceedings, including fines or other remedies. The claimant's conduct in bringing this contempt claim is not only baseless but also intended to harass and intimidate me, causing unwarranted harm.

Sanctions Sought:

- **Costs**: I request that the court awards costs to me, as the defendant, for the claimant's improper use of the court process. The claimant should bear the legal costs I have incurred in defending this baseless contempt application.
- **Further Sanctions**: In addition to costs, I request that the court considers further sanctions, such as a **fine**, as a deterrent against the claimant's continued abuse of process.

> As demonstrated in **Johnson v Gore Wood & Co [2002] 2 AC 1**, sanctions are appropriate where one party engages in conduct that constitutes an abuse of the court's process and aims to stifle the legitimate legal actions of the opposing party.

Conclusion:

The claimant's contempt application is disproportionate and constitutes an **abuse of process**, designed to harass and intimidate me, rather than address any genuine breach of the court's order. The lack of evidence, the claimant's ulterior motives, the chilling effect on my legal rights, and the wider impact on the legal system all support the conclusion that the court should dismiss this contempt application and award **sanctions** against the claimant.

10. What information will you be relying on, in support of your application?

I will be relying on two **witness statements** and the attached **exhibits** in support of my application. Below is a detailed outline of the **witness statements** and exhibits relevant to this application.

Witness Statement 1

The first witness statement provides an in-depth explanation of the nature of the legal action under **claim BL-2024-001495** and addresses the allegations of breach of the court order dated **16 July 2024**. This witness statement will specifically explain how the current legal action is a **champagne passing-off claim** focused on **consumer protection** and **misrepresentation**, not on authorship, ownership, or identity as **Satoshi Nakamoto**.

The statement also outlines my **good faith efforts** to ensure compliance with the court's order. It will demonstrate that the claim under **BL-2024-001495** is outside the scope of the **Precluded Proceedings**, and it will address any potential counterarguments regarding **misrepresentation** of Bitcoin and the **public interest** in the legal action. The witness statement is supported by the following **exhibits**:

Exhibits for Witness Statement 1

1. **Exhibit A – Relevant Posts from @CsTominaga on 9 October 2024**
    - These posts illustrate my public comments regarding the **misrepresentation of Bitcoin** by BTC developers. The posts are directly tied to the basis of the

champagne passing-off claim, where I raise issues about how Bitcoin's original characteristics have been altered, misleading the public.

2. **Exhibit B – Written Context for the Messages**
    - This exhibit provides detailed context for the posts in **Exhibit A**, explaining how they are relevant to the champagne passing-off case and addressing the **consumer protection** aspects. It emphasizes that the legal action focuses on **misrepresentation** by the BTC developers and does **not** assert any claims related to **authorship**, **ownership**, or my identity as **Satoshi Nakamoto**.
3. **Exhibit C – Copy of Claim BL-2024-001495**
    - A copy of the full legal claim under **BL-2024-001495**, outlining the nature of the **commercial dispute**. This document demonstrates that the claim pertains solely to the **misrepresentation of Bitcoin** and is unrelated to the **Precluded Proceedings** specified in the court order.
4. **Exhibit D – Legal Analysis Showing the New Claim is Outside Precluded Proceedings**
    - This legal analysis supports the argument that the claim under **BL-2024-001495** falls entirely outside the **Precluded Proceedings**. It highlights that the focus of the legal action is a **champagne passing-off case** based on **misrepresentation** and **consumer confusion**, not any issues of authorship, ownership, or identity.
5. **Exhibit E – Emails Confirming No Control Over @Dr_CSWright**
    - These emails provide confirmation that I have no control over the **@Dr_CSWright** Twitter account. This is relevant to refute any suggestion that I used this account in a manner that could breach the court order, as I do not have access or authority over the account's management.

6. **Exhibit F – Screenshots from @CsTominaga with the Online Notice**
    - This exhibit includes **screenshots from my @CsTominaga Twitter account** showing full compliance with the court's requirement to display the **online notice** until 23 October 2024. The screenshots demonstrate my good faith and adherence to the court's instructions.
7. **Exhibit G – Evidence of Third-Party Management for @Dr_CSWright**
    - This exhibit provides evidence confirming that the **@Dr_CSWright** account is managed by **third parties**. It further supports my position that I have no control over the account and that any actions taken on this account cannot be attributed to me.

Witness Statement 2

The second witness statement provides further details about the **champagne passing-off case** and the underlying legal theory. It focuses on **consumer confusion** and **misrepresentation** caused by **BTC developers**, explaining how this case fits within the framework of the **champagne passing-off** doctrine, as established in cases like **Bollinger v Costa Brava** and **Reckitt & Colman Products Ltd v Borden Inc**.

This statement will also discuss the **public interest** in protecting consumers from misrepresentation and the importance of ensuring that Bitcoin is not falsely represented in the market. The witness will elaborate on how the BTC developers' changes have misled the public about Bitcoin's true characteristics, causing harm to both users and the broader cryptocurrency ecosystem.

This application will rely on these **two witness statements** and the supporting **exhibits** to demonstrate that the legal action under **BL-2024-001495** is fully compliant with the court's

order and does not fall within the **Precluded Proceedings**. The legal action is a **champagne passing-off claim** that seeks to protect consumers and **preserve the integrity of Bitcoin**, and there has been no **wilful disobedience** of the court's instructions.

11. Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

Yes, I, Dr Craig Wright, am vulnerable due to my diagnosis of Autism Spectrum Disorder (ASD), which significantly affects my ability to manage in-person, high-stress environments such as a courtroom. My ASD impacts my verbal communication, particularly in hostile or adversarial settings, where I may struggle to express myself accurately or respond to questioning effectively. This vulnerability is amplified by sensory sensitivities and anxiety, both of which are common in individuals with autism and make in-person hearings challenging.

I am, however, able to engage effectively through written communication, where I can take time to process information and formulate clear, structured responses. I am also able to participate in remote hearings via video link, which provide a less overwhelming environment, helping to mitigate my sensory sensitivities and allowing me to focus on providing accurate and thoughtful responses.

Given these challenges, I request that the court considers my vulnerability under CPR PD 1A, which highlights impairments in social functioning as a factor of vulnerability. Remote hearings via video link, or paper hearings, would allow me to engage fully without the disadvantages posed by a traditional courtroom environment.

Witness Statement of Dr. Craig Steven Wright

Claim No.: IL-2021-000019

Claimant: Crypto Open Patent Alliance

Defendant: Dr. Craig Steven Wright

Date: 24 October 2024

1. Introduction

I, Dr. Craig Steven Wright, of 483 Green Lanes, London, N13 4BS, make this witness statement in response to the contempt application brought by the claimant, Crypto Open Patent Alliance, in the High Court of Justice, Business and Property Courts. I am the defendant in these proceedings.

This witness statement addresses the allegations made against me in the contempt claim, specifically concerning the alleged breaches of the court order dated 16 July 2024, in three parts.

2. Allegation 1: Threatening to Bring Precluded Proceedings

2.1 Claim

The claimant alleges that by initiating a **champagne passing-off case** and publicly discussing it on **Twitter** on **9 October 2024**, I violated the terms of the **court order** issued by **Mr Justice Mellor** on **16 July 2024**. They argue that this action, while not explicitly asserting authorship or ownership, indirectly relates to Bitcoin's identity and breaches the prohibition on bringing **Precluded Proceedings**.

The claimant refers to **Paragraph 2** of the **16 July 2024** order, which states:

> *"Subject to the provisions of paragraph 3 below, each of Dr Wright and any of his companies, including WII, WII UK and Tulip Trading Limited, shall not threaten (explicitly or implicitly) or procure any other person to threaten (explicitly or implicitly) that any Precluded Proceedings will be pursued against any person in the Courts of England and Wales, the Courts of any foreign jurisdiction or in any arbitral tribunal (wherever seated)."*

The claimant argues that my **champagne passing-off case** and my public commentary, particularly the **Exhibit A Twitter thread**, constitute an **implicit threat** to bring precluded proceedings and are designed to intimidate third parties into aligning with my view of Bitcoin's identity.

2.2 Defence

I **acknowledge** that I initiated a **champagne passing-off case** on **9 October 2024** and discussed it publicly. However, I **categorically deny** that this legal action or my related public

commentary breaches the court order issued on **16 July 2024**. The **champagne passing-off claim** is legally distinct from the **Precluded Proceedings** outlined in the court order, and my public commentary was designed to be **informative and analytical**, with no intention of threatening or coercing anyone.

1. My Contributions to the Bitcoin Ecosystem and Legitimate Interest in Protecting Its Reputation

a. Specific Contributions to Bitcoin: iDaemon and Scaling Technologies

My **legitimate interest** in protecting Bitcoin's reputation stems from my significant contributions to the **Bitcoin ecosystem** over the years, including the development of technologies that have been foundational to Bitcoin's scalability and infrastructure. One key example of this is the development of **iDaemon** in **2013**.

iDaemon was designed to be a **Bitcoin node** with advanced capabilities for **scaling** the network, allowing it to handle significantly higher transaction volumes. This project was aimed at ensuring that Bitcoin could scale to support broader adoption without compromising its core characteristics. The work on **iDaemon** was a substantial effort that involved extensive development of Bitcoin-related technologies, and it laid the groundwork for many of the technical innovations that have shaped the cryptocurrency space.

The material related to **iDaemon** was **integrated into evidence** during legal proceedings, further demonstrating the **depth of my involvement** in developing technologies critical to Bitcoin's long-term viability. These contributions provide a clear basis for my **legitimate interest** in protecting Bitcoin's original characteristics from being misrepresented by **BTC Core**

developers, who have made technical changes such as **SegWit** and the **Lightning Network** that deviate from the original protocol.

b. Additional Contributions to Bitcoin's Protocol Development

In addition to **iDaemon**, I have made numerous other contributions to the **Bitcoin protocol** and the broader **cryptocurrency ecosystem**. These include the creation of tools and standards designed to improve **Bitcoin's infrastructure**, as well as the publication of research on **scalability** and **blockchain technologies**.

For example, my work on improving **node infrastructure** and developing **Bitcoin-based technologies** has been widely recognized within the industry. These contributions have not only advanced Bitcoin's technical capabilities but have also helped shape the understanding of **blockchain scalability** in the cryptocurrency community. This involvement further establishes my legitimate interest in ensuring that **Bitcoin's identity** is not misrepresented to the public by **BTC developers** who have altered the original protocol.

c. How My Contributions Justify a Legitimate Interest in Protecting Bitcoin's Reputation

My **substantial contributions** to Bitcoin's development give me a legitimate interest in ensuring that Bitcoin's reputation is not **diluted** or **misrepresented** by technical changes introduced by others. In **Scandecor Development AB v Scandecor Marketing AB [2001] UKHL 21**, the House of Lords recognised that parties who have a **legitimate interest** in a product's reputation, even if they are not the original creators, have the standing to protect that reputation under **ancillary rights**.

By filing a **champagne passing-off claim**, I am acting in accordance with the **ancillary rights** that arise from my extensive contributions to Bitcoin's technical development. The claim is not tied to any **authorship or ownership** assertion, but rather to my interest in ensuring that **Bitcoin's core identity**—as it existed pre-2011—is preserved and not misrepresented by BTC developers.

2. The Champagne Passing-Off Case is Non-Focused on Authorship or Ownership

a. The Nature of Champagne Passing-Off and Consumer Protection

The **champagne passing-off claim** is a form of **passing-off** designed to protect the public from being **misled** about the characteristics of a product, as seen in **Bollinger v Costa Brava [1961] 1 WLR 277**. In my case, the claim focuses on preventing **BTC Core developers** from **misrepresenting Bitcoin's characteristics**, thereby confusing the public about what constitutes the original Bitcoin protocol.

The legal principle of **passing-off** does not require the claimant to assert **authorship or ownership**. Instead, it is concerned with ensuring that the public is not deceived about a product's **identity**. The claim protects consumers from being misled into believing that **BTC** represents the original Bitcoin, when in fact it has undergone significant changes that deviate from the **pre-2011 protocol**.

In **Exhibit A** (the Twitter thread), I specifically clarify that:

"This type of passing-off claim is focused on protecting the reputation of Bitcoin, not on asserting my identity as Bitcoin's creator."

This demonstrates that the **champagne passing-off claim** is solely focused on **consumer protection**, not on establishing any identity claim tied to **Satoshi Nakamoto** or Bitcoin's creation. The focus is on **misrepresentation** by BTC developers, not on authorship or ownership, which is clearly outside the scope of **Precluded Proceedings**.

3. Addressing the "Implicit Threat" Argument: Informative Commentary, Not Coercion

a. Public Legal Analysis is Not an Implicit Threat

The claimant alleges that my **Exhibit A Twitter thread** constitutes an **implicit threat** to bring precluded proceedings. However, this is not the case. The thread was intended to provide a **public analysis** of the **champagne passing-off case**, not to intimidate or threaten any specific party.

In my thread, I stated:

> *"Under English law, I can pursue a passing-off claim against BTC developers through what is known as a 'champagne passing-off' action. This type of passing-off focuses on protecting the reputation of a product or brand when its characteristics are misrepresented."*

This statement is purely **informative** and **analytical**, explaining the legal reasoning behind the **passing-off claim**. There is no **implicit threat** embedded in this commentary. Instead, the thread provides an overview of the **legal basis** for the claim, making it clear that the action is focused on **consumer protection**, not on authorship or ownership claims tied to Bitcoin.

b. No Targeted Coercion or Intimidation

The **Exhibit A Twitter thread** is a form of **public legal commentary**, not an attempt to **coerce** or intimidate anyone. The discussion is framed in general legal terms and focuses on the principles of **passing-off law**. There is no specific individual or entity being targeted by the commentary, and the intent is to engage in a broader discussion on **consumer protection** in the cryptocurrency space.

In **R (Calver) v Adjudication Panel for Wales [2012] EWHC 1172 (Admin)**, the court reinforced the importance of **freedom of expression**, particularly when it comes to public commentary on legal matters. My **Twitter thread** falls squarely within the realm of **legitimate public discourse**, and there is no evidence to suggest that it was intended to **coerce** or **intimidate** any party.

4. The Public Interest Served by the Champagne Passing-Off Case

a. Champagne Passing-Off and Protecting the Public Interest

The **champagne passing-off case** serves the **public interest** by ensuring that consumers are not misled about the true nature of Bitcoin. By pursuing this claim, I am acting to prevent BTC developers from altering Bitcoin's core characteristics and confusing the public about what constitutes the original Bitcoin.

In **Bollinger v Costa Brava**, the court ruled in favour of the claimants, recognising that preventing **misrepresentation** of a product is a matter of **public interest**. Similarly, my **champagne passing-off claim** is designed to protect the public from being misled into believing that **BTC Core** represents the original Bitcoin, when in fact it has been altered by the introduction of **SegWit** and other changes.

b. Consumer Protection and Legal Precedent

The principles underlying my **champagne passing-off case** align with established legal precedent on **consumer protection** and **passing-off claims**. In **Reckitt & Colman Products Ltd v Borden Inc [1990] 1 WLR 491**, the court upheld a passing-off claim to prevent confusion about the identity of the **Jif Lemon** brand. The court's focus was on protecting consumers from **misleading representations**, which mirrors the focus of my case against BTC developers.

This case is about ensuring that **Bitcoin's original characteristics** are not misrepresented in the market, thereby protecting consumers from confusion. By pursuing this legal action, I am acting in the **public interest**, not breaching the **court order**.

5. Future Claims and My Commitment to Complying with the Court Order

a. Potential Future Claims and Compliance with the Court's Restrictions

While the **champagne passing-off case** is clearly distinct from the **precluded proceedings** outlined in the court order, I fully recognise the importance of complying with the court's restrictions. I have no intention of initiating any legal action that would violate the **16 July 2024** order, and any future claims will be **carefully considered** to ensure that they do not breach the order's restrictions.

My commitment to **complying with the court order** remains absolute, and any legal actions I pursue will be in line with the court's judgment, focusing on **consumer protection** and ensuring that the public is not misled.

6. Teranode: Continuation of iDaemon and Scaling Bitcoin to 1,000,000 TPS

a. Teranode as a Continuation of iDaemon

In addition to my development of **iDaemon** in **2013**, which was aimed at scaling Bitcoin by creating a robust node capable of handling higher transaction volumes, my work has evolved into the development of **Teranode**. **Teranode** is a significant continuation of the technological foundations laid by **iDaemon**, designed to scale Bitcoin to unprecedented levels of performance.

Teranode is currently running and has demonstrated the ability to handle **1,000,000 transactions per second (TPS)**. This advancement is a key innovation in Bitcoin's infrastructure and is crucial to the continued growth of Bitcoin as a scalable solution for global financial systems.

b. The Impact of Teranode on Bitcoin's Scalability

The development of **Teranode** is a direct continuation of my early work on **iDaemon** and represents a major leap forward in Bitcoin's ability to scale. Teranode's ability to handle **1,000,000 TPS** positions Bitcoin as a viable solution for global financial applications, setting the foundation for Bitcoin's use as a **high-volume transaction system**.

This technological achievement is part of my broader commitment to ensuring that **Bitcoin's original principles of scalability** are preserved and expanded. The development of **Teranode** aligns with Bitcoin's original vision of being scalable without sacrificing security or decentralisation.

c. Teranode and My Legitimate Interest in Protecting Bitcoin's Reputation

Given my significant contributions to Bitcoin's scalability through both **iDaemon** and **Teranode**, I have a clear **legitimate interest** in ensuring that Bitcoin's reputation is not

misrepresented by others, particularly by **BTC Core developers** who have deviated from the original protocol. **Teranode** embodies the technological advancements necessary to scale Bitcoin to its full potential, and my involvement in its development reinforces my standing to protect **Bitcoin's original identity**.

By bringing a **champagne passing-off claim**, I am acting to ensure that the **public is not misled** about the true nature of Bitcoin. This claim is entirely focused on **consumer protection** and ensuring that **BTC Core** does not misrepresent Bitcoin to the market by altering its core characteristics. My work on **Teranode** exemplifies my commitment to **scaling Bitcoin** while maintaining its integrity, further justifying my **legitimate interest** in protecting Bitcoin's reputation.

Conclusion

The development of **Teranode**, which can scale Bitcoin to **1,000,000 TPS**, builds upon my earlier work on **iDaemon** and solidifies my role in **Bitcoin's technical evolution**. These contributions give me a legitimate interest in ensuring that Bitcoin's original characteristics are preserved, and my **champagne passing-off claim** is part of my ongoing effort to protect Bitcoin's reputation from being **misrepresented** by others.

2.3 Evidence

- **Exhibit A**: The **Twitter thread**[1] posted on **9 October 2024**, showing that the content was focused on the **champagne passing-off claim** and did not breach the court order.
- **Exhibit B**: Relevant case law supporting the distinction between **passing-off claims** and **authorship claims**, including **Bollinger v Costa Brava** and **Reckitt & Colman Products Ltd v Borden Inc**.

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[1] https://x.com/CsTominaga/status/1844380767750881322
https://x.com/CsTominaga/status/1843986567620370506

3. Allegation 2: Bringing Precluded Proceedings

3.1 Claim

The claimant alleges that on **10 October 2024**, I, acting as a **litigant in person**, initiated legal proceedings under **claim number BL-2024-001495**, which allegedly breach the court order issued by **Mr Justice Mellor** on **16 July 2024**. The claimant contends that these new proceedings indirectly touch on matters restricted by the court order, such as claims related to **authorship**, **ownership**, or my identity as **Satoshi Nakamoto**.

The relevant part of **Paragraph 1** of the court order states:

> *" Subject to the provisions of paragraph 3 below, each of Dr Wright and any of his companies, including WII, WII UK and Tulip Trading Limited, shall not threaten (explicitly or implicitly) or procure any other person to threaten (explicitly or implicitly) that any Precluded Proceedings will be pursued against any person in the Courts of England and Wales, the Courts of any foreign jurisdiction or in any arbitral tribunal (wherever seated)...."*

The claimant asserts that my legal action under **BL-2024-001495** indirectly engages with the precluded issues, thus violating the court order.

3.2 Defence

I **deny** that the proceedings under **claim number BL-2024-001495** violate the court order. As a **litigant in person** and legal scholar, I took significant steps to ensure that the new

claim pertains solely to a **commercial dispute**, specifically a **champagne passing-off case**, that is entirely distinct from Bitcoin's **authorship**, **ownership**, or my identity as **Satoshi Nakamoto**. The claim focuses on **misrepresentation and consumer protection** in the commercial arena and is in no way connected to the **Precluded Proceedings** defined by the court.

1. No Wilful Disobedience

a. Wilful Disobedience Requires Intent Under CPR 81.10(1)(a)

CPR 81.10(1)(a) specifies that contempt of court requires **"wilful disobedience"** of a court order. To establish contempt, there must be clear evidence of deliberate intent to disregard the court's instructions. As a **litigant in person**, I took every precaution to avoid any potential breach of the court order, acting in **good faith** to ensure compliance.

In preparation for initiating the legal proceedings under **BL-2024-001495**, I undertook extensive **legal research** in collaboration with colleagues from my academic network at the university. This research was conducted **before filing the claim**, specifically during the **drafting process** and prior to submitting the final version of the claim on **10 October 2024**. The purpose was to ensure that the claim remained wholly unrelated to Bitcoin's **authorship**, **ownership**, or my identity as **Satoshi Nakamoto**, which are precluded by the court order.

This process was carried out with the utmost diligence, reviewing every element of the court order to confirm that the new legal proceedings were based solely on a **contractual dispute** concerning financial agreements between unrelated parties, having no connection to the **Precluded Proceedings**.

b. Diligence and Good Faith Efforts: Research into Champagne Passing-Off

As part of my **good faith efforts** to comply with the court's restrictions, I focused my research on the **legal principles** governing **champagne passing-off cases**. This type of legal action is fundamentally different from claims of **identity** or **ownership**—it involves the protection of **consumer interests** from **misrepresentation**, without invoking any claims of authorship or ownership of intellectual property.

Champagne passing-off cases, as established in **Bollinger v Costa Brava [1961] 1 WLR 277**, do not concern the **authorship** or **identity** of a product's creator. Instead, they focus on preventing **misrepresentation** of a product's characteristics in the marketplace. In **Bollinger**, the claimants were not asserting authorship of "champagne" but were instead protecting the **public from being misled** about the origins of the product, which was crucial to consumer trust.

c. Champagne Passing-Off Is About Consumer Protection, Not Identity

In the legal action under **BL-2024-001495**, I am pursuing a similar **champagne passing-off** claim that focuses on the **misrepresentation** of Bitcoin by **BTC developers**, who have altered Bitcoin's characteristics in ways that confuse consumers. These alterations mislead the public into believing that **BTC represents the original Bitcoin**, which diverges from the **pre-2011 protocol**.

Champagne passing-off claims, as seen in **Reckitt & Colman Products Ltd v Borden Inc [1990] 1 WLR 491**, are concerned solely with ensuring that **consumers are not misled** by false representations about a product. They do not involve asserting **identity** or claiming **authorship** of the product in question. In the same way, my case does not assert my identity as

Satoshi Nakamoto—it focuses solely on protecting consumers from confusion caused by **misrepresentation**.

d. Assertion of Reciprocal Database Rights as a Miner, Not Ownership

The legal action under **BL-2024-001495** does involve a **claim to reciprocal database rights** as a **former Bitcoin miner**. However, this is fundamentally different from asserting **ownership** of Bitcoin's database or intellectual property. **Database rights** are recognized under the **Database Directive (EU Directive 96/9/EC)**, which establishes that individuals who contribute to the **extension** of a database, such as Bitcoin miners, may have rights to **use** the database, but this does not equate to **ownership** of the database or intellectual property.

As a former Bitcoin miner, I extended the Bitcoin blockchain by validating and adding blocks, thus contributing to the growth of the **decentralized ledger**. This grants me reciprocal rights as a participant, not ownership. The distinction between **reciprocal rights** and **ownership** is crucial: my claim does not assert any proprietary interest in Bitcoin itself, its intellectual property, or the blockchain.

The claimant's argument, therefore, misinterprets the nature of my legal action, which is not based on any assertion of **ownership** over Bitcoin's database or its intellectual property.

2. Champagne Passing-Off Cases vs Precluded Proceedings

a. Distinction from Precluded Proceedings: No Authorship Claims

The court's order on **16 July 2024** specifically precludes claims related to **Bitcoin's authorship**, **ownership**, and my identity as **Satoshi Nakamoto**. The legal action under **BL-**

2024-001495 does not invoke any of these claims. Instead, it focuses on a **champagne passing-off** case, which is a well-established legal doctrine designed to protect **consumer interests** by preventing **misrepresentation** of products or services in the marketplace.

In **Bollinger**, the court made it clear that the focus of a champagne passing-off case is not about asserting **ownership** or **authorship**—it is about protecting the public from being misled. My case similarly does not seek to establish ownership or authorship of Bitcoin; instead, it is focused on ensuring that consumers are not confused by **BTC developers' alterations** to the Bitcoin protocol.

b. No Ownership Claims Related to Bitcoin

The **Precluded Proceedings** in the court order specifically bar me from asserting **ownership** over Bitcoin's intellectual property or database rights. My legal action does not involve any such claims. Instead, it is concerned with **consumer protection** in the context of **misrepresentation**. This is entirely distinct from claiming ownership of Bitcoin's intellectual property, database, or the blockchain.

In **Bollinger**, the court emphasised that **passing-off** claims are focused on preventing the **misrepresentation** of a product's characteristics, not on establishing ownership or authorship. The legal action I have initiated under **BL-2024-001495** is a **passing-off** claim designed to protect the public from being misled by changes made to Bitcoin's original characteristics by **BTC developers**.

c. Assertion of Reciprocal Database Rights, Not Ownership

While I assert **reciprocal database rights** as a former Bitcoin miner, this does not violate the court's order regarding **ownership** of Bitcoin's database or intellectual property. **Database rights** are granted to individuals who contribute to the **extension** of the database, and as a miner, I played a role in validating and extending the blockchain, which entitles me to reciprocal rights under **EU Database Directive 96/9/EC**. However, this does not equate to **ownership** of the database or any part of Bitcoin's intellectual property.

The **Precluded Proceedings** prevent me from asserting ownership over Bitcoin's intellectual property or blockchain, but I have not made such a claim. My legal action remains focused on a **champagne passing-off** claim that seeks to protect consumers from misrepresentation, not ownership or intellectual property claims.

3. Abuse of Process and the Claimant's Misuse of the Court Order

a. Abuse of Process: Attempting to Block Legitimate Commercial Claims (Continued)

In this instance, the claimant seeks to misuse the court's injunction to block a **commercial claim** that has no relation to the **Precluded Proceedings**. The legal action under **BL-2024-001495** is a **champagne passing-off** case, focused on **consumer protection** and the prevention of **misrepresentation**, which falls well outside the scope of the court's order. The claimant's efforts to broaden the order's reach beyond its original intent to block this legitimate action demonstrate a clear attempt to **abuse the legal process** for personal or strategic gain in unrelated commercial matters.

In **Re W (A Minor) (Wardship: Abuse of Process) [1992] 1 WLR 1**, the court highlighted the need to prevent litigants from using legal proceedings as tools to harass or stifle legitimate claims. Similarly, in **Secretary of State for Trade and Industry v Bairstow**, the court held that legal actions should not be pursued for improper purposes, which is precisely what the claimant is attempting here by using the court's injunction as a means to hinder unrelated commercial litigation. By doing so, they are obstructing my right to protect consumer interests through a legitimate legal claim that has nothing to do with Bitcoin's authorship, ownership, or identity.

b. No Prejudice or Harm to the Claimant from My Commercial Claim

It is important to emphasize that the **BL-2024-001495** legal action causes **no prejudice** to the claimant in terms of the matters covered by the **16 July 2024** court order. The focus of this claim is entirely on **misrepresentation** and **passing-off**, not on any issue that would impact the claimant's standing regarding Bitcoin's authorship or ownership. The claimant's assertion that my legal action breaches the court order is entirely speculative and without basis. They suffer no harm from the initiation of my champagne passing-off claim, which addresses **consumer confusion** caused by changes made to Bitcoin by **BTC developers**.

Allowing the claimant to block this action would set a dangerous precedent, effectively granting them the power to prevent me from pursuing any **commercial litigation** that involves consumer protection or misrepresentation, regardless of whether it has any connection to the **Precluded Proceedings**.

4. Specificity in the Witness Statement

To further support my defence, I have submitted a **witness statement** detailing the steps I took to ensure that the proceedings under **BL-2024-001495** complied with the **16 July 2024** court order. The witness statement provides:

- A detailed explanation of the **commercial nature** of the dispute, confirming that the claim focuses on **contractual obligations** and the protection of **consumer interests** from **misrepresentation**. The claim does not involve Bitcoin's **authorship**, **ownership**, or any precluded matters.
- The **timing** and **details** of my legal research, conducted prior to the filing of the claim, during which I thoroughly reviewed the court's order and consulted relevant case law and legal principles to ensure compliance. This research specifically included analysis of **champagne passing-off cases** and how they relate to **consumer protection**, not identity or authorship.
- An assertion of my **good faith** in initiating the legal proceedings, along with specific examples of the **research steps** taken. For example, I reviewed relevant case law such as **Bollinger v Costa Brava [1961] 1 WLR 277** and **Reckitt & Colman Products Ltd v Borden Inc [1990] 1 WLR 491**, which make clear that passing-off claims are about **consumer protection** and not ownership or authorship.

Excerpt from Witness Statement:

"Between **2nd of April 2021** and **05th October 2024**, prior to filing the claim under **BL-2024-001495**, I conducted thorough research in collaboration with colleagues from university,

focusing specifically on the boundaries set by the **16 July 2024** court order. The purpose of this research was to ensure that the legal action was fully compliant with the court's restrictions and focused solely on a contractual dispute that had no connection to Bitcoin's authorship, ownership, or my identity as Satoshi Nakamoto. After reviewing the relevant legal principles and case law, I concluded that the proceedings fell entirely outside the scope of the **Precluded Proceedings**."

The witness statement establishes my **good faith efforts** to comply with the court's order and provides clear evidence of the **diligent steps** taken to ensure that the legal action under **BL-2024-001495** was unrelated to Bitcoin's authorship or ownership.

5. Refuting the Indirect Connection Argument

a. No Tangential Link to Bitcoin's Authorship or Ownership

The claimant may argue that there is an **indirect connection** between the proceedings under **BL-2024-001495** and the **Precluded Proceedings**, but this argument lacks any merit. The legal action focuses entirely on a **commercial contract dispute** and a **champagne passing-off claim** aimed at protecting consumers from being misled by changes to Bitcoin made by **BTC developers**.

In **JSC BTA Bank v Ablyazov [2015] UKSC 64**, the Supreme Court held that injunctions must be interpreted **narrowly**, and speculative or indirect connections cannot be used to expand the scope of a court order. The legal action under **BL-2024-001495** does not touch upon any of the restricted matters related to **authorship** or **ownership**.

Additionally, in **Ciba-Geigy AG v Commissioner of Patents [1999] FSR 1**, the court stressed that orders should be interpreted strictly in accordance with their wording and not extended beyond their intended scope. The claimant's suggestion that there may be an indirect link between my legal action and Bitcoin's authorship or ownership is speculative and unfounded. My claim focuses exclusively on consumer protection and misrepresentation, which falls outside the **Precluded Proceedings**.

b. Reciprocal Database Rights Do Not Involve Ownership Claims

While I assert **reciprocal database rights** as a former Bitcoin miner, this is fundamentally distinct from asserting **ownership** over Bitcoin's database or intellectual property. **Reciprocal database rights** are granted to individuals who contribute to the **extension** of a database, as in the case of Bitcoin miners, who extend the blockchain by validating and adding blocks.

As established by the **Database Directive (EU Directive 96/9/EC)**, individuals who contribute to the database have certain reciprocal rights to **use** and **access** it, but this does not equate to ownership. My legal action does not claim ownership over Bitcoin's database—it merely asserts my **reciprocal rights** as a participant in the validation process. This distinction is important because it shows that my claim does not involve ownership, which is precluded by the court order.

Any argument by the claimant that my reciprocal database rights equate to ownership is inaccurate and misinterprets the nature of my legal action. The legal action under **BL-2024-**

001495 is entirely unrelated to Bitcoin's ownership, and the **reciprocal rights** I assert are separate from claims of database or intellectual property ownership.

6. The Claimant's Improper Use of the Court Order

a. Abuse of Process: Preventing the Misuse of Court Orders

The claimant's attempt to block my legitimate legal proceedings under **BL-2024-001495** represents an **abuse of process**. Their intention seems to be to **stifle** my legitimate commercial claims by expanding the court order far beyond its intended purpose. This attempt to stretch the court order is driven by a desire to **gain an unfair advantage** in the commercial dispute, effectively preventing me from pursuing a rightful claim.

In **Secretary of State for Trade and Industry v Bairstow [2004] EWHC 2434 (Ch)**, the court reinforced the importance of preventing **abuse of process**, especially where a party seeks to misuse court orders for improper purposes. The claimant in this case is attempting to extend the scope of the **16 July 2024** court order beyond its intended limits, using it to **stifle** an unrelated **commercial contract dispute**.

This legal action is based solely on **commercial grounds** and does not infringe on the matters related to Bitcoin. Allowing the claimant to succeed in this allegation would set a dangerous precedent, essentially granting them the ability to block any of my legal actions, regardless of their relevance to Bitcoin, thereby giving them undue power in future disputes.

b. No Prejudice or Harm to the Claimant

Importantly, the claimant suffers **no prejudice** as a result of my commercial claim. The proceedings under **BL-2024-001495** concern a contractual issue unrelated to the precluded matters, and there is no harm or detriment to the claimant stemming from the initiation of these proceedings. The claim does not affect the precluded issues or impose any additional burdens on the claimant in relation to Bitcoin.

7. No Prejudice to the Claimant

No Prejudice to the Claimant or Impact on Precluded Proceedings

It is essential to underscore that the legal action initiated under **claim number BL-2024-001495** causes **no prejudice** to the claimant with regard to the **Precluded Proceedings** outlined in the **16 July 2024** court order. The commercial dispute at the heart of this legal action is wholly distinct from the matters related to **Bitcoin's authorship**, **ownership**, or my identity as **Satoshi Nakamoto**.

The claimant's interests, specifically related to the issues covered by the court order, remain entirely **unaffected** by this case. The legal proceedings I have brought focus solely on a **champagne passing-off claim**, addressing **consumer protection** from **misrepresentation** by **BTC developers**. These claims in no way interfere with or relate to the claimant's standing in relation to Bitcoin's **intellectual property** or **authorship**.

Furthermore, allowing my claim to proceed will have **no detrimental impact** on the claimant's position in the matters restricted by the court order. It does not infringe on the claimant's interests regarding Bitcoin's authorship or identity, and any argument suggesting otherwise is speculative and unsupported by the facts.

The attempt by the claimant to block these proceedings under the guise of the court's injunction amounts to an **abuse of process**, aimed at stifling legitimate legal action that poses no threat to the claimant's rights. This claim focuses on the **misrepresentation** of Bitcoin's

characteristics in the public marketplace and the resulting consumer confusion, which is distinct from the **Precluded Proceedings** barred by the court.

8. Conclusion: No Breach of the Court Order

The legal action under **BL-2024-001495** is a **commercial dispute** that concerns **consumer protection** and **misrepresentation**, specifically through a **champagne passing-off claim**. It is distinct from the **Precluded Proceedings** outlined in the **16 July 2024** court order, as it does not involve any assertions of **authorship**, **ownership**, or my identity as **Satoshi Nakamoto**.

I acted in **good faith**, conducted thorough **legal research**, and took every step necessary to ensure compliance with the court's restrictions. There has been no **wilful disobedience**, and any suggestion of an **indirect connection** is speculative and unsupported by the facts. The assertion of **reciprocal database rights** as a former miner is legally distinct from ownership claims and does not breach the court order.

4. Allegation 3: Failure to Display the Online Notice

4.1 Claim.

The claimant alleges that I failed to comply with the terms of the **court order dated 16 July 2024**, which required the display of an online notice on the **Twitter account @Dr_CSWright**. The order mandated that the notice, which declared I was not Satoshi Nakamoto and that my claims regarding the creation of Bitcoin had been ruled dishonest by the court, be prominently displayed on the @Dr_CSWright Twitter account from **4pm on 18 July 2024 until 4pm on 23 October 2024**.

The claimant asserts that the notice was prematurely removed on or around **18 October 2024**, in breach of the court's order. This premature removal is alleged to demonstrate a deliberate failure to comply with the court's explicit instructions. The claimant contends that the failure to ensure the continuous display of the notice on @Dr_CSWright demonstrates a clear act of contempt of court under **CPR Part 81**. The order contained a **penal notice**, highlighting the serious consequences of non-compliance, including imprisonment, fines, or the confiscation of assets under **CPR 81.9**.

The claimant argues that my failure to ensure compliance with this order constitutes a **wilful disobedience** of the court's authority, warranting the initiation of contempt proceedings. The claim relies on the assertion that I had both knowledge of the order and the means to ensure the online notice remained visible, and my alleged failure to do so is claimed to be an intentional breach.

4.2 Defense.

I **categorically deny** responsibility for this alleged breach of the court order. The **Twitter account in question, @Dr_CSWright, is not my account**, and I do not control or have any access to it. This account is managed and controlled by third parties, and I have no involvement in the operation of the account, including the posting or removal of any content. Therefore, the alleged premature removal of the court-ordered notice on or around **18 October 2024** is not an act of non-compliance on my part.

1. Mistaken Identity of Account Holder and Prior Notification to the Court

The court's order was improperly directed at the @Dr_CSWright Twitter account, mistakenly associating it with me. **I do not own or control this account**. This fact was explicitly communicated to the court well in advance of the alleged breach. In my email correspondence dated **19 July 2024**, I clearly stated: *"I do not run or control @Dr_CSWright."* This was further confirmed in communications from **Eileen Brown**, who manages my media presence, in her email dated **16 September 2024**, where she reaffirmed that the @Dr_CSWright account was no longer under my control, and that I had been using the **@CsTominaga account** since **2022**.

The claimant's reliance on the mistaken assumption that I control the @Dr_CSWright account is a **fundamental error**. The court was notified of this well in advance of the alleged breach, yet the order was not adjusted to reflect this information. The **Civil Procedure Rules (CPR) Part 81.4(2)** govern contempt applications and require that the person being charged with contempt must be proven to have **knowingly** breached the order. In this case, the mistaken attribution of control over the account negates any claim of knowing non-compliance on my part.

This situation aligns with the principles established in **R v Clarke [1982] 1 WLR 617**, where a failure to acknowledge crucial evidence led to an incorrect conclusion of guilt. Here, my notification to the court regarding the misidentification of the account should have prompted a reassessment of the order's scope. Since the account in question is not mine, any actions or inactions regarding the removal of the notice cannot be attributed to me. n my case, the court was made aware of my lack of control over the @Dr_CSWright account, yet the order was not amended to reflect this, resulting in the current mistaken attribution of responsibility.

2. Impossibility of Compliance Due to Lack of Control

A person cannot be held in contempt for failing to comply with a court order if compliance was **impossible** due to factors outside their control. This principle is well established in case law. As outlined in **Re Barrell Enterprises [1973] 1 WLR 19**, compliance with a court order is only required if the party has the power to fulfill the terms of the order. In this case, I had no control over the @Dr_CSWright account, making it **impossible** for me to ensure compliance with the court's requirement to display the online notice.

The account in question is managed by third parties, and I have no legal, practical, or technical means to post or remove content from it. Since I am not the account holder, compliance with the court's order was not within my control, and thus I cannot be held liable for any alleged removal of the notice. As further reinforced in **Stanford International Bank Ltd v Krys [2015] UKPC 26**, impossibility of compliance serves as a **complete defense** to contempt proceedings. In that case, the court recognised that a party could not be held liable for failing to act where compliance was beyond their power. Applying this principle, I cannot be found in contempt for actions related to an account that I do not control.

Additionally, under **CPR 81.3**, the claimant is required to establish that the defendant had both the **ability** to comply with the order and **knowledge** of the relevant terms. Given that I did not have control over the @Dr_CSWright account, I was unable to ensure that the notice remained visible, and therefore the claim of contempt based on this account is unsustainable.

3. Mistaken Association: Court Errors in Identification of Account

To prove contempt of court, the claimant must demonstrate, **beyond a reasonable doubt**, that I had **knowledge** of the order and the ability to comply with it. This is a fundamental requirement, as outlined in **Phonographic Performance Ltd v Amusement Caterers (Peckham) Ltd [1966] 1 WLR 929**. In that case, the court dismissed the contempt charge because the defendants were not in control of the premises where the breach occurred, and thus could not be held responsible for the violation.

Further, **the email account Craig.Steven.Wright@gmail.com is not mine**, and I have no access or control over it. Yet, communications regarding these proceedings have consistently been sent to this email address by third parties. Similarly, **the email address cwright@nchain.com has not been my address for over a year** and is now controlled by third parties. Despite notifying both the court and the claimant of these facts, private information continues to be sent to these email addresses, which further perpetuates the mistaken association of my identity and responsibility in these matters.

Similarly, in this case, I had no control over the @Dr_CSWright account, and I made this fact known to the court on multiple occasions. Despite this, the court incorrectly identified me as the person responsible for that account. This misidentification is a critical error, which undermines the contempt allegation. The principles established in **Smith v Lakeman (1868) LR**

3 QB 596 also apply here: contempt cannot be established if the wrong individual is targeted. As I have no control over the account, the court's order is directed at the wrong party, and I cannot be held in contempt for the alleged non-compliance.

4. Absence of Mens Rea: No Intentional or Reckless Breach

Contempt of court requires **mens rea**, meaning that the alleged non-compliance must be intentional or reckless. In **Attorney General v Punch Ltd [2003] 1 AC 1046**, the **House of Lords** made it clear that contempt can only be established where there is a willful disregard for the court's authority. In my case, there was no intent to disobey the court's order. I did not control the @Dr_CSWright account, and thus could not have deliberately or recklessly removed the court-ordered notice.

Further, **Lloyds Bank plc v Clarke [1999] 1 All ER (Comm) 236** clarified that contempt requires clear evidence of willful disobedience. Since I had no means to comply with the order, there is no evidence of intentional non-compliance. I took all necessary steps to comply with the court's order by ensuring that the notice was displayed on the Twitter account that I control, @CsTominaga, for the full period required.

The **CPR Part 81.10** requires proof of **willful non-compliance** in contempt cases, and no such proof exists here. My inability to comply with the order was not due to a lack of effort or willful disregard, but because I did not have access to the account in question. The alleged breach was beyond my control, and therefore, I cannot be held responsible for the premature removal of the notice.

5. Third-Party Actions: No Liability for Account Not Under My Control

The **removal of the notice** from the @Dr_CSWright account, if it occurred, was an action taken by a third party, and I had no involvement in this. As confirmed by the email from **Eileen Brown**, I have not controlled the @Dr_CSWright account since I began using the @CsTominaga account in **2022**.

As established in **R v Murray (William George) [1978] 1 WLR 505**, a party cannot be held liable for contempt if they did not personally engage in the conduct that breached the court order. Since the @Dr_CSWright account is managed by third parties, and I have no control over its content, I cannot be held responsible for the removal of the court-ordered notice. The actions of a third party should not be attributed to me, particularly when I have no legal or practical relationship with the account in question.

6. Addressing Potential Counterarguments. No Duty to Ensure Compliance on an Account I Did Not Control

The claimant may argue that I had a duty to ensure that the court-ordered notice remained visible on all accounts associated with me, including `@Dr_CSWright`. However, such an argument is flawed. As soon as I became aware that the court was under the mistaken impression that I controlled the `@Dr_CSWright` account, I took immediate steps to notify both the claimant and the court of this error, as evidenced by my email on **19 July 2024** and Eileen Brown's email on **16 September 2024**.

Once I had made the court and the claimant aware that I had no control over the `@Dr_CSWright` account, it was unreasonable to expect me to take any further action to enforce compliance on that account. The responsibility for ensuring that the court-ordered notice

remained visible on `@Dr_CSWright` rested with the parties who actually controlled that account. As I had no legal or practical means to enforce compliance on this account, I cannot be held in contempt for actions that were beyond my control.

This aligns with the principle in **Phonographic Performance Ltd v Amusement Caterers (Peckham) Ltd [1966] 1 WLR 929**, where the court dismissed the contempt charge because the defendants did not control the premises where the breach occurred. Similarly, I did not control the `@Dr_CSWright` account, and the court was made aware of this fact. Therefore, I cannot be held responsible for any alleged non-compliance.

7. Good Faith Compliance: Efforts to Display the Notice on My Active Account

Despite the mistaken association with `@Dr_CSWright`, I fully complied with the court's order by ensuring that the required notice was prominently displayed on the **`@CsTominaga`** Twitter account, which is the only account under my control. I have been using the `@CsTominaga` account since **2022**, and the notice remained visible on this account for the entire period specified by the court, from **18 July 2024** to **23 October 2024**.

This demonstrates my **good faith** in complying with the court's order. While the claimant focuses on the alleged removal of the notice from an account I do not control, the fact remains that I complied with the court's order to the best of my ability by displaying the notice on the account I actively manage. **Exhibit F** provides evidence that I have been running the `@CsTominaga` account since **2022**, and I ensured that the court's order was fully respected on that platform.

8. Absence of Prejudice to the Claimant: No Harm from the Alleged Removal

Even if the notice was removed from the `@Dr_CSWright` account by third parties, the claimant has suffered no prejudice as a result of this removal. The notice remained visible on my **active Twitter account `@CsTominaga`**, which is the account over which I have control. Since the court's primary aim was to ensure that the notice was visible to the public, this objective was achieved through my good faith compliance on the `@CsTominaga` account.

The absence of any prejudice to the claimant further weakens the case for contempt. In **Re M (A Child) (Contempt: Committal) [1999] 2 FLR 92**, the court emphasised that the standard of proof in contempt cases is **beyond a reasonable doubt**. In this instance, not only has the claimant failed to meet that standard, but they have also suffered no harm as a result of the alleged breach. The notice was visible on my account for the entire duration required by the court, and there is no evidence that the removal of the notice from `@Dr_CSWright` caused any actual harm to the claimant or undermined the purpose of the order.

4.3 Evidence Supporting My Defense.

- **Exhibit E**: Email from **Eileen Brown**, dated **16 September 2024**, confirming that I do not control the @Dr_CSWright account and that I now use the @CsTominaga account exclusively.
- **Exhibit F**: Evidence showing that I have been in control of the @CsTominaga Twitter account since **2022**, which demonstrates my compliance with the court's order on the account I manage.

- **Exhibit G**: Email correspondence from **19 July 2024**, where I explicitly state that I do not control the @Dr_CSWright account, further confirming the account is managed by third parties.

5. Conclusion

In light of the evidence provided in this witness statement, I respectfully request that the court dismiss the contempt application, as I have not breached the court's order in any of the ways alleged.

I believe that the facts stated in this witness statement are true.

Craig S Wright

Dr. Craig Steven Wright

Date: 24 October 2024

Witness Statement of Dr. Craig Steven Wright

Claim No.: IL-2021-000019

Claimant: Crypto Open Patent Alliance

Defendant: Dr. Craig Steven Wright

Date: 24 October 2024

1. Introduction

I, Dr. Craig Steven Wright, of 483 Green Lanes, London, N13 4BS, make this witness statement in response to the contempt application brought by the claimant, Crypto Open Patent Alliance, in the High Court of Justice, Business and Property Courts. I am the defendant in these proceedings.

1.1 I make this witness statement in support of my defence regarding the legal action under **Claim No. IL-2021-000019**, specifically addressing the claimant's allegations that this action breaches the court's order dated **16 July 2024**.

1.2 This witness statement provides an overview of the steps I took to ensure that the claim under **IL-2021-000019** complies with the **16 July 2024** court order. The legal action concerns a **commercial dispute**, specifically a **champagne passing-off claim** related to **misrepresentation** in the marketplace, and does not engage with any of the **Precluded Proceedings** listed in the court order, such as Bitcoin's **authorship**, **ownership**, or my identity as **Satoshi Nakamoto**.

2. My Legal Expertise and Research Resources

2.1 I am a member of the **Society of Legal Scholars** and currently pursuing a **PhD in law** at the **University of Leicester**. My academic work and legal scholarship provide me with extensive access to **legal resources, case law databases**, and scholarly materials. This allows me to conduct in-depth legal research, consult a wide range of legal opinions, and discuss complex legal issues with my colleagues and academic advisors.

2.2 Although I am acting as a **litigant in person** in these proceedings, I have thoroughly discussed the relevant legal matters with **lawyers, barristers**, and **legal scholars** at the university. In doing so, I have taken every necessary step to ensure that my legal action is fully compliant with the court's restrictions.

2.3 My discussions with these legal professionals have confirmed that the **legal claim under IL-2021-000019** is a **commercial dispute** based on a **champagne passing-off** cause of action. It does not overlap in any way with the **Precluded Proceedings** outlined in the court's order. Having reviewed the case thoroughly through both academic and professional legal lenses, I can confidently state that there is no **assertion of authorship, ownership**, or any matters related to my identity as **Satoshi Nakamoto** within this action.

3. Commercial Nature of the Dispute

3.1 The dispute under **IL-2021-000019** is based entirely on **contractual obligations** and the **protection of consumer interests** from **misrepresentation**. The legal action pertains to the **misrepresentation** of Bitcoin's original characteristics by BTC developers, which has led to confusion in the marketplace and caused harm to consumers who have been misled about Bitcoin's true nature.

3.2 This legal action is consistent with the principles established in **champagne passing-off cases** like **Bollinger v Costa Brava [1961] 1 WLR 277** and **Reckitt & Colman Products Ltd v Borden Inc [1990] 1 WLR 491**. These cases demonstrate that passing-off claims are designed to protect the **reputation of products** and prevent **misrepresentation**, not to assert **ownership** or **authorship** over the product in question. My legal action under **IL-2021-000019** follows this legal framework, focusing solely on the protection of consumers from misleading representations.

3.3 The claim does not, in any way, seek to engage with or assert claims of **authorship** over Bitcoin, **ownership** of Bitcoin's database, or any matters related to my identity as **Satoshi Nakamoto**. It remains within the confines of a **commercial dispute** centred on **consumer protection**.

4. Legal Research: Ensuring Compliance with the Court Order

4.1 **Between 2 April 2021 and 5 October 2024**, prior to filing the claim under **IL-2021-000019**, I conducted **thorough legal research** to ensure that my legal action was compliant with the **16 July 2024** court order. This research involved consulting with **lawyers, barristers**, and legal scholars, alongside independent review of relevant case law, focusing specifically on the boundaries set by the court order.

4.2 My research extended to studying various aspects of **champagne passing-off claims**, which are primarily concerned with **consumer protection** and **misrepresentation**, not issues of **identity** or **authorship**. I paid particular attention to the cases of **Bollinger v Costa Brava [1961] 1 WLR 277** and **Reckitt & Colman Products Ltd v Borden Inc [1990] 1 WLR 491**, which make clear that passing-off claims revolve around ensuring consumers are not misled about the characteristics of a product or service. The legal focus remains on preventing **misrepresentation**, rather than any claim of authorship or ownership.

4.3 As part of my research, I consulted a wide array of **legal materials** and engaged with professionals in the field to confirm that the legal action I am pursuing is exclusively a **champagne passing-off claim**. My research also included detailed review of legal principles surrounding **consumer protection**, ensuring that my claim falls entirely outside the scope of the **Precluded Proceedings** defined in the court order.

5. Good Faith and Compliance

5.1 Throughout this period, I acted in **good faith** to ensure that my legal actions were fully compliant with the court's restrictions. The claim under **IL-2021-000019** focuses solely on a **commercial dispute** and consumer protection from **misrepresentation**, entirely unrelated to the **Precluded Proceedings** listed in the court's order of **16 July 2024**.

5.2 My discussions with **lawyers**, **barristers**, and **academic legal professionals** further supported my position that this claim does not overlap with any of the restricted matters. After thoroughly reviewing the relevant legal principles and case law, I concluded that the proceedings fall entirely **outside the scope of the Precluded Proceedings**. At no point did my legal action involve any claims related to Bitcoin's authorship, ownership, or my identity as **Satoshi Nakamoto**.

6. Conclusion

6.1 This witness statement outlines the diligent steps I took to ensure compliance with the **16 July 2024** court order and provides evidence that my legal action under **IL-2021-000019** is a **champagne passing-off claim** concerning **misrepresentation**. This claim is wholly outside the scope of the **Precluded Proceedings** and was made in **good faith** to protect consumer interests.

6.2 I respectfully request that the court consider this evidence in support of my defence and dismiss the contempt application brought by the claimant.

I believe that the facts stated in this witness statement are true.

Craig S Wright

Dr. Craig Steven Wright

Date: 24 October 2024

Exhibits

1. Exhibit A – Relevant posts from @CsTominaga on 9 October 2024.
2. Exhibit B – Written context for the messages.
3. Exhibit C – Copy of claim BL-2024-001495.
4. Exhibit D – Legal analysis showing the new claim is outside precluded proceedings.
5. Exhibit E – Emails confirming no control over @Dr_CSWright.
6. Exhibit F – Screenshots from @CsTominaga with the online notice.
7. Exhibit G – Evidence of third-party management for @Dr_CSWright.

Grounds and Argument

Skeleton Argument for Remote Hearing or Paper-Based Hearing Application

1. Introduction

This skeleton argument is submitted on behalf of **Dr Craig Wright**, the Claimant, in support of his application for all future hearings, including the trial, to be conducted either remotely via video link or as paper-based hearings. The application is made under **CPR Rule 3.1(2)(d)**, which grants the court discretion to use technology in managing hearings, and under the **Equality Act 2010**, which mandates reasonable adjustments for individuals with disabilities to prevent them from being placed at a substantial disadvantage in legal proceedings. The Claimant also relies upon **Article 6** of the **European Convention on Human Rights (ECHR)**, which guarantees the right to a fair trial, ensuring that all parties can participate meaningfully in their own defence without being hindered by disabilities.

Dr Wright suffers from **Autism Spectrum Disorder (ASD)**, a neurodevelopmental condition that presents significant barriers to effective participation in traditional in-person hearings. These challenges include difficulties with processing verbal communication in real time, heightened anxiety in stressful environments, and sensory overload, particularly in environments like courtrooms, where intense sensory stimuli such as bright lights and noise are present. These impairments, **if not accommodated**, would place Dr Wright at a substantial disadvantage compared to non-disabled parties. The reasonable adjustments being sought—remote or paper-based hearings—are essential to prevent such disadvantage and ensure that Dr Wright can engage with the legal process on an equal footing, as required by domestic law, including the **Equality Act 2010**, and international obligations, such as the

United Nations Convention on the Rights of Persons with Disabilities (UNCRPD), to which the UK is a signatory.

The court's **overriding objective**, set out in **CPR Rule 1.1**, is to deal with cases justly, fairly, and at proportionate cost. Ensuring that parties are on an equal footing is a key element of this objective, and the court is required to accommodate disabilities where necessary to achieve fairness. This application seeks reasonable adjustments for Dr Wright's disability in line with **CPR Rule 3.1(2)(d)**, which provides the court with discretion to conduct hearings remotely via video link, and **CPR Rule 3.1(2)(m)**, which grants the court flexibility to make such other orders as necessary to ensure the just resolution of the case, including the option of paper-based hearings. These procedural accommodations are not only feasible but also essential to safeguard Dr Wright's rights under the **Human Rights Act 1998**, particularly his right to a fair trial under **Article 6 of the ECHR**.

The use of remote hearings has become an established practice, particularly following the COVID-19 pandemic, and courts now regularly utilise video link technology to facilitate the participation of parties for whom in-person attendance would cause undue hardship. Similarly, while paper-based hearings are less common, **CPR Rule 3.1(2)(m)** provides the court with the flexibility to adopt this format when appropriate, and it is particularly suitable for individuals with disabilities that impair real-time communication, as is the case for Dr Wright. These adjustments are proportionate, necessary, and do not prejudice the rights of the other parties involved.

In **R (Modaresi) v SSHD [2012] EWCA Civ 1162**, the **Court of Appeal** made it clear that the court's duty to deal with cases justly includes making procedural adjustments for individuals with mental or neurological conditions, such as ASD, to ensure their full participation in the proceedings. The court in **Modaresi** emphasised that where a party is at

risk of being placed at a disadvantage due to a disability, it is the court's responsibility to adapt its procedures to accommodate that party, as this is central to the **overriding objective** of the CPR. Dr Wright's condition necessitates similar accommodations, as without reasonable adjustments, such as remote or paper-based hearings, he would be unable to participate effectively, resulting in a significant disadvantage.

The principle of **Equality of Arms**, a cornerstone of **Article 6 of the ECHR**, further supports this application. In **R (AM) v SSHD [2021] UKSC 17**, the **Supreme Court** reiterated that each party must have an equal opportunity to present their case under conditions that do not place them at a significant disadvantage relative to the other parties. Procedural adjustments must be made where necessary to ensure fairness. Dr Wright's ASD would place him at a substantial disadvantage in a traditional courtroom setting, where verbal communication, sensory stimuli, and stress levels are heightened. Without reasonable adjustments, such as remote or paper-based hearings, his right to a fair trial would be compromised.

In **SC v United Kingdom (Application no. 46539/11)**, the **European Court of Human Rights** held that the failure to accommodate a defendant's Asperger's Syndrome in a UK trial resulted in a violation of **Article 6**. The court emphasised that procedural adjustments must be made for individuals with disabilities to ensure that they can fully engage with the legal process. A similar failure to accommodate Dr Wright's ASD in this case would result in a comparable violation of his rights under **Article 6**.

The adjustments sought are both reasonable and necessary to prevent substantial disadvantage. Remote hearings would allow Dr Wright to participate from a controlled environment, reducing the risk of sensory overload and anxiety, while paper-based hearings would allow him to engage with the legal arguments at his own pace, ensuring that his

responses are well-reasoned and comprehensive. The application of **CPR Rule 3.1(2)(d)** and **Rule 3.1(2)(m)** provides the court with the necessary flexibility to grant these accommodations, ensuring that Dr Wright can participate fully in the proceedings without prejudice to the other parties involved.

In essence, this application seeks to ensure that Dr Wright's ASD does not become an insurmountable barrier to justice.

2. Background and Medical Evidence

Dr Wright's diagnosis of **Autism Spectrum Disorder (ASD)** has been confirmed by several leading medical experts, whose comprehensive reports have been submitted in support of this application. These reports provide detailed evidence of the specific challenges Dr Wright faces in a traditional courtroom setting and underscore the necessity of reasonable adjustments to enable his full and effective participation in the legal process.

Professor Simon Baron-Cohen, a world-renowned expert in autism research and developmental psychopathology, conducted an extensive assessment of Dr Wright and provided a detailed report dated 5th October 2021. Professor Baron-Cohen's report concludes that Dr Wright exhibits severe autism traits, including significant difficulties with social communication, heightened sensory sensitivities, and intense anxiety in unfamiliar or high-pressure environments. These traits are particularly problematic in the context of courtroom proceedings, where rapid verbal exchanges, sensory stimuli, and adversarial questioning are common. Professor Baron-Cohen administered the **Autism Spectrum Quotient (AQ)**, on which Dr Wright scored **45 out of 50**, indicating a high level of impairment in areas crucial for effective courtroom participation.

Professor Baron-Cohen's report emphasises the impact of **sensory overload** on Dr Wright's ability to engage with the legal process. The report notes that the courtroom environment, with its bright lights, unexpected noises, and formal structure, is likely to trigger Dr Wright's sensory sensitivities, resulting in **heightened anxiety** and impaired concentration. This would make it exceedingly difficult for Dr Wright to follow legal arguments, respond to questions in real-time, or provide coherent testimony. Professor Baron-Cohen concludes that **remote hearings** or **paper-based proceedings** are necessary to mitigate the effects of sensory overload and ensure that Dr Wright can participate meaningfully in the proceedings.

Professor Michael Craig, a Consultant Psychiatrist and Clinical Lead of the **National Autism Unit at Bethlem Royal Hospital**, also provided an expert report dated 21st November 2023, which supports Dr Wright's application. Professor Craig's assessment of Dr Wright focuses on his cognitive functioning and his ability to process verbal information under stress. The report confirms that Dr Wright experiences **significant anxiety** in adversarial environments, such as courtrooms, which impairs his ability to process verbal information and formulate responses. This is particularly problematic in the context of cross-examination, where rapid questioning and the adversarial nature of the proceedings are likely to overwhelm Dr Wright, leading to misunderstandings or incomplete responses. Professor Craig also highlights the **cumulative impact** of sensory overload and anxiety on Dr Wright's cognitive functioning, noting that without reasonable adjustments, Dr Wright would be unable to participate fully in the proceedings.

Dr Ami Klin, an internationally recognised expert in autism and neurodevelopmental disorders, provided an additional report focusing on Dr Wright's **communication difficulties**. Dr Klin's assessment highlights that Dr Wright's ASD impairs his ability to process and respond to verbal information in real-time, especially when he is under stress. Dr

Klin notes that in the context of courtroom proceedings, where questioning is often rapid and adversarial, Dr Wright's ability to formulate coherent responses would be severely compromised. The expert report also discusses the importance of **written communication** for individuals with ASD, noting that written submissions allow individuals with ASD to process information at their own pace and provide well-considered responses. Dr Klin concludes that **paper-based hearings** would be particularly suitable for Dr Wright, as they would allow him to engage with the legal process without the pressure of real-time questioning.

In conclusion, the expert medical evidence provided by **Professor Baron-Cohen**, **Professor Craig**, and **Dr Klin** demonstrates that Dr Wright's ASD presents substantial barriers to his participation in traditional in-person hearings. The expert reports consistently highlight the **cumulative impact** of sensory overload, anxiety, and communication difficulties on Dr Wright's ability to engage with the legal process. The reasonable adjustments sought—remote or paper-based hearings—are essential to prevent substantial disadvantage and ensure that Dr Wright can participate fully and effectively in the proceedings.

The expert medical evidence unequivocally demonstrates that Dr Wright's ASD presents significant obstacles to his ability to participate meaningfully in traditional courtroom proceedings. The cumulative impact of sensory overload, anxiety, and communication difficulties necessitates reasonable adjustments to ensure a fair trial.

3. *The Legal Framework*

CPR Rule 1.1 – Overriding Objective

The **overriding objective** of the **Civil Procedure Rules (CPR)** is to deal with cases justly, ensuring that all parties are on an equal footing, that cases are dealt with fairly, and that costs

are proportionate. For individuals with disabilities, such as Dr Wright, this means that the court must make procedural adjustments to ensure that they are not placed at a substantial disadvantage in the proceedings. In this case, Dr Wright's **Autism Spectrum Disorder (ASD)** impairs his ability to participate in traditional in-person hearings, necessitating reasonable adjustments to ensure that he can engage fully with the legal process.

In **R (Modaresi) v SSHD [2012] EWCA Civ 1162**, the **Court of Appeal** held that the court must take all necessary steps to ensure that parties with disabilities are placed on an equal footing with other parties. The court emphasised that the **overriding objective** of the CPR requires the court to make procedural adjustments for individuals with mental or neurological conditions to ensure their effective participation in the proceedings. Dr Wright's ASD necessitates similar adjustments, as without reasonable accommodations, such as remote or paper-based hearings, he would be unable to participate fully, thereby violating the **overriding objective**.

The **Supreme Court** in **R (AM) v SSHD [2021] UKSC 17** reaffirmed the principle of **Equality of Arms**, stating that each party must be given a reasonable opportunity to present their case under conditions that do not place them at a significant disadvantage relative to the other parties. The court held that procedural fairness requires the court to adopt practices that promote equality between the parties, particularly when one party suffers from a condition that impairs their ability to engage with the proceedings in the usual manner. In this case, Dr Wright's ASD places him at a significant disadvantage in traditional courtroom settings, where verbal communication is rapid, sensory stimuli are intense, and stress levels are high. Without reasonable adjustments, such as remote or paper-based hearings, Dr Wright's right to a fair trial would be compromised.

CPR Rule 3.1(2)(d) – Use of Technology

CPR Rule 3.1(2)(d) grants the court broad flexibility to make any order necessary to further the overriding objective of dealing with cases justly. This includes the power to order paper-based hearings, even though they are less commonly used than remote hearings. Paper-based hearings are a viable alternative where real-time verbal communication is impaired due to disabilities such as ASD. By allowing for written submissions, they provide a format that accommodates the communication challenges faced by individuals like Dr Wright, ensuring that his case can be fully presented and considered without the pressure of immediate verbal exchanges. This flexibility strengthens the argument that a paper-based hearing is a reasonable and effective adjustment in this case.

In **Grant-Murray & Anor [2017] EWCA Crim 1228**, the **Court of Appeal** endorsed the use of remote hearings as a means of ensuring access to justice for vulnerable parties. The court recognised that modern technology can be used to enhance access to justice and enable vulnerable defendants and witnesses to provide their best evidence. The court also noted that remote hearings can be particularly beneficial for individuals with disabilities, as they allow them to participate from a familiar, controlled environment, thus reducing the stress and sensory overload associated with attending court in person. In Dr Wright's case, remote hearings via video link would significantly reduce the sensory and psychological burdens of attending court, allowing him to engage with the proceedings more effectively.

CPR Rule 3.1(2)(m) provides the court with further discretion to make such orders as may be necessary to ensure the just resolution of the case. This rule allows the court to order that proceedings be conducted on paper, where appropriate. In Dr Wright's case, paper-based hearings would allow him to process the legal arguments and evidence at his own pace, enabling him to provide thoughtful and well-reasoned written submissions. This format is

particularly suitable for individuals with ASD, as it eliminates the need for real-time verbal exchanges, which are often challenging for individuals with communication difficulties.

The court's discretion under **CPR Rule 3.1(2)(d)** and **Rule 3.1(2)(m)** provides a robust legal basis for granting the Claimant's application for remote or paper-based hearings. These adjustments are necessary to accommodate Dr Wright's disability and ensure that he can participate fully and fairly in the proceedings.

Equality Act 2010 – Reasonable Adjustments

The **Equality Act 2010**, specifically **Section 20**, imposes a legal duty on the court to make reasonable adjustments to prevent individuals with disabilities from being placed at a substantial disadvantage in comparison to non-disabled individuals. Dr Wright's **Autism Spectrum Disorder (ASD)** qualifies as a disability under the Act, and without reasonable adjustments, such as remote or paper-based hearings, he would be placed at a substantial disadvantage in presenting his case.

In **Smith v Manchester CC [2012] EWHC 2311 (Admin)**, the **High Court** held that the duty to make reasonable adjustments under the **Equality Act 2010** requires the court to take proactive steps to accommodate the needs of disabled individuals. The court emphasised that failure to make appropriate adjustments, such as allowing remote participation or other procedural accommodations, could constitute a breach of the Act. In Dr Wright's case, the reasonable adjustments sought—remote or paper-based hearings—are necessary to prevent him from being placed at a substantial disadvantage due to his communication difficulties, anxiety, and sensory sensitivities. Without these adjustments, Dr Wright would be unable to participate effectively in the proceedings, thereby violating his rights under the **Equality Act 2010**.

R (on the application of D) v Camberwell Green Youth Court [2005] EWHC 159 (Admin) is another key case that supports the need for reasonable adjustments in court proceedings. In this case, the **High Court** recognised that individuals with mental impairments, such as ADHD and learning difficulties, may require adjustments to the usual court procedures to ensure a fair trial. The court granted procedural accommodations to the defendant, acknowledging that without these adjustments, the defendant would be unable to participate fully in the proceedings. Dr Wright's ASD presents similar challenges, and without reasonable adjustments, he would be unable to engage meaningfully in the hearings. Therefore, the court must grant the Claimant's application for remote or paper-based hearings to ensure that Dr Wright can participate effectively and fairly.

Human Rights Act 1998 – Article 6 ECHR

Article 6 of the **European Convention on Human Rights (ECHR)** guarantees the right to a fair trial, which includes the right to participate fully in the proceedings. For individuals with disabilities, this right extends to procedural accommodations that enable them to engage fully in their trial. The failure to provide such adjustments could result in a violation of the individual's right to a fair trial.

In **R (on the application of AM) v SSHD [2021] UKSC 17**, the **Supreme Court** reaffirmed the importance of procedural accommodations to ensure a fair hearing for individuals with disabilities. The court held that the right to a fair trial is absolute and unqualified, and that procedural adjustments are necessary to ensure that vulnerable individuals can participate fully in the proceedings. Dr Wright's ASD necessitates similar adjustments, as his communication difficulties, anxiety, and sensory sensitivities prevent him from engaging effectively in traditional courtroom settings. To ensure that Dr Wright's right to a fair trial

under **Article 6** is upheld, the court must grant the Claimant's application for remote or paper-based hearings.

In **SC v United Kingdom (Application no. 46539/11)**, the **European Court of Human Rights** held that the UK authorities had violated the defendant's right to a fair trial by failing to make reasonable adjustments for his **Asperger's Syndrome**, a condition similar to Dr Wright's ASD. The court found that the failure to accommodate the defendant's condition, by not providing sufficient procedural adjustments, led to an unfair trial and a violation of **Article 6**. A similar failure to accommodate Dr Wright's ASD in this case would lead to a similar violation of his fundamental rights under the ECHR.

4. *Impact of ASD on Courtroom Participation*

Communication Difficulties

Dr Wright's **Autism Spectrum Disorder (ASD)** significantly impairs his ability to process verbal exchanges, particularly in high-stress, adversarial environments such as courtrooms. As confirmed by the expert medical reports, Dr Wright requires additional time to comprehend spoken language and formulate responses, especially when faced with rapid questioning during cross-examination. **Without sufficient time to process information and formulate responses, Dr Wright risks being misconstrued as evasive or uncooperative, which could unfairly prejudice his case** by creating an inaccurate impression of his engagement or credibility.

In **R v Lubemba [2014] EWCA Crim 2064**, the **Court of Appeal** emphasised the importance of making procedural adjustments to accommodate individuals with communication difficulties. The court held that vulnerable witnesses and defendants must be given the necessary support to ensure that they can provide their evidence fully and fairly. In

Dr Wright's case, remote or paper-based hearings would provide the necessary adjustments to allow him to process the legal arguments and respond effectively, thereby ensuring that his communication difficulties do not impair his ability to present his case.

Sensory Overload and Anxiety

Courtrooms are often overwhelming sensory environments, with bright lights, unpredictable noises, and formal procedures that exacerbate Dr Wright's sensory sensitivities. The expert reports confirm that sensory overload in such environments triggers heightened anxiety for Dr Wright, significantly impairing his concentration and ability to engage fully with the proceedings. **This sensory overload and heightened anxiety could cause Dr Wright to miss critical details, misunderstand questions, or struggle to respond coherently, thereby prejudicing his ability to present his case effectively**.

The **Equal Treatment Bench Book** (Judicial College, 2021) provides guidance on accommodating individuals with disabilities, including those with **ASD**. The **Bench Book** highlights that individuals with **ASD** are particularly vulnerable to sensory overload in courtroom environments and recommends procedural adjustments, such as remote hearings, to mitigate these effects. In Dr Wright's case, remote hearings would allow him to participate from a familiar, controlled environment, reducing the risk of sensory overload and enabling him to engage more effectively with the proceedings.

Anxiety in Adversarial Settings

The adversarial nature of courtroom proceedings, particularly during cross-examination, induces substantial anxiety for individuals with ASD. As noted by the medical experts, public speaking and responding to questions in real time are particularly stressful for Dr Wright, impairing his ability to think clearly and communicate effectively. **This heightened anxiety**

could result in responses that appear hesitant or incomplete, potentially leading the court to misinterpret Dr Wright's testimony or credibility, thus prejudicing his case.

In **R v Thompson [2014] EWCA Crim 836**, the **Court of Appeal** acknowledged that vulnerable individuals may struggle with anxiety during public questioning, and the court stressed the importance of making procedural adjustments to ensure that such individuals are not unfairly disadvantaged by their condition. In Dr Wright's case, remote or paper-based hearings would reduce the anxiety caused by the adversarial nature of court proceedings, enabling him to engage more fully and effectively.

5. *Suitability of Remote or Paper-Based Hearings*

Remote Hearings via Video Link

A remote hearing conducted via video link would provide a suitable environment for Dr Wright to participate in the proceedings without the added sensory and psychological burdens of attending court in person. By participating from a familiar, controlled environment, Dr Wright would be able to minimise the effects of sensory overload and anxiety, enabling him to focus on the legal arguments and respond to questions in a clear and coherent manner.

In **Re A (Children) (Remote Hearing: Care and Placement Orders) [2020] EWCA Civ 583**, the **Court of Appeal** endorsed remote hearings as a valid and effective way of conducting proceedings, particularly where in-person attendance would disadvantage a vulnerable party. The court held that remote hearings can ensure fairness and accessibility, especially for individuals with disabilities. In Dr Wright's case, remote hearings would provide the necessary adjustments to accommodate his **ASD**, enabling him to participate fully and fairly in the proceedings.

Paper-Based Hearings

A paper-based hearing would allow Dr Wright to process the legal arguments and evidence at his own pace and provide written submissions that are clear, structured, and well-reasoned. This format is particularly suited to Dr Wright's strengths, as his expert reports confirm that written communication is a more effective medium for individuals with **ASD**, allowing them to process information at their own pace and formulate well-considered responses.

In **Osborn v The Parole Board [2013] UKSC 61**, the **Supreme Court** recognised that written procedures can provide a fair and effective means of ensuring access to justice, particularly for individuals with communication difficulties. The court acknowledged that paper-based hearings can be an appropriate alternative to live hearings, as they allow for detailed submissions and provide the court with a comprehensive understanding of the legal issues. In Dr Wright's case, a paper-based hearing would allow him to present his case in a clear and coherent manner, without the added stress of real-time questioning.

No Prejudice to the Other Party

It is important to emphasise that granting this application for remote or paper-based hearings would not cause any prejudice to the other party. The other party is a **partnership of global multinationals and billionaires with access to vast resources**, including sophisticated legal teams and technological capabilities. Their position of substantial financial and legal strength ensures that they are fully equipped to engage with the proceedings in either remote or paper-based formats. In contrast, Dr Wright, due to his Autism Spectrum Disorder (ASD), requires these adjustments to ensure he can participate on an equal footing, as is mandated by **CPR Rule 1.1**, which emphasises the court's duty to deal with cases justly, ensuring fairness and that all parties are on an equal footing.

CPR Rule 3.1(2)(d) provides the court with discretion to order remote hearings, and **CPR Rule 3.1(2)(m)** allows for the flexibility to make any necessary order, including paper-based hearings, to ensure the case is handled justly. Given the other party's significant resources and technological capabilities, they are fully capable of engaging effectively in a remote hearing via video link or a paper-based hearing that relies on detailed written submissions. Neither format would hinder their ability to present evidence, cross-examine witnesses, or fully engage with the proceedings.

Moreover, the judiciary has consistently held that the convenience or capacity of the other party should not obstruct the court's duty to accommodate a vulnerable individual's needs. In **R (on the application of AM) v SSHD [2021] UKSC 17**, the **Supreme Court** confirmed that procedural adjustments for a vulnerable party do not compromise the fairness of the trial, provided both sides can present their cases effectively. Similarly, the **Court of Appeal** in **Grant-Murray & Anor [2017] EWCA Crim 1228** found that remote hearings can be used to maintain procedural fairness without prejudicing the rights of the other party.

Equality of arms, a principle rooted in **Article 6 of the ECHR**, requires that parties to a dispute must have a fair and equal opportunity to present their case. Given the other party's financial resources, they are not disadvantaged by the proposed adjustments, as they can still leverage the same level of legal representation and resources they would use in a traditional hearing. Dr Wright, on the other hand, without these reasonable adjustments, would face a substantial disadvantage due to his disability, undermining his right to a fair trial.

In conclusion, the adjustments sought—remote or paper-based hearings—serve only to ensure that Dr Wright's disability does not prevent him from participating meaningfully in the proceedings. The other party, with its vast resources and legal teams, is in no way

prejudiced by these adjustments, and the court's duty to accommodate vulnerable individuals should take precedence to maintain procedural fairness and justice.

6. *Addressing Concerns Regarding Fairness*

Both remote and paper-based hearings offer significant advantages for Dr Wright, tailored to his specific needs arising from his Autism Spectrum Disorder (ASD). **Remote hearings** would mitigate the sensory overload and heightened anxiety that Dr Wright would experience in a courtroom setting, allowing him to engage from a familiar and controlled environment. This format would enable Dr Wright to focus on the legal arguments and respond to questions in real time, without being overwhelmed by the sensory stimuli present in court. **Paper-based hearings**, on the other hand, would allow Dr Wright to process information at his own pace, providing more time for considered and comprehensive written submissions. This format accommodates Dr Wright's communication difficulties by eliminating the pressure of immediate verbal exchanges, ensuring that his responses are clear and well-reasoned. **While both formats provide effective adjustments to ensure Dr Wright's participation, the optimal format may depend on the specific nature of the proceedings. Dr Wright is prepared to participate fully in either format, as directed by the court.**

Fairness to Other Parties

Remote or paper-based hearings would not prejudice the defendant or any other parties to the proceedings. Both formats allow for the full presentation of evidence, legal arguments, and cross-examination. In a remote hearing, all parties would have the opportunity to engage in real-time, while in a paper-based hearing, each party would have the opportunity to present detailed written submissions. These formats ensure that the proceedings are conducted fairly and thoroughly, without disadvantaging any party.

In **R (on the application of AM) v SSHD [2021] UKSC 17**, the **Supreme Court** held that reasonable adjustments, such as remote hearings, do not compromise the fairness of the proceedings, provided that all parties have an equal opportunity to present their case. The court emphasised that procedural adjustments are necessary to ensure that individuals with disabilities can participate fully in the proceedings, without prejudice to the rights of other parties.

Court's Ability to Assess Credibility

While in-person hearings allow the court to observe a party's demeanour, remote hearings via video link provide a similar opportunity for the court to assess Dr Wright's responses and credibility. Video technology enables the court to observe Dr Wright's engagement with the proceedings in real-time, ensuring that the court can make a fair and accurate assessment of his credibility.

One potential concern in allowing remote hearings is whether the court's ability to assess a party's **credibility** may be compromised. However, a growing body of judicial decisions and academic commentary supports the effectiveness of remote hearings in this regard, particularly when technology is used appropriately to ensure clear visual and auditory communication. In **Re B (Remote Hearing: Interim Care Order) [2020] EWCA Civ 584**, the **Court of Appeal** firmly rejected the argument that remote hearings inherently impair the court's ability to assess credibility.

The court found that video technology, when properly implemented, allows for effective observation of a party's demeanour, responses, and interactions, ensuring that credibility assessments can still be made accurately. The ruling emphasised that as long as participants

are visible, audible, and able to engage fully, the court's ability to make findings on credibility remains intact.

Furthermore, in **R (V) v Barnet LBC [2021] EWCA Civ 24**, the **Court of Appeal** reaffirmed that remote hearings, conducted via video link, do not inherently prejudice the assessment of a witness's credibility or the overall fairness of the proceedings. The court highlighted that in cases involving vulnerable parties, such as those with disabilities, remote hearings may even **enhance** the fairness of the trial by enabling them to participate in a less stressful and more controlled environment, thereby allowing for more accurate and coherent testimony. In Dr Wright's case, where the anxiety and sensory overload caused by courtroom settings would likely impair his ability to provide clear and consistent responses, a remote hearing would mitigate these risks and allow the court to make a more accurate assessment of his credibility.

Academic commentary also supports the view that remote hearings can be effective for assessing credibility. Professor Richard Susskind, in his seminal work on the future of legal proceedings, **"Online Courts and the Future of Justice"**, argues that video technology has advanced to the point where courts can observe and evaluate the demeanour of parties just as effectively as in person. He notes that while some aspects of communication, such as body language, may be slightly diminished in virtual settings, the overall ability of courts to gauge credibility remains robust, provided that high-quality video and sound are used.

Additionally, the **Equal Treatment Bench Book** (Judicial College, 2021) emphasises that remote hearings should not be viewed as inherently inferior to in-person hearings for the purpose of assessing credibility. The Bench Book specifically notes that courts must weigh the **advantages of remote hearings**—such as enabling vulnerable individuals to participate more fully against any perceived drawbacks. In cases involving individuals with disabilities,

remote hearings can create a more accessible and equitable environment, ensuring that the party is not unfairly disadvantaged by the stress and sensory overload of a courtroom, which could otherwise distort their testimony and affect the court's perception of their credibility.

In conclusion, the concern that remote hearings might impair the court's ability to assess credibility has been consistently dismissed in recent case law and judicial commentary. In fact, for individuals like Dr Wright, remote hearings may enhance the accuracy of the court's assessment by reducing anxiety and creating a more conducive environment for clear, honest, and coherent testimony. The court can remain confident that Dr Wright's credibility, as well as the fairness of the proceedings, will not be compromised by the use of video link technology.

7. *Conclusion*

Dr Wright's **Autism Spectrum Disorder (ASD)** presents significant challenges that impair his ability to participate fully and effectively in conventional in-person hearings. The expert medical evidence demonstrates that his condition affects his communication abilities, increases his anxiety in high-stress environments, and leads to sensory overload in courtroom settings. As a result, reasonable adjustments are necessary to ensure that Dr Wright can engage meaningfully in the proceedings. This application seeks an order under **CPR Rule 3.1(2)(d)**, the **Equality Act 2010**, and **Article 6 of the ECHR** for all future hearings, including the trial, to be conducted remotely via video link or as paper-based hearings.

Dr Wright is committed to ensuring a fair and efficient process for all parties and will cooperate fully with the court and the opposing party to facilitate the chosen hearing format.

Judicial Commentary on Remote and Paper-Based Hearings

1. Ensuring Fairness and Accommodating Vulnerabilities

Judicial commentary has increasingly recognised the importance of flexibility and accommodation in court procedures, particularly for individuals with disabilities or vulnerabilities. The fundamental aim of the legal process, as enshrined in **CPR Rule 1.1** (the overriding objective), is to ensure that cases are dealt with justly. This includes ensuring that parties are on an equal footing, particularly when one party is disadvantaged due to a disability or condition, such as Autism Spectrum Disorder (ASD). Courts must take reasonable steps to make necessary adjustments to their procedures to avoid placing such parties at a substantial disadvantage.

2. Remote Hearings

Courts have acknowledged that remote hearings via video link are an effective and equitable means of ensuring access to justice, particularly where a party's disability prevents meaningful participation in an in-person setting. In **Grant-Murray & Anor [2017] EWCA Crim 1228**, the **Court of Appeal** recognised that the use of video conferencing technology could significantly alleviate the barriers faced by vulnerable individuals, allowing them to engage fully with the proceedings. The court found that remote hearings could be utilised to prevent undue stress and discomfort, while ensuring that the integrity of the trial remains uncompromised. This decision highlights the judiciary's growing awareness of the need to incorporate technological solutions as a way of accommodating parties who may otherwise be disadvantaged in traditional courtroom settings.

In **Re A (Children) (Remote Hearing: Care and Placement Orders) [2020] EWCA Civ 583**, the Court of Appeal further endorsed the appropriateness of remote hearings in

situations where in-person attendance would present significant challenges for vulnerable parties. The court held that, as long as all parties can engage meaningfully through remote technology, the hearing can proceed fairly and effectively. This judgment affirms that remote hearings do not necessarily impair the court's ability to assess credibility or maintain procedural fairness, provided that appropriate safeguards are in place to ensure clear communication and engagement. Importantly, this decision reinforces the concept that justice must be accessible to all, including those who cannot attend in person due to disability or other impairments.

3. *Paper-Based Hearings*

Although less common, judicial commentary has recognised the utility of paper-based hearings for individuals whose disabilities impair their ability to engage in real-time verbal exchanges. **CPR Rule 3.1(2)(m)** grants the court broad discretion to make procedural adjustments, including the possibility of deciding matters on paper, where appropriate. In circumstances where a party's condition makes live participation impractical, the court must consider whether a paper-based procedure would better accommodate the party's needs.

In **Osborn v The Parole Board [2013] UKSC 61**, the **Supreme Court** recognised the role of written submissions in ensuring access to justice for individuals with communication difficulties. The court acknowledged that written procedures provide a structured and comprehensive method of presenting legal arguments, particularly for individuals who may struggle with the immediacy of live questioning. By allowing parties to process information at their own pace and submit considered responses, paper-based hearings can offer a fair alternative to in-person proceedings, especially where verbal exchanges would disadvantage one party due to their disability. The decision in **Osborn** serves as a reminder that flexibility in court procedures is essential to ensuring fairness for all parties, and that written

submissions can be a valuable tool for ensuring that individuals with disabilities are able to fully engage with the legal process.

4. *Judicial Commentary on Fairness and Equality of Arms*

The principle of **Equality of Arms** is central to ensuring a fair trial, as recognised under **Article 6** of the **European Convention on Human Rights (ECHR)**. Courts have consistently emphasised that procedural fairness must include the provision of reasonable adjustments for vulnerable parties. In **R (AM) v SSHD [2021] UKSC 17**, the **Supreme Court** stressed that the right to a fair trial is not absolute in the abstract; rather, it must be tailored to the specific needs of the parties involved, particularly those with disabilities. The court held that, in order to maintain procedural fairness, adjustments must be made to ensure that vulnerable individuals can present their case on an equal footing with the opposing party. The court further noted that failing to provide such adjustments could result in a breach of **Article 6** by placing a disabled party at a significant disadvantage in comparison to non-disabled parties.

In **R (Modaresi) v SSHD [2012] EWCA Civ 1162**, the **Court of Appeal** similarly held that courts must adapt their procedures to accommodate individuals with mental or neurological conditions, in line with the **overriding objective** under **CPR Rule 1.1**. The judgment in **Modaresi** recognised that failure to make reasonable adjustments for vulnerable parties not only undermines the fairness of the proceedings but also contravenes the court's duty to ensure that all parties are on an equal footing. The decision reinforces the notion that procedural adjustments, including remote and paper-based hearings, are integral to safeguarding the rights of vulnerable individuals in legal proceedings.

5. *Addressing Concerns Regarding Credibility in Remote Hearings*

While in-person hearings are traditionally preferred for the assessment of a party's credibility, courts have acknowledged that remote hearings can still provide an effective platform for assessing demeanour and credibility, provided that clear visual and auditory connections are maintained. In **Re B (Remote Hearing: Interim Care Order) [2020] EWCA Civ 584**, the **Court of Appeal** found that remote hearings, conducted via video link, do not necessarily impede the court's ability to observe a party's behaviour and assess their credibility. The court noted that technology, when properly utilised, allows for a clear and detailed observation of a party's demeanour, enabling the court to make fair and accurate assessments even in the absence of physical presence.

6. *Conclusion on Judicial Commentary*

The judicial commentary discussed above consistently supports the need for flexibility and accommodation in court procedures, particularly for vulnerable individuals with disabilities. Whether through remote hearings or paper-based proceedings, the courts have recognised the importance of ensuring that individuals with conditions such as ASD are not placed at a disadvantage in legal proceedings. The decisions in **Grant-Murray**, **Re A**, and **Modaresi** demonstrate the judiciary's commitment to ensuring that all parties can engage fully and meaningfully with the legal process, in line with the **overriding objective** of the CPR and the principles enshrined in **Article 6 of the ECHR**. In Dr Wright's case, the adjustments sought—remote or paper-based hearings—are fully supported by judicial commentary and case law, and are essential to ensuring that he can participate fairly and effectively in the proceedings.

Comprehensive Order Sought

1. All future hearings in this matter, including the trial, shall be conducted remotely via video link or, alternatively, as paper-based hearings.
2. The court shall permit the use of technology to facilitate Dr Wright's participation in any remote hearing, including video conferencing platforms that allow for full participation by all parties.
3. The court shall make such further or other orders as may be necessary to ensure that Dr Wright is not placed at a substantial disadvantage due to his Autism Spectrum Disorder and is able to participate fully and fairly in the proceedings.
4. The court acknowledges that remote or paper-based hearings shall be conducted in a manner ensuring fairness to all parties involved, without prejudice to the defendant or the court's ability to assess credibility and evidence properly.

See Section 3 above.

Counsel for the Claimant

Dr Craig Wright (acting as Litigant in Person)

Cases

1. *R (Modaresi) v SSHD* [2012] EWCA Civ 1162
2. *R (AM) v SSHD* [2021] UKSC 17
3. *SC v United Kingdom* (Application no. 46539/11)
4. *Grant-Murray & Anor* [2017] EWCA Crim 1228
5. *Smith v Manchester CC* [2012] EWHC 2311 (Admin)
6. *R (on the application of D) v Camberwell Green Youth Court* [2005] EWHC 159 (Admin)
7. *R v Lubemba* [2014] EWCA Crim 2064
8. *R v Thompson* [2014] EWCA Crim 836
9. *Re A (Children) (Remote Hearing: Care and Placement Orders)* [2020] EWCA Civ 583
10. *Osborn v The Parole Board* [2013] UKSC 61
11. *Re B (Remote Hearing: Interim Care Order)* [2020] EWCA Civ 584

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Under English law, I can pursue a passing-off claim against BTC developers through what is known as a "champagne passing-off" action. This type of passing-off is named after cases like Bollinger v. Costa Brava, where the use of the term "champagne" for sparkling wine was contested because it misrepresented the origin and characteristics associated with the authentic Champagne region.

A champagne passing-off claim is focused on protecting the reputation and distinguishing features of a product or brand when another party misrepresents those characteristics, thereby misleading the public and causing economic harm to the original brand.

In my case, this legal strategy would allow me to frame a dispute around how the BTC developers are presenting or misrepresenting the nature of Bitcoin itself.

It does not require me to assert my identity as Satoshi Nakamoto, which the High Court judgment specifically prohibits me from doing.

Instead, I would be arguing that the developers' portrayal of Bitcoin's principles, functionality, or origin misleads the public, causing confusion or diluting the essence of Bitcoin as I understand it.

The critical distinction is that this type of passing-off claim is based on the misrepresentation of the product (Bitcoin) by the developers, not on my personal claim to being Bitcoin's creator.

While the court has ruled that I cannot pursue legal actions based on an identity as Satoshi Nakamoto, a champagne passing-off claim would not hinge on this identity. It focuses on how the developers are representing the product and whether their actions mislead users or damage the reputation of Bitcoin's original framework and purpose.

Thus, the court's ruling against my claim to being Satoshi does not overlap with my right to challenge the developers under English law through a passing-off claim.

The legal scope of the judgment is about barring me from litigating on the basis of my identity as Satoshi Nakamoto, but it does not prohibit me from arguing that the developers' actions misrepresent Bitcoin to the detriment of its authenticity or its market position.

By focusing on the misrepresentation aspect, I can navigate around the court's previous findings and bring forward a claim based on the harm caused by these misleading portrayals of Bitcoin.

Bringing a champagne passing-off claim against the BTC developers is a far simpler and more strategic legal path than attempting to fight a court's determination on my identity as Satoshi Nakamoto.

This type of claim focuses solely on how the developers represent Bitcoin and whether their actions mislead the public or misrepresent the original characteristics of Bitcoin.

Unlike a direct battle over who created Bitcoin, this approach doesn't require overturning a court's existing finding re Satoshi and identity.

Instead, it targets the dishonest actions and messaging of the developers, framing the issue as one of consumer protection and misrepresentation.

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heavily litigated question of my identity.

This sidesteps the legal complexities and restrictions tied to the court's previous ruling, making it a more straightforward path to address the harm caused by the developers' conduct.

Bringing a champagne passing-off claim under English law against BTC developers involves leveraging key principles established in cases like Reckitt & Colman Ltd v. Borden Inc [1990] 1 WLR 491, commonly known as the Jif Lemon case.

In this case, the House of Lords outlined the three elements required for passing-off: goodwill or reputation attached to the product, misrepresentation leading or likely to lead the public to believe that the goods or services offered by the defendant are those of the claimant, and damage to the claimant's goodwill as a result of the misrepresentation. In the context of my potential claim, I would assert that the reputation and goodwill associated with Bitcoin's original design have been undermined by the developers' actions and representations, leading to public confusion about what constitutes Bitcoin itself.

Procedurally, I would rely on evidence of how the BTC developers have positioned their version of Bitcoin in the marketplace, demonstrating that their representations diverge from the original conception and mislead users. This could be similar to how the plaintiffs in Taittinger SA v. Allbev Ltd [1993] FSR 641 successfully argued that the use of the term "Elderflower Champagne" misled consumers, diluting the exclusive reputation of Champagne. Like in Taittinger, my claim would focus on protecting the integrity of Bitcoin's identity, separate from the issue of who created it.

By focusing on the misrepresentation element rather than my identity as Satoshi, I could sidestep the constraints of the High Court's prior judgment.

As long as the evidence demonstrates that the developers' actions have confused the public and harmed Bitcoin's original reputation, my claim would align with the principles established in Reckitt & Colman and Taittinger. Furthermore, Section 2 of the Trade Descriptions Act 1968 may support my argument by prohibiting false or misleading descriptions of goods and services.

Thus, this legal route allows me to focus on how the BTC brand is being misrepresented without needing to confront the court's previous finding regarding my identity.

A champagne passing-off claim would place the Bitcoin White Paper and the original words of Satoshi Nakamoto at the center of the legal discussion.

In examining whether BTC remains true to its origins, the White Paper would serve as a key reference point to determine if the actions and modifications made by the BTC developers align with the foundational principles of Bitcoin.

This would involve a detailed comparison between the vision articulated in the White Paper—such as the emphasis on low-fee microtransactions, peer-to-peer digital cash, and the overall design of the system—and the current state of BTC, including its high transaction fees, reliance on centralized exchanges, and limited transaction capabilities. The court would be tasked with assessing whether BTC still represents the system described by Satoshi Nakamoto or if it has diverged significantly from the original blueprint.

This comparison would also involve analyzing public statements and writings attributed to Satoshi Nakamoto, allowing the court to scrutinize whether the changes and limitations introduced by BTC developers represent a faithful continuation of the initial design or a fundamental departure. Such a case would elevate the White Paper from a historical document to a critical piece of evidence in evaluating the authenticity and representation of BTC's current implementation.

A champagne passing-off claim would place the Bitcoin White Paper and the original words of Satoshi Nakamoto at the center of the legal discussion.

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Oct 11

BTC, like all early technologies, entered the world with grandiose promises—promises of a financial revolution, of liberation from traditional banking, of peer-to-peer transactions unshackled from the constraints of fiat that it took away from Bitcoin. Yet, like all innovations, it faces an immutable truth: the limitations of scale. BTC now stands at a crossroads where the romantic ideals of its inception confront the cold, unyielding reality of economic law.

The concept of perpetual returns, of endless growth, is a delusion. BTC, as a finite system, cannot defy this fundamental truth. As the block reward diminishes with each halving, the miners who form the backbone of its security will find themselves earning less for their efforts. BTC's proponents may cling to the hope that rising transaction fees will compensate for this decline. But that hope ignores the critical flaw embedded in BTC's design: its inability to handle micropayments at scale. With average transaction fees climbing to $50 or more, BTC alienates the very purpose of a digital cash system. It prices out the everyday user, those who seek to

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Oct 11

In the early days of Bitcoin, a mantra echoed through the fledgling community—a question, mysterious yet filled with the promise of individual strength: "Who is John Galt?" This slogan, borrowed from the pages of Atlas Shrugged, symbolised a world where visionaries and creators took on the burdens of progress and bore the weight of a future that only their minds could conceive. It was a recognition of the power of one—the individual mind that shapes the world through unyielding purpose and unrelenting pursuit of truth. Bitcoin, in its original conception, was the embodiment of such an idea: a system that allowed value to move freely, where small, casual transactions became possible without the burden of trust, intermediaries, or the restraints of centralized control. It was a digital cash system, made for everyday life, built to enable micropayments and timestamp transactions—a world where value could be exchanged as effortlessly as ideas.

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The folly of this argument is striking, a delusion wrapped in the fantasy that Bitcoin alone is a panacea for the failures of a nation. The notion that a technological tool, a digital abstraction like Bitcoin, can single-handedly "fix" a society's economic maladies is the height of evasion. It is the lazy man's dream, a wish for salvation without sacrifice, without effort, without confronting the reality of what actually constitutes the fabric of a society—its laws, its governance, its people.

The folly of this argument is striking, a delusion wrapped in the fantasy that Bitcoin alone is a panacea for the failures of a nation. The notion that a technological tool, a digital abstraction like Bitcoin, can single-handedly "fix" a society's economic maladies is the

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The foolishness here lies in the very premise that Bitcoin can operate outside the reality of state power. It is akin to believing that

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In the pursuit of a true digital cash, there is no room for the illusions of a speculative HODL cult. If one seeks a currency untethered to the whims of central banks, a system where every transaction is weighed down by exorbitant fees is not just impractical—it's a betrayal of the very concept of money.

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The individuals who manage the GitHub repositories for BTC and contribute to the BTC codebase play a crucial role in shaping the direction of BTC's development. By controlling access to the code repository, approving or rejecting changes, and setting the technical standards, these contributors exercise significant influence over how BTC operates. Their actions go beyond mere coding; they involve making strategic decisions about what features and modifications should be implemented in BTC, such as SegWit or Taproot. These decisions impact how BTC functions and, consequently, how it is marketed and promoted as "Bitcoin." By taking part in these activities, the individuals involved become central to the identity and positioning of BTC in the broader market.

The promotion of BTC by these contributors further strengthens their involvement. Public statements, participation in conferences, and active discussions in online forums often form part of a coordinated effort to promote BTC as the legitimate continuation of the Bitcoin vision. When such promotion is aligned with the development choices made through the GitHub repositories, it suggests a

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In 2018, as the Lightning Network began to gain prominence, BTC was promoted with a dual narrative. On one side, BTC proponents emphasized that the Lightning Network would provide the solution to scalability challenges, allowing for faster and cheaper transactions by enabling small, everyday payments to be conducted off-chain while settling larger transactions on the BTC blockchain. This narrative presented the Lightning Network as an integral part of the BTC ecosystem, suggesting that it could maintain BTC's role as a peer-to-peer electronic cash system by moving smaller transactions off the main blockchain, thus easing congestion.

Supporters of BTC argued that this layered approach would allow BTC to retain its decentralized nature while addressing issues like high transaction fees and slow confirmation times, which had become problematic on the main chain. They claimed that BTC's core network would continue to serve as a secure, immutable ledger for high-value transactions, while the Lightning Network would

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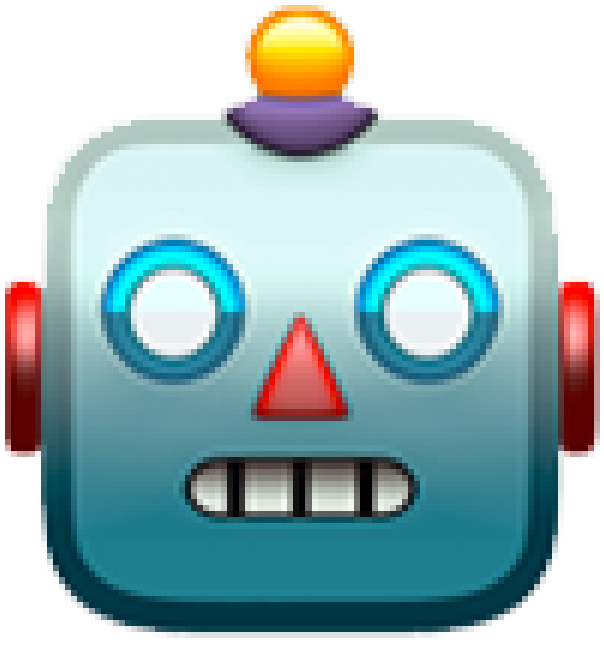

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Exhibit B: Written Context for Messages (Champagne Passing-Off Case)

1. Introduction to the Legal Context

The following exhibit provides context for the messages posted in **Exhibit A**, explaining how they relate to the **champagne passing-off case** against the BTC developers. This case focuses on the **misrepresentation** and **consumer confusion** caused by BTC developers' alterations to Bitcoin's original protocol, which mislead the public about Bitcoin's core functionality.

This legal action does **not** assert any of the **precluded claims** outlined by the court order of **16 July 2024**, such as **authorship**, **ownership**, or my identity as **Satoshi Nakamoto**. Instead, it is grounded in protecting Bitcoin's **reputation** and **integrity** by addressing **misrepresentation** in the marketplace—a key concern in champagne passing-off cases.

2. Specific Examples of Misrepresentation

The messages in **Exhibit A** provide specific instances of how the **BTC developers** have **misrepresented Bitcoin** and confused consumers regarding its original nature. Here are some concrete examples from the messages that illustrate this misrepresentation:

- **High Transaction Fees**: In my message from **6 October 2024**, I explain that **BTC's high transaction fees** directly contradict the **low-fee microtransaction** model described in the original Bitcoin White Paper. Bitcoin was designed to facilitate **fast, low-cost transactions** for everyday use, but BTC's current fee structure undermines this promise, misleading consumers about the true nature of Bitcoin.
- **Segregated Witness (SegWit) Protocol**: Another message, dated **8 October 2024**, highlights how the **SegWit update** has fundamentally altered the way transactions are processed on the BTC network. This change deviates from Bitcoin's original design as a **peer-to-peer digital cash system** and misleads users into believing that BTC is still consistent with the original White Paper when, in fact, it no longer adheres to the same principles.
- **Lightning Network**: On **10 October 2024**, I discuss how the reliance on the **Lightning Network** for off-chain transactions dilutes Bitcoin's decentralised nature by creating dependency on third-party networks. This conflicts with the original vision of a fully decentralised digital currency system and further misrepresents Bitcoin's core functionality to consumers.

These examples make it clear that the **BTC developers** have distorted Bitcoin's original characteristics, leading to significant **consumer confusion** about what Bitcoin actually represents. This confusion is directly relevant to my **champagne passing-off** claim, which seeks to protect Bitcoin's **reputation** by addressing this misrepresentation.

3. Champagne Passing-Off: Legal Foundation and Consumer Protection

My legal action under **BL-2024-001495** is based on the doctrine of **champagne passing-off**, as established in **Bollinger v Costa Brava [1961] 1 WLR 277** and further developed in **Reckitt & Colman Products Ltd v Borden Inc [1990] 1 WLR 491** (the "Jif Lemon" case). This type of claim is focused on preventing **misrepresentation** and protecting **consumer interests**—particularly when the public is misled about the **nature** or **origin** of a product or service.

The **champagne passing-off** doctrine applies when the integrity of a product's **reputation** is being diluted by false representations, which leads to **public confusion**. In my case, the **BTC developers** are falsely representing Bitcoin to the public by making changes that deviate from its original protocol, creating confusion about what Bitcoin actually stands for.

This legal action **does not** assert any claims of **authorship**, **ownership**, or my identity as **Satoshi Nakamoto**. Instead, it seeks to **correct the misrepresentation** of Bitcoin in the market and ensure that consumers are not misled by BTC's altered functionality.

4. Focus on Consumer Protection, Not Authorship or Ownership

My messages, as detailed in **Exhibit A**, focus entirely on **consumer protection**. The goal of this legal action is to ensure that consumers are not misled by **false representations** made by the BTC developers about the nature of Bitcoin.

For example:

- **Public Misunderstanding**: In a message dated **9 October 2024**, I highlight that the public has been led to believe that BTC, with its altered features, still represents the **true Bitcoin**. This misrepresentation has caused significant consumer confusion, leading users to make financial decisions based on a **distorted understanding** of Bitcoin's functionality.
- **Bitcoin's Peer-to-Peer System**: Another message on **7 October 2024** points out that Bitcoin was designed as a **peer-to-peer digital cash system**. However, with BTC's reliance on centralised exchanges and **off-chain solutions** like the **Lightning Network**, this original vision has been compromised. As a result, consumers are misled about Bitcoin's true purpose, which constitutes **passing-off** in legal terms.

This focus on **consumer protection**—ensuring that Bitcoin is not misrepresented—forms the foundation of my legal claim. There is **no assertion of identity, authorship, or ownership** within these messages or the broader legal action.

5. Addressing Potential Counterarguments

The claimant may attempt to argue that my emphasis on the **original Bitcoin White Paper** implicitly suggests an **authorship claim**. However, this argument is **misleading** and **incorrect**.

While I reference the **White Paper** to highlight the **deviation** between Bitcoin's original vision and the current state of BTC, this is done solely to show how BTC developers have **misrepresented** Bitcoin's characteristics, leading to consumer confusion. This reference serves as evidence of the **original functionality** of Bitcoin, not as an assertion of authorship or identity.

Moreover, my legal action is centred on a **champagne passing-off claim**, which is about **misrepresentation** and protecting **consumers**, not asserting rights over the White Paper or Bitcoin's creation. As established in **Bollinger**, passing-off claims are concerned with the **public perception** of a product, not with who created it. Therefore, the reference to the White Paper is **relevant** to my misrepresentation argument but does not imply any claim of authorship or ownership.

6. Public Interest and Consumer Protection

My legal action under **BL-2024-001495** serves a critical **public interest** by protecting consumers from **misrepresentation** and preserving the integrity of Bitcoin's original design. Allowing **BTC developers** to continue misleading the public about Bitcoin's core features undermines the **integrity** of the cryptocurrency ecosystem and harms both users and the broader market.

As detailed in **Exhibit A**, my messages consistently emphasise the importance of **maintaining Bitcoin's original principles** and protecting consumers from false representations. For example, on **10 October 2024**, I explained that the public is being led to believe that **BTC** represents Bitcoin's original low-fee, decentralised system, when in reality, it no longer adheres to these principles.

The **public interest** is directly impacted by this misrepresentation, as consumers are making decisions based on **false information**. By pursuing this legal action, I am advocating for transparency and ensuring that the public is not misled by false claims about Bitcoin's true nature. This is a legitimate legal pursuit, grounded in **consumer protection** and the **champagne passing-off** doctrine, which seeks to maintain the **integrity of Bitcoin** for the benefit of all users.

7. Reciprocal Database Rights: Clarification

As part of my legal action, I assert **reciprocal database rights** under the **Database Directive (EU Directive 96/9/EC)** as a former Bitcoin miner who contributed to the **extension** of the blockchain. However, this does **not** equate to a claim of **ownership** over Bitcoin's database or intellectual property.

Reciprocal database rights recognise the role of contributors who help extend a database, allowing them access and usage rights without asserting full ownership. My claim is entirely consistent with this legal framework, and there is no violation of the **Precluded Proceedings** related to Bitcoin's ownership or database rights.

8. No Prejudice to the Claimant or Impact on Precluded Proceedings

It is important to emphasise that my legal action under **BL-2024-001495** causes **no prejudice** to the claimant in relation to the **Precluded Proceedings** outlined by the court order of **16 July 2024**. The claimant's rights regarding **Bitcoin's authorship**, **ownership**, or my identity as **Satoshi Nakamoto** are not affected or influenced in any way by my passing-off claim.

The focus of my legal action is strictly on **consumer protection** and **misrepresentation**, and the claimant's interests in Bitcoin's authorship or ownership remain **entirely unaffected**. By pursuing this commercial action, I am not seeking to challenge any of the matters covered by the court's injunction. Therefore, my legal action causes **no harm or prejudice** to the claimant's standing in those areas.

9. Good Faith and Compliance with the Court Order

It is crucial to reiterate that my actions in bringing this **champagne passing-off** case were taken in **good faith** and with a clear intention to comply with the court order of **16 July 2024**.

Prior to initiating the legal claim under **BL-2024-001495**, I conducted extensive legal research to ensure that the focus remained exclusively on **consumer protection** and that none of the **Precluded Proceedings** were involved.

Claim Form

In the High Court, Chancery Division, Rolls Building	
Fee Account no.	
Help with Fees - Ref no. (if applicable)	H W F – –

10 Oct 2024

You may be able to issue your claim online which may save time and money. Go to www.moneyclaim.gov.uk to find out more.

For court use only

Claim no.	BL-2024-001495
Issue date	

Claimant(s) name(s) and address(es) including postcode

Rev Dr Craig Steven Wright
483 Green Lanes
London N13 4BS

SEAL

Defendant(s) name and address(es) including postcode

BTC Core (a Partnership)
- Square Up Europe Ltd (a partner)
- 1 London Wall, Barbican, London EC2Y 5EB, United Kingdom

Brief details of claim

Please see below.

This claim addresses the wrongful passing off of BTC as Bitcoin. The defendants have, without authorisation, altered the original Bitcoin protocol—introducing modifications such as SegWit and Taproot—that fundamentally deviate from the original system as defined by Satoshi Nakamoto in the Bitcoin White Paper.

These modifications have led to a misrepresentation of BTC as the original Bitcoin, resulting in confusion within the market. The true version of Bitcoin, represented by BSV, adheres strictly to the original protocol and vision of a peer-to-peer electronic cash system. The defendants' actions have misled the public into believing that BTC retains the attributes of the original Bitcoin, causing significant reputational damage and loss of market value to BSV.

Value

Estimated value of claim: £911,050,000,000. This is based on the difference in market valuation between Bitcoin (BSV) at £50 per unit and BTC at £48,000 per unit, reflecting the financial impact of misrepresentation and resulting market loss.

Defendant's name and address for service including postcode

BTC Core (a Partnership)
- Square Up Europe Ltd (a partner)
- 1 London Wall, Barbican, London EC2Y 5EB, United Kingdom

	£
Amount claimed	£911,050 mill.
Court fee	
Legal representative's costs	
Total amount	£911,050 million

For further details of the courts www.gov.uk/find-court-tribunal.
When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

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Claim no.	

You must indicate your preferred County Court Hearing Centre for hearings here (see notes for guidance)

High Court, Chancery Division, Rolls Building.

Do you believe you, or a witness who will give evidence on your behalf, are vulnerable in any way which the court needs to consider?

☑ Yes. Please explain in what way you or the witness are vulnerable and what steps, support or adjustments you wish the court and the judge to consider.

Please see following sections - below.

☐ No

Does, or will, your claim include any issues under the Human Rights Act 1998?

☑ Yes

☐ No

Claim no.	

Particulars of Claim

☑ attached

☐ to follow

Please see attached form.

Statement of truth

Note: you are reminded that a copy of this claim form must be served on all other parties.

I understand that proceedings for contempt of court may be brought against a person who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

☑ **I believe** that the facts stated in this claim form and any attached sheets are true.

☐ **The claimant** believes that the facts stated in this claim form and any attached sheets are true. **I am authorised** by the claimant to sign this statement.

Signature

Craig S Wright

☑ Claimant

☐ Litigation friend (where claimant is a child or protected party)

☐ Claimant's legal representative (as defined by CPR 2.3(1))

Date

Day: 1 0

Month: 1 0

Year: 2 0 2 4

Full name

Craig Steven Wright

Name of claimant's legal representative's firm

If signing on behalf of firm or company give position or office held

Claimant's or claimant's legal representative's address to which documents should be sent.

Building and street

483 Green Lanes

Second line of address

Town or city

London

County (optional)

Postcode

N 1 3 4 B S

If applicable

Phone number

DX number

Your Ref.

Email

craig@rcjbr.org

Find out how HM Courts and Tribunals Service uses personal information you give them when you fill in a form: https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter

Nature of Vulnerability.

I am diagnosed with autism, a condition that significantly affects my ability to engage in verbal communication and interactions in person. Autism presents challenges in processing and responding to verbal information quickly and can make spoken exchanges, particularly in high-pressure or unfamiliar environments like courtrooms, extremely difficult. I often struggle with understanding and responding to verbal questions or comments in real time, which can lead to misunderstandings or an inability to effectively communicate my thoughts and evidence when speaking.

However, I excel in written communication. I am capable of expressing my thoughts, evidence, and arguments clearly and thoroughly when I have the opportunity to respond in writing. This medium allows me the time to process information, consider my responses, and present them with precision and detail, ensuring that my contributions are as accurate as possible.

Requested Adjustments:

To ensure fair and effective participation in court proceedings, I request the following adjustments:

1. **Written Submissions and Responses:** Allow me to make my primary submissions in writing wherever possible, including any responses to questions or evidence. This would enable me to fully articulate my thoughts without the challenges associated with real-time verbal interaction.
2. **Additional Time for Oral Responses:** In situations where verbal communication is necessary, I request that additional time be allowed for me to process questions and formulate my responses. This would reduce the pressure and allow me to provide clear and considered answers.
3. **Clear and Direct Communication:** When verbal communication is required, I would benefit from the use of straightforward, direct questions and statements, avoiding complex phrasing or rapid exchanges. This will assist in reducing the processing load and ensuring that I fully understand the questions or directions being given.
4. **Quiet Environment and Limited Distractions:** Reducing external stimuli in the courtroom, such as minimising background noise or interruptions, would greatly assist me in focusing on the proceedings and responding more effectively.

These adjustments will enable me to engage with the court process in a way that respects my communication needs while ensuring that my evidence and arguments are adequately heard and considered.

Estimated Damages.

The claimant seeks damages for the financial losses suffered as a result of this passing-off and misrepresentation. As of the filing date, BTC holds a market capitalization that significantly exceeds that of BSV, with valuations often hundreds of times greater. This inflated value has been secured through the defendants' misleading conduct and deviation from the original Bitcoin protocol.

Taking into account the extensive losses to BSV's valuation and market opportunities, as well as the damage to its goodwill and reputation as the true digital cash system, the claimant estimates damages in the order of several billion pounds. This estimate reflects the loss of market share, investment opportunities, and the overall undervaluation of BSV in comparison to BTC, all attributable to the defendants' misrepresentation and passing-off activities.

This claim seeks not only financial redress but also a declaration that the defendants have engaged in misleading conduct, causing significant harm to the claimant's interests and the broader Bitcoin ecosystem as envisaged by the White Paper. The court's intervention is necessary to prevent further misrepresentation and to restore the claimant's rightful position as the true continuation of Bitcoin.

Brief Details of Claim for Passing-Off - BTC Misrepresentation as Bitcoin

Brief Details of Claim

The claimant, Dr. Craig Steven Wright, who maintains business activities and investment associated with the original Bitcoin protocol (now) through Bitcoin Satoshi Vision (BSV), brings this action for **passing-off**, **fraudulent misrepresentation**, **breaches of consumer protection law**, and **facilitation of money laundering** against the defendants. The defendants have altered the foundational Bitcoin software to create a derivative product, BTC, while misrepresenting it to the public as "Bitcoin." Such actions have confused consumers, investors, and the broader market, damaging the reputation, goodwill, and market value of BSV, which represents the only true continuation of the original Bitcoin protocol as set forth in Satoshi Nakamoto's White Paper.

Satoshi's Original Protocol and Misrepresentation by BTC

The original Bitcoin, as defined by Satoshi Nakamoto, was designed as a **peer-to-peer electronic cash system**—a system for **transparent, traceable, and scalable transactions** aimed at everyday use. This protocol was **set in stone** and unchangeable, creating a reliable basis upon which businesses, developers, and users could build. The defendants, however, have implemented significant changes to this protocol, such as **Segregated Witness (SegWit)**, **Taproot**, and other modifications that deviate fundamentally from Bitcoin's original principles, turning BTC into a speculative asset that diverges from the vision of a **scalable digital cash system**.

Despite these changes, the defendants have engaged in a systematic campaign of **misrepresentation**, falsely presenting BTC as a legitimate successor to the original Bitcoin. This conduct constitutes **fraudulent misrepresentation** under English law. The elements of fraudulent misrepresentation are clear: the defendants made **false statements** about BTC's nature, knowing that these statements were misleading, intending to induce investors, users, and businesses into accepting BTC as Bitcoin. This deception has caused direct harm to the **reputation and market position** of BSV, leading to a substantial loss in market value and goodwill.

Fraudulent Misrepresentation and Deception

The claimant asserts that the defendants' actions meet the criteria for **fraudulent misrepresentation** as established under **the Misrepresentation Act 1967**. The defendants knew, or ought to have known, that BTC's protocol modifications rendered it fundamentally different from the original Bitcoin. Yet, they continued to promote BTC as "Bitcoin," leading investors and the public to mistakenly believe that BTC adhered to the same principles and values outlined in the **Bitcoin White Paper**. By doing so, the defendants **intentionally misled** the market, inducing participants to invest in BTC under a **false impression** of its legitimacy as the original Bitcoin.

This fraudulent behaviour extends to the deliberate **confusion** created in the market. The **passing-off** element of this claim arises from the defendants' appropriation of the name "Bitcoin" for a system that no longer aligns with the characteristics of the original Bitcoin. The market has been **misled** into believing that BTC represents continuity with Satoshi

Nakamoto's creation, resulting in financial and reputational harm to BSV, which has retained the original system's integrity.

Breach of Consumer Protection Laws

The defendants' conduct further breaches the **Consumer Protection from Unfair Trading Regulations 2008** (CPRs), which make it unlawful to engage in **misleading commercial practices**. The presentation of BTC as "Bitcoin" constitutes a **misleading action** under Regulation 5, as it creates a **false impression** regarding the nature and quality of the product offered to consumers. Such actions are considered **unfair trading**, as they distort the economic behaviour of consumers by causing them to choose BTC under the belief that it remains aligned with Bitcoin's original values.

Under Regulation 5, a commercial practice is misleading if it contains false information or deceives or is likely to deceive the average consumer, causing them to make a transactional decision they would not have otherwise made. The defendants' false claims about BTC's continuity with Bitcoin have led consumers to invest in BTC, believing it to be the true version of Bitcoin, which in turn has caused **substantial harm** to BSV's market position and valuation.

Facilitation of Money Laundering and Criminal Implications

Additionally, the modifications introduced by the defendants, including SegWit and **Taproot**, have facilitated **anonymity** rather than transparency, enabling BTC to be used as a tool for **money laundering** and **evading Know Your Customer (KYC) requirements**. This stands in direct contradiction to the principles set out in Bitcoin's original design, which emphasised **traceability** and **accountability**. Unlike the transparent and verifiable nature of Bitcoin as originally intended, BTC's alterations have created avenues for **concealing transactions** through off-chain mechanisms like the **Lightning Network**, which were introduced with a clear focus on enabling **untraceable transactions**.

Such activities may breach **Section 328** of the **Proceeds of Crime Act 2002**, which criminalises the facilitation of money laundering by providing services or creating conditions that enable the concealment of funds. By making changes that enable **coin mixing** and **obfuscated transactions**, the defendants have effectively provided a platform for **illegal activities**, damaging the reputation of Bitcoin as a lawful, transparent digital cash system. This shift from a traceable electronic cash model to an **anonymity-focused** system has severely harmed Bitcoin's public perception, tarnishing the reputation and goodwill that was established through Satoshi Nakamoto's original creation.

Unauthorised Alteration of Protocol and Breach of Authority

The defendants' removal of **Gavin Andresen**, whom Satoshi Nakamoto appointed as the custodian of the protocol, and their subsequent seizure of control over the software repository, further underscore the **unauthorised nature** of their actions. The defendants' conduct in assuming control over the protocol and implementing changes such as SegWit, without any legitimate right to do so, represents a breach of **equitable principles**. Such actions are also potentially unlawful under **computer misuse statutes**, including the **Computer Misuse Act 1990**, as they involve **unauthorised access** to and modification of digital systems.

The defendants' unauthorised control over the repository and subsequent modifications to Bitcoin's protocol without consent from the wider community and stakeholders violate the principles of **estoppel**, which protect the reliance interests of those who built on the original protocol's stability. These modifications have altered the nature of the Bitcoin ecosystem, creating a separate product that is improperly marketed as the true Bitcoin, misleading the market and causing significant damage to BSV's reputation and market position.

Conclusion - Comprehensive Claims for Passing-Off, Fraudulent Misrepresentation, Consumer Protection Breaches, and Facilitation of Money Laundering

The claimant seeks to hold the defendants accountable for their **wrongful passing-off**, **fraudulent misrepresentation**, **breaches of consumer protection laws**, and actions that have facilitated **money laundering**. The defendants' modifications to the original Bitcoin protocol and subsequent misrepresentation of BTC as "Bitcoin" have caused direct and severe damage to BSV's market valuation and reputation. The estimated value of this claim is **£911,050,000,000**, reflecting the difference in market valuation between Bitcoin (BSV) and BTC and the financial impact of the defendants' deceptive practices. The claimant seeks appropriate **compensation and injunctive relief** to address the ongoing harm and prevent further misrepresentation and misuse of the Bitcoin name.

Claim No. IP-2024-[ ]

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
INTELLECTUAL PROPERTY LIST (ChD)

B E T W E E N:

(1) DR CRAIG WRIGHT

Claimants

- and -

(1) BTC Core (a Partnership)

Defendants

10 October 2024

PARTICULARS OF CLAIM

BITCOIN

1. Dr Wright is a British citizen.

2. This claim concerns "Bitcoin" which is "peer-to-peer" electronic cash system used by Dr Wright since 2009.

3. At all material times Dr Wright has carried on business as, amongst other things, a computer scientist, developing, promulgating and promoting his Bitcoin system, which is described in more detail below.

4. As also described in more detail below, Dr Wright is the owner of intellectual property rights associated with technology created on and for the Bitcoin system and its blockchain. This system was made available to the public. In accordance with the system, third parties "mine" for new blocks in the blockchain, and the system provides successful miners with Bitcoins as compensation for their success. In

the premises Dr Wright has *locus standi* to act against those who misuse their intellectual property rights.

The "White Paper"

5. On 31 October 2008 the pseudonym Satoshi Nakamoto published a link to a document which he had written entitled *"Bitcoin: A Peer-to-Peer Electronic Cash System"*. The document is very well known among those involved with the development of electronic cash and electronic token systems and has become known and will be referred to herein as the **"White Paper"**.

6. The White Paper was released under the pseudonym "*Satoshi Nakamoto*". On 31 October 2008, under that pseudonym, *Satoshi Nakamoto* posted on The Cryptography Mailing List (hosted on metzdowd.com) that he had been *"working on a new electronic cash system that's fully peer-to-peer, with no trusted third party"* (**"the Bitcoin Announcement"**). In the Bitcoin Announcement, Dr Wright published the link to the White Paper, which he had previously uploaded to http://www.bitcoin.org" http://www.bitcoin.org.

7. The White Paper defined an electronic coin as "*a chain of digital signatures"*. It described what is now known and is generally referred to as a "blockchain" which is a chain of blocks, each block comprising the information set out at paragraphs [37] – [45], below.

8. Satoshi Nakamoto, under this pseudonym, made the White Paper available for download on the "bitcoin.org" website (that is to say the website accessible at http://bitcoin.org).

9. For the purposes of this litigation, the identity of Satoshi Nakamoto is irrelevant.

10. Satoshi Nakamoto provided access to Bitcoin with the condition that its protocol would remain "set in stone"[1] Dr. Wright relied on this condition

[1] "The nature of Bitcoin is such that once version 0.1 was released, the core design was set in stone for the rest of its lifetime.", https://bitcointalk.org/index.php?topic=195.msg1611#msg1611

to build his businesses and intellectual property, making substantial investments based on the assurance that Bitcoin's foundational rules would not change. This reliance forms the basis for several legal principles that support Dr. Wright's standing to act against those who have deviated from the original conditions.

Detrimental Reliance and Estoppel

11. Dr. Wright's investments in developing technology, systems, and businesses were premised on the fixed nature of the Bitcoin protocol. His reliance on the unchanging nature of Bitcoin establishes grounds for promissory estoppel, a principle that prevents the original promise from being broken when someone has acted on it to their detriment. Since the assurance of a fixed protocol was fundamental, any changes by others, such as BTC developers altering the protocol, undermine Dr. Wright's position and cause significant harm.

Misrepresentation and Passing Off

12. The condition that Bitcoin's protocol would remain unaltered underpins its identity and the trust placed in it. Dr. Wright, having built businesses on this foundation, has a vested interest in preserving this identity. When BTC altered the protocol but continued to present itself as "Bitcoin," it misled the public, creating confusion between the original, immutable Bitcoin (BSV) and the altered BTC version. This misrepresentation damages the goodwill associated with BSV, entitling Dr. Wright to seek redress for the harm done to his interests and reputation.

Investment-Backed Expectations and Intellectual Property Rights

13. Dr. Wright's investment in intellectual property and commercial ventures was premised on Bitcoin's stability. His interests are directly harmed when deviations from the original protocol diminish the value and recognition of his work. The misuse of Bitcoin's identity by those promoting BTC is an infringement on the broader ecosystem of

innovations that Dr. Wright developed under the original terms set by Satoshi Nakamoto.

Legal Remedies for Economic Harm

14. The deviations from the original protocol and the confusion they have caused result in economic losses to Dr. Wright, including the devaluation of BSV. The disruption of his legitimate expectations and the undervaluation of BSV, which adheres to the original Bitcoin vision, provide grounds for substantial compensation. Dr. Wright has a right to protect the integrity of the investment environment established by the unchanging principles of Bitcoin, and legal action against misrepresentation aims to rectify this economic and reputational damage.

15. In summary, Dr. Wright's standing is grounded in his reliance on the original condition provided by *Satoshi Nakamoto*, which ensured that Bitcoin's protocol would remain "set in stone." The subsequent alterations by BTC developers and their misleading representation as the original Bitcoin have caused significant harm, giving Dr. Wright strong grounds to act against these deviations and seek compensation for the damage to his businesses and intellectual property.

The open source code

16. On 5 October 2008, *Satoshi Nakamoto* created an account, with the username "nakamoto2", on the well-known and widely-used online source code repository, SourceForge (http://sourceforge.net" http://sourceforge.net), **"the First SourceForge Account"**.

17. On 9 November 2008, using his First SourceForge Account, *Satoshi Nakamoto* created an online repository for the Bitcoin source code. The source code database was constructed using the open source software versioning and revision control system known "Apache Subversion" (commonly referred to as **"SVN"**). The repository is referred to herein as **"the Bitcoin SVN Repository"**.

18. On 10 December 2008, Satoshi Nakamoto created a second account on SourceForge with the username "s_nakamoto" (**"the Second SourceForge Account"**, together with the First SourceForge Account **"the SourceForge Accounts"**). The First SourceForge Account was the Bitcoin project administrator account, whilst the Second SourceForge Account was the Bitcoin SVN Repository development administrator.

19. In November 2008, Satoshi Nakamoto uploaded a pre-release, pre-Alpha, version of the Bitcoin source code onto the Bitcoin SVN Repository.

20. On 9 January 2009 (at 6.27am Australian Eastern Standard Time, or 2.27pm on 8 Jan 2009 EST) Satoshi Nakamoto uploaded onto the SourceForge Bitcoin SVN Repository version 0.1.0 Alpha of the Bitcoin source code which he had written to give effect to the electronic cash system described in the White Paper (**"Version 0.1 Alpha"**). The same day, Satoshi Nakamoto, again operating under the Satoshi Nakamoto pseudonym and using his Vistomail Account, published the message set out below on the Cryptography Mailing List:

> *"Bitcoin v0.1 released*
>
> *Announcing the first release of Bitcoin, a new electronic cash system that uses a peer-to-peer network to prevent double-spending. It's completely decentralized with no server or central authority.*
>
> *See bitcoin.org for screenshots.*
>
> *Download link:*
>
> *http://downloads.sourceforge.net/bitcoin/bitcoin-0.1.0.rar"*

21. The code created a maximum of 21 million Bitcoins, each made up of 100 million fungible, indivisible digital tokens, which act as electronic cash and which were to be allocated as rewards to the successful miners of further blocks in the Bitcoin blockchain as described in the White Paper.

22. Satoshi Nakamoto expressly made the code – and only the code – he had published subject to the permissive software licence with limited restrictions on reuse promulgated by the Massachusetts Institute of Technology, but he did not license the database or its contents, whether under the Open Data Commons DbCL or ODbL or in any other manner.

The "Genesis Block"

23. On 3 January 2009 Satoshi Nakamoto had created the first block in the blockchain for his Bitcoin cash system, which has become known as the "Genesis Block". The Genesis Block is unique in the Bitcoin blockchain in that, unlike all other, subsequent, blocks, it was not generated by the Bitcoin software's computational algorithm, but was created by Satoshi Nakamoto. It is a predefined file that does not have an input and acts as the start – i.e. the genesis – of the Bitcoin transactional chain / ledger. Indeed, properly analysed, it is not strictly a "block" at all but may more accurately to be described as the anchor at the root of the Bitcoin blockchain.

24. Satoshi Nakamoto recorded the Genesis Block's creation date by embedding in its data the following message / text string:

> *"The Times 03/Jan/2009 Chancellor on brink of second bailout for banks"*

(**"the Genesis Message"**).

25. The Genesis Message replicates *The Times of London* headline on 3 January 2009 (https://www.thetimes.co.uk/article/chancellor-alistair-darling-on-brink-of-second-bailout-for-banks-n9l382mn62h#:~:text=Alistair%20Darling%20has%20been%20forced,failed%20to%20keep%20credit%20flowing).

26. By inserting the Genesis Message into the Genesis Block's structure, Satoshi Nakamoto ensured that all users of his system would know that the Genesis Block had been created on – or no earlier than – 3 January 2009 and, in that way, he sought to reassure users that 'Satoshi Nakamoto' had not gamed his own system by pre-mining Bitcoin in

advance of that date. Date stamping the Genesis Block was also in accordance with the timestamping principles set out by Satoshi Nakamoto in section 3 of his White Paper.

27. The Bitcoin code, released under the MIT licence, grants users the right to use, modify, and distribute the software freely. This permissive open-source licence means that the underlying code of Bitcoin can be taken, adapted, or altered to create new software or even different blockchain projects. However, this freedom applies strictly to the software code itself, not to the branding, naming, or identity of the original Bitcoin network or its blockchain. The key distinction here is between modifying the software and misrepresenting the modified software as the original Bitcoin.

28. The MIT licence does not extend to allow a party to pass off a different system as "Bitcoin" itself. While a developer can use the MIT-licensed Bitcoin codebase to create a new project, that project cannot claim to be Bitcoin if it diverges from the original Bitcoin protocol and principles, such as those represented by the Genesis Block and subsequent blockchain history. This is especially true where significant changes have been made to the protocol or functionality, which result in a fundamentally different system, as has occurred with BTC.

29. For instance, a project like Ethereum, which used elements of the Bitcoin codebase to develop a completely new blockchain with distinct features, is entirely within its rights under the MIT licence, provided it does not mislead users into thinking it is Bitcoin. Ethereum does not claim to be Bitcoin and represents itself as a separate entity with its own unique attributes and network rules. This aligns with the freedoms granted under the MIT licence—developers may build upon the code, but they must respect the identity and established goodwill of the original Bitcoin when naming or branding their derivative projects.

30. Conversely, if a modified version of the Bitcoin software is presented as "Bitcoin" itself, despite having diverged from the original protocol, this constitutes passing off. Passing off is a misrepresentation that can cause confusion among users and investors, leading them to believe that

they are dealing with the original Bitcoin when they are not. Such actions are outside the scope of the MIT licence, which does not provide any rights to use the reputation or identity of Bitcoin as it is perceived in the market.

31. Thus, while the MIT licence permits creative freedom with the code, it does not license the goodwill or market recognition of Bitcoin. Using the Bitcoin codebase to create an alternative project is permissible, but presenting that project as "Bitcoin" when it is not would be misleading and legally actionable. This distinction is vital in understanding the rights granted by open-source licensing and the limits of those rights when it comes to protecting the identity and trust associated with the original Bitcoin network and its blockchain.

Subsequent blocks and transaction data

32. The Bitcoin protocol, as designed and created by Satoshi Nakamoto, uses digital signatures, hashing algorithms that publish data in clear text, and a distributed network of nodes to control the management of Bitcoin.

33. The Bitcoin system enables Bitcoin transactions to be recorded on a permanent public ledger, known as the "blockchain", that is distributed among many nodes. This process creates a publicly available and for practical purposes immutable history of all Bitcoin transactions, whilst preserving the privacy – but not the anonymity – of the transacting parties. By virtue of this design, all transactions on the Bitcoin blockchain are traceable and auditable.

34. Satoshi Nakamoto designed the Bitcoin protocol to incentivise node operators to validate newly mined blocks on the blockchain. At the inception of the Bitcoin system in January 2009, anyone with a computer and internet access could seek to mine new blocks for the Bitcoin blockchain by downloading the Bitcoin node software and employing their computer to solve the complex mathematical problem presented by the system for the creation of the next new block. The Bitcoin system envisaged that as computer power and demand for

Bitcoins increased, the complexity of the problem would also increase. The mathematical problems have now grown so complex that it is no longer practicable for individuals to use their personal computers as nodes. Specialised and very costly computer systems have been developed to function as nodes, and large amounts of electricity are needed to solve the current mathematical problem, so that mining for new Bitcoin blocks has become the domain of a small number of very large specialists (some of whom, however, use distributed software systems to enable the participation of smaller operators in the mining process).

35. In Bitcoin transaction processing, a node which claims to have solved the current mathematical problem obtains the opportunity to add the next block to the end of the blockchain, and to receive in due course a quantity of Bitcoins by way of a reward for doing so. (The quantity of Bitcoins issued by way of reward varies from time to time in a manner prescribed by the Bitcoin system). In order to obtain its reward, the node propagates to all other nodes the details of its solution, and the other nodes turn to the task of validating that solution before returning to seeking a solution to the next mathematical problem. The Bitcoin system recognises the difficulty that different nodes may generate and propagate rival solutions to the current mathematical problem more or less simultaneously, and that not all nodes will necessarily receive these propagated solutions in the same order. The Bitcoin system accordingly contains a method of selecting one only of such rival solutions, and delaying the payment of the reward for successfully mining a block until after it is clear which solution has been selected.

36. The Bitcoin blockchain database (**"the Blockchain Database"**) has the following structure and format: It is comprised of two main databases:

    (1) the first contains the blockchain transaction data (**"the Main Blockchain Database"**); and

(2) the second contains various indexes and other collections of data (**"the Index Files Database"**).

The Main Blockchain Database

37. The structure for each block of transactional information stored in the Main Blockchain Database (stored in a series of blk#####.dat files) is as follows:

Field	**Description**	**Size**
Magic No	Data field identifying the block to which the transaction relates; value is 0xD9B4BEF9 for BTC/BCH/BSV	4 bytes
Blocksize	Number of bytes remaining in the packet up to the end of the block	4 bytes
Blockheader		
Version	Block version number	4 bytes
hashPrevBlock	256-bit hash of the previous block header	32 bytes
hashMerkleRoot	256-bit hash based on all of the transactions in the block	32 bytes
Time	Current block timestamp as seconds since 1970-01-01T00:00 UTC	4 bytes
Bits	Current target in compact format	4 bytes
Nonce	32-bit number	4 bytes
Transaction counter	A positive integer	1-9 bytes
Transactions		
Version No	Currently 2	4 bytes

Field	Description	Size
In-Counter	A positive integer	1-9 bytes
List of Inputs	Input Structure	
Previous Transaction hash	TXID (transaction identification number) of the transaction	32 bytes
Previous Txout-index	Index of the output	4 bytes
Txin-script length	Non-negative integer	1-9 bytes
Txin-script / scriptSig	Script	<in-script length> many bytes
Sequence_no	Used to iterate inputs inside a payment channel; input is final when nSequence = 0xFFFFFFFF	4 bytes
Out-counter	A positive integer	
List of Outputs	Output Structure	
Value	Non-negative integer giving the number to be transferred	8 bytes
Txout-script length	Non-negative integer	1-9 bytes
Txout-script / scriptPubKey	Script	<out-script length>

Field	Description	Size
		many bytes
nLocktime	If non-zero and sequence numbers < 0xFFFFFFFF: block height	

The Index Files Database

38. Bitcoin's original design involved the use of two primary files to store blockchain data: blk.dat for the raw block data and blkindex.dat for indexing and accessing this data. These files are managed using a key-value database structure, where the keys represent block or transaction identifiers, and the values hold the associated data. This structure ensures that each block and transaction can be efficiently stored and retrieved, maintaining the integrity and performance of the blockchain.

39. The blk.dat files store the actual block data, including transactions, in a sequential manner. The blkindex.dat file, meanwhile, serves as an index, allowing nodes to quickly look up blocks and transactions using keys such as block hashes or transaction IDs. This setup supports the fundamental principle of Bitcoin's design: direct and efficient access to data while ensuring that the blockchain remains tamper-proof and verifiable.

40. NoSQL databases, such as Cassandra or MongoDB, provide an alternative method of managing this same data structure while aligning with the key-value principles inherent in Bitcoin. These databases allow blocks and transactions to be stored with unique identifiers as keys, while the block data remains the value. This approach enables the seamless distribution of data across multiple nodes, facilitating faster synchronization and retrieval of data without deviating from the core concepts of the Bitcoin protocol.

41. A column-family store like Cassandra can further optimise the indexing process by storing blocks with block hashes or heights as row keys and their corresponding transaction data as columns within those rows.

This allows Bitcoin's data to be queried more efficiently without changing the relationship between keys and values. It remains consistent with the original structure but provides a more organised way of accessing data, especially when handling large volumes of transactions.

42. Moreover, an in-memory key-value database such as Redis offers enhancements in speed while still respecting Bitcoin's foundational design. By keeping active parts of the UTXO set in memory, Redis enables nodes to validate transactions more quickly. This approach preserves the key-value structure, with transaction outputs mapped to their availability status as values. It aligns with the protocol's intent of efficient access to the UTXO set while delivering significant performance improvements during transaction verification.

43. All of these alternatives respect the key-value nature of Bitcoin's database structure. They do not alter the core principles or logic of how Bitcoin manages and retrieves its blockchain data but instead present optimised methods that can improve speed, scalability, and access efficiency. This demonstrates that while Bitcoin's original design is fundamental, there are modern tools that can integrate seamlessly with the existing architecture, offering improved performance without any departure from the protocol's intended data management strategy.

44. The BLKINDEX (in blkindex.dat file) contains several different data structures, described as follows:

Block Index

45. The Block Index stores an index of the blocks, and the data structures are as follows:

Field	**Description**	**Size**
hashNext	Hash of the next block	32 bytes
nFile	Number of the block data file that contains the block	4 bytes
nBlockPos	Position of the block in the file	4 bytes

nHeight	The height of the block in the chain of blocks.	4 bytes
nVersion	Block version	4 bytes
hashPrev	The hash of the previous block	32 bytes
hashMerkleRoot	The merkle root hash	32 bytes
nTime	Unix timestamp of when this block was created.	4 bytes
nBits	A packed representation of the calculated difficulty target being used for this block.	4 bytes
nNonce	An integer that is varied by miners to alter the resulting hash of the block header with aim of producing a hash with enough leading zeros.	4 bytes

Best Chain Tip

46. The Best Chain Tip represents the hash of the block that resides at the end of the longest chain of honest blocks, which are those blocks derived from the original, unaltered protocol. Bitcoin's consensus mechanism relies on this longest chain rule, where the chain with the most accumulated proof of work is considered the valid one, assuming that the majority of miners are honest. The integrity of this process is grounded in adherence to the original protocol as defined by Satoshi Nakamoto, meaning that only blocks that follow this protocol contribute to the legitimacy and continuity of the Bitcoin blockchain.

47. The data structures associated with the Best Chain Tip include the block hash, which uniquely identifies the block at the end of the longest chain. This block hash links back to its predecessor, maintaining the cryptographic chain that ties each block to the previous one, thereby ensuring the continuity of the blockchain. Additionally, metadata such as the block height (the position of the block within the chain) and the accumulated proof of work for the chain up to this block are tracked, which helps to determine which chain is the longest and, by definition, the valid chain.

48. In this context, the term "honest blocks" refers to those that are not only valid in their structure and content but also compliant with the rules and conditions of the original protocol. This ensures that the blocks

maintain the intended characteristics of Bitcoin as a peer-to-peer electronic cash system. Deviations from this protocol—such as those seen in forks that modify consensus rules—do not contribute to the Best Chain Tip under this definition, as they would represent chains that have altered the fundamental rules of Bitcoin.

49. The Best Chain Tip, therefore, is a critical component in maintaining the integrity of Bitcoin's network, ensuring that the longest chain reflects the chain of work that is aligned with the principles of the original, unaltered protocol. This serves as a guarantee that Bitcoin's blockchain remains true to its initial design, upholding its role as a secure, decentralised system for transaction verification.

50. The Best Chain Tip stores the hash of the block at the tip of the longest chain of blocks that follow the original and unaltered protocol, and the data structures are as follows:

Field	**Description**	**Size**
hashBestChain	Hash of the block at the tip of the longest chain of blocks	256 bytes

51. The original version of **Bitcoin**, as conceived and developed by **Satoshi Nakamoto**, represents a fundamentally novel system designed to function as a **peer-to-peer electronic cash system**. At its core, Bitcoin was intended to enable direct, decentralised transactions between parties without relying on a central authority or intermediaries, providing a transparent and secure way of transferring value over the internet. The key aspects of Bitcoin's design include its role as a **timestamp server**, its suitability for **micropayments**, the concept of **nodes**, **IP-to-IP transactions**, **Simplified Payment Verification (SPV)**, and **programmable scripting**.

Key Purpose: Timestamp Server and Cash System

52. The **Bitcoin white paper**, titled *Bitcoin: A Peer-to-Peer Electronic Cash System*, introduced the idea of a **timestamp server**. This timestamp server functions by creating a chronological chain of blocks,

each containing a list of transactions. Each block is hashed and linked to the previous one, forming a **blockchain** that verifies the integrity and order of transactions without the need for a centralised timestamping authority. This ensures that all transactions are time-sequenced, and the order in which they occurred can be verified transparently by any party.

53. The primary purpose of Bitcoin is to act as **digital cash**, allowing for **small, casual transactions** to be sent directly from one person to another over the internet. It was specifically designed to reduce transaction costs and facilitate micropayments—payments that are too small to be viable with traditional financial systems due to fees. Bitcoin's protocol is structured to allow transactions of any size, making it suitable for everything from small, everyday purchases to larger payments.

Micropayments and Cash-Like Properties

54. Bitcoin's design as a **micropayment system** hinges on the ability to make transactions without incurring significant costs. This capability is enabled through a structure that allows transactions to be processed with minimal fees, making it ideal for casual, everyday transactions. Unlike traditional banking systems that involve multiple intermediaries, Bitcoin allows users to transfer value directly. The original protocol emphasises efficiency, enabling transactions to be verified and added to the blockchain with minimal computational overhead.

IP-to-IP Transactions

55. In its original form, Bitcoin facilitated **IP-to-IP transactions**, allowing users to send payments directly to one another's IP addresses. This feature underlines the **peer-to-peer** nature of Bitcoin, emphasising the direct transfer of value between users without relying on a third-party intermediary. IP-to-IP transactions make Bitcoin more similar to physical cash exchanges in that they enable one user to send a specific amount directly to another user's digital address.

56. This method of exchange highlights the direct and simple nature of Bitcoin's design. The sender transmits a transaction directly to the recipient's IP address, and the recipient can then verify this transaction through the Bitcoin network, ensuring that the funds are valid. This mechanism is crucial in preserving the integrity of the transaction process while allowing for simplicity and ease of use.

Simplified Payment Verification (SPV)

57. **Simplified Payment Verification (SPV)** is a mechanism that allows users to verify transactions without the need to maintain a full copy of the blockchain. SPV is a lightweight method by which users, often using wallets, can confirm that transactions have been included in a block by downloading only the block headers rather than the entire block content. This makes it possible for users to verify their transactions without having to store and process all blockchain data, which is especially important as the size of the blockchain grows.

58. SPV enables users to participate in the Bitcoin network as **lightweight clients**, verifying that their transactions are included in blocks without needing to run full nodes. This design aligns with Bitcoin's vision of accessibility and scalability, allowing a large number of users to interact with the blockchain without requiring significant storage or computational power. SPV clients query the full nodes to verify that a transaction is part of the blockchain, maintaining trust and efficiency in the verification process.

Definition of Nodes and Absence of "Full Nodes" in the Original Design

59. In the context of Bitcoin's original design, **nodes** are participants that contribute to the network by validating and relaying transactions and creating new blocks through mining. Satoshi Nakamoto's design does not highlight the concept of "full nodes" in the way it is often discussed today. The key role of a node is defined by its ability to create blocks (mining), thereby participating directly in the competitive process that secures the network and processes transactions.

60. The term **"full nodes,"** as used in discussions surrounding BTC today, refers to nodes that maintain a complete copy of the blockchain but do not participate in block creation. This distinction was not originally part of Satoshi's design; Bitcoin nodes were expected to participate in block creation, thus contributing directly to the **security and operation of the network**. In Satoshi's vision, those running nodes would be incentivised to compete as miners, contributing to the network's strength by validating transactions and creating new blocks.

61. In later iterations, including those changes introduced by BTC developers, the concept of full nodes as entities distinct from mining nodes emerged, leading to a shift in how the network's security and transaction verification are viewed. This altered the dynamics of network participation and led to a divergence from the initial framework that emphasised **competition among miners** as the core of the network's structure.

Programmable Scripting

62. Bitcoin's protocol, as created by Satoshi Nakamoto, includes a powerful scripting language that enables a wide range of complex transaction types. The scripting language is integral to Bitcoin's design, allowing it to process conditional transactions, multi-signature operations, time locks, and various other programmable features. This script operates through a stack-based mechanism, where each script is executed by Bitcoin nodes to validate whether a given transaction satisfies the conditions necessary for it to be included in a block.

63. The flexibility of Bitcoin's scripting allows it to create transaction types that go beyond simple transfers of value. It can support more complex conditions that are similar to **smart contracts**, allowing for the automation of specific actions or conditions before a transaction is finalised. This programmability means that users can design custom conditions under which transactions will be validated, such as requiring multiple signatures for large transactions (multi-signature), or setting delays before a transaction can be spent (time locks).

64. Satoshi Nakamoto himself highlighted the broad potential of Bitcoin's capabilities, stating that Bitcoin could handle a variety of functionalities beyond mere value transfer. While his primary focus was on ensuring secure and trustless value transfers, the underlying scripting language was built to be adaptable and capable of implementing more elaborate transaction types. Satoshi recognised that Bitcoin's scripting could facilitate programmable transactions, making it possible for users to create custom, automated processes that execute according to the network's consensus rules.

65. Thus, Bitcoin's scripting language provides a flexible and secure foundation, enabling the creation of innovative transaction types and complex conditions, while maintaining the integrity and decentralisation that is core to its design. This adaptability ensures that Bitcoin can be used for a wide range of applications, effectively functioning as a programmable, decentralised financial platform.

Bitcoin's Scripting System: Turing Completeness and the Power of a Two-Stack Pushdown Automaton

66. Bitcoin's scripting system is Turing complete when understood as a two-stack pushdown automaton (2PDA). This means that, theoretically, Bitcoin's scripting language can simulate any computation or algorithm, given enough time and resources. A 2PDA can perform any calculation that a Turing machine can, which places Bitcoin's scripting in a category capable of complex operations and infinite possibilities—when correctly constructed.

67. The original version of Bitcoin, as designed by Satoshi Nakamoto, allows for highly flexible and robust scripting capabilities. The scripting language is stack-based, using two primary stacks—the main stack and the alt stack—to manage and process scripts. These stacks enable conditional logic, digital signature verification, multi-signature requirements, and many other transaction types that go beyond basic transfers. This structure allows Bitcoin to support intricate transaction

types, ranging from simple payments to complex, programmable contracts.

68. Contrary to misconceptions, Bitcoin is not limited in its computational potential. The original protocol's scripting system, as conceived, is not restricted by the finite nature that later narratives suggest. Its ability to be programmed for varied use cases and conditions within the network gives it significant versatility and depth.

69. It is important to distinguish between Bitcoin and BTC in this context. BTC's modifications—including changes such as Segregated Witness and the implementation of simplified scripts—have introduced constraints that deviate from the original vision of Satoshi Nakamoto. These changes in BTC have reduced its scripting flexibility and its applicability as a programmable, peer-to-peer electronic cash system.

70. Bitcoin, by contrast, retains the ability to leverage its full scripting potential. It allows users to create transactions and smart contracts that are capable of any computation, as enabled by the underlying mechanics of a Turing complete 2PDA system. This makes it fundamentally powerful and suitable for the complex interactions and conditions that Satoshi Nakamoto envisioned when creating a truly decentralised and programmable form of digital cash. **Conclusion: Bitcoin as a System of Integrity and Directness**

71. The original version of Bitcoin, as created by Satoshi Nakamoto, is a **peer-to-peer electronic cash system** designed to facilitate small, everyday payments over the internet with a focus on transparency, security, and simplicity. It operates as a **timestamp server** that records transactions in a transparent, immutable ledger. Through mechanisms like **IP-to-IP transactions** and **SPV**, Bitcoin ensures that users can participate without needing extensive computational resources. The system's design allows for **competition among miners**, with nodes defined by their ability to create new blocks, rather than the passive concept of "full nodes" that has emerged in later interpretations of BTC.

72. This approach ensures that Bitcoin maintains **traceability** and **auditability**, while allowing for a level of **programmable conditions** through its scripting capabilities. The original Bitcoin's focus is on maintaining the **integrity of transactions**, providing a foundation that allows for secure, direct exchanges of value without the need for intermediaries, while retaining a public ledger that supports the verification of every transaction within the network.

Changes to the BTC Protocol Through New and Modified Opcodes: Facilitating Anonymity and Financial Obfuscation

73. Since its divergence from the original Bitcoin protocol, the BTC network has introduced various **new opcodes** and modifications that fundamentally alter its scripting capabilities. These changes, including **OP_CHECKLOCKTIMEVERIFY (CLTV)**, **OP_CHECKSEQUENCEVERIFY (CSV)**, and other updates, have not been designed to merely enhance the system but rather to enable a shift towards **anonymity** and **transaction obfuscation**. These modifications allow BTC to facilitate **money laundering** and the circumvention of regulatory frameworks, such as **Know Your Customer (KYC)** and **Anti-Money Laundering (AML)** laws. By obscuring transaction details and introducing mechanisms that hide the flow of funds, these changes deviate sharply from Bitcoin's original principles of transparency and auditability.

OP_CHECKLOCKTIMEVERIFY (CLTV)

74. **OP_CHECKLOCKTIMEVERIFY (CLTV)**, first proposed in **2015**, allows transaction outputs to be time-locked, restricting when they can be spent. However, despite its early proposal, CLTV was **not immediately activated** on the network. Its later activation became closely tied to the shift towards enabling **Segregated Witness (SegWit)** on BTC, which fundamentally changed how Bitcoin transactions were structured and processed.

75. The integration of CLTV laid the groundwork for supporting **off-chain scaling solutions**, like the Lightning Network, by allowing more

complex time-based conditions within transactions. These conditions make it possible to set up **payment channels** that can remain hidden from the blockchain until they are closed and settled. This feature of time locks is essential for Lightning's functionality, which relies on **temporarily locking funds** in off-chain channels. However, its primary role within the context of BTC was to enable the shift from **on-chain transparency** to **off-chain anonymity**, facilitating hidden transactions.

CLTV and the Activation of SegWit

76. The activation of CLTV was directly linked to the broader agenda of enabling **Segregated Witness (SegWit)** on the BTC network. SegWit altered the structure of transactions by moving signature (witness) data outside of the main transaction block, thus making it possible to reduce the visible data in each transaction. This change paved the way for **obscuring transaction details** and allowed for the possibility of **anonymised off-chain transactions**.

77. SegWit's changes worked hand in hand with CLTV to enable **Layer 2 solutions** like the Lightning Network, which shift transactions away from the main blockchain and into private, off-chain channels. By changing how transactions were processed and validated, SegWit facilitated a new transaction model that allowed users to obscure the paths of their transactions from the public blockchain. It created conditions where transaction flows could be **hidden** from the transparent view that Bitcoin originally intended, making it possible for users to move funds without leaving a clear, traceable record.

OP_CHECKSEQUENCEVERIFY (CSV) and Enhanced Anonymity

78. Introduced in **2016**, **OP_CHECKSEQUENCEVERIFY (CSV)** expanded the ability of transactions to use **relative time locks**, further supporting the functionalities needed for **off-chain transactions**. CSV allows transactions to be structured with conditions that delay when outputs can be spent based on a set number of blocks following a prior

transaction. This capability is crucial for the mechanics of **Layer 2 protocols**, like the Lightning Network, where funds remain locked in off-chain payment channels until certain conditions are met.

79. The purpose of CSV, like CLTV, is not benign; it serves to increase the **anonymity** of transaction flows by supporting mechanisms that keep transactions **off-chain** until final settlement. By making it possible for transactions to operate outside of the blockchain's public view for extended periods, CSV has enabled an environment where **money laundering** and **untraceable transfers** can occur. This is fundamentally at odds with Bitcoin's original design, which emphasised **on-chain transactions** that were fully visible and auditable.

Facilitating Money Laundering Through Off-Chain Mechanisms

80. The changes introduced to BTC, particularly through the activation of CLTV and CSV and the structural changes brought about by SegWit, have been aimed at creating conditions where **transaction paths can be concealed**. The **Lightning Network**, which relies heavily on these new opcodes, is a primary example of how BTC has shifted towards a model that facilitates **untraceable, anonymous transactions**. Rather than scaling Bitcoin in a manner consistent with the original, on-chain vision, the combination of these new opcodes and SegWit's restructuring enables users to mix coins in off-chain channels, making it extremely difficult for anyone to track the origin, movement, and final destination of funds.

81. This shift is not about efficiency or scalability; it is a move towards **circumventing KYC/AML requirements**, allowing users to operate outside the reach of regulatory scrutiny. By obscuring the details of transaction flows, BTC has created a pathway for **financial activities** that can evade oversight, undermining the transparent principles upon which Bitcoin was originally founded.

Radical Departure from Bitcoin's Original Transparency

82. In contrast, **Bitcoin Satoshi Vision (BSV)** maintains the original protocol and design philosophy of Bitcoin, where all transactions are conducted **on-chain** and fully recorded on a **public ledger**. BSV retains the original time-based functionalities without using them to support off-chain mechanisms that hide transactions. This ensures that every transaction, regardless of size or complexity, remains visible and verifiable, preserving the integrity of a **transparent digital cash system**.

83. The introduction of opcodes like CLTV and CSV in BTC, alongside the activation of SegWit, marks a **radical departure** from the core principles of Bitcoin as outlined by Satoshi Nakamoto. Instead of upholding a system of traceable, auditable transactions, BTC has shifted to a model that prioritises **anonymity** and the potential for **untraceable transactions**, fundamentally altering the nature of Bitcoin and opening the door to activities that include **money laundering** and regulatory evasion.

Taproot and Other Changes in BTC: Expanding Anonymity and Concealing Transaction Details

84. Following the introduction of **Segregated Witness (SegWit)**, the BTC network has continued to implement changes that diverge further from Bitcoin's original protocol. One of the most significant of these is **Taproot**, activated in **November 2021**, which has been instrumental in shifting BTC towards a model that prioritises **anonymity** and the ability to **conceal transaction details**. These changes include the implementation of **Schnorr signatures**, **Merkelised Abstract Syntax Trees (MAST)**, and additional updates like **OP_CHECKSIGADD**. These modifications enable BTC to support hidden transaction flows and off-chain activities that obscure the origin, movement, and nature of funds, facilitating **money laundering** and **regulatory evasion**.

Taproot: Obscuring Complex Transactions

85. **Taproot** fundamentally alters how transactions are presented on the BTC blockchain. By using **Schnorr signatures**, Taproot allows for multiple signatures to be aggregated into a single signature, making complex multi-signature transactions appear identical to simple, single-signature ones. This change does not merely aim for efficiency; it is designed to **obscure the structure of transactions**. By making it impossible to differentiate between simple and complex transactions, Taproot hides the true nature of the interactions taking place on the network, thereby increasing **anonymity**.

86. The use of **MAST** further supports this by allowing only the executed conditions of a transaction to be revealed on the blockchain, while all other possible conditions remain hidden. This means that transactions involving complex scripts or smart contracts can be condensed into a form that appears as a standard transaction, **concealing** the potential complexity of the conditions involved. This fundamentally differs from the original Bitcoin design, where the full details of every transaction's script would be visible on the blockchain, ensuring transparency.

87. Taproot's combination of these features directly enables the concealment of transaction flows, making it harder for external observers to identify the nature of specific transactions. This shift towards **anonymity** allows for a level of transaction obfuscation that facilitates the **mixing of funds** and hides the details of payments, thereby creating an environment conducive to **money laundering**.

Integration with Off-Chain Systems and the Role of Taproot

88. Taproot's modifications are closely tied to the enabling of off-chain systems like the **Lightning Network**, which relies on the ability to **lock and obscure transactions** until they are settled back onto the blockchain. Taproot supports the mechanics that allow for these off-chain channels to remain hidden until their closure, making it possible to conduct a large volume of transactions without exposing the details to the main blockchain. By masking the nature of these transactions,

BTC enables users to conduct financial activities outside of public view, **evading regulatory scrutiny** and compromising the transparency of the blockchain.

89. This is in stark contrast to **Bitcoin's original design**, which required all transactions to be directly recorded and visible on the blockchain. Satoshi Nakamoto's vision emphasised **traceability** and **auditability**, ensuring that every transaction could be verified independently by anyone participating in the network. Taproot's changes undermine this vision, allowing BTC to operate in a manner that is deliberately less transparent, facilitating **anonymous exchanges** of value.

OP_CHECKSIGADD and the Drive for Concealment

90. **OP_CHECKSIGADD**, introduced alongside Taproot, further supports the obfuscation of transaction data. This opcode simplifies the process of validating multiple signatures within a single transaction, enabling **signature aggregation**. By allowing multiple signatures to be validated in a combined form, it hides the number of participants involved in complex transactions, making it appear as though only a single party is responsible. This is a deliberate effort to obscure the true nature of transactions, preventing outside parties from identifying the structure of multi-signature interactions.

91. These features contribute to a broader strategy within BTC to **conceal the flow of funds** and make transactions difficult to trace. The end result is a system where users can conduct complex financial interactions that are practically invisible to anyone trying to monitor the network. This shift away from the openness of Bitcoin's original protocol provides **bad actors with tools for money laundering** and **evasion of legal requirements**.

Conclusion: Taproot and the Erosion of Transparency in BTC

92. The implementation of **Taproot** and related changes in BTC, such as **OP_CHECKSIGADD**, represents a deliberate move towards enhancing **anonymity** and reducing the visibility of transactions.

These modifications enable users to **conceal the complexity and nature of transactions**, making it difficult for regulators or other entities to trace the flow of funds across the network. Far from improving Bitcoin's original structure, these changes have altered the very essence of what Satoshi Nakamoto intended—a transparent, verifiable ledger of transactions.

93. By prioritising **anonymity over transparency**, BTC has deviated from the principles of **traceable, on-chain transactions** that defined Bitcoin's original protocol. This has created a system that not only facilitates **regulatory evasion** but also poses significant risks in terms of allowing untraceable transactions to flourish. In contrast, **Bitcoin Satoshi Vision (BSV)** remains committed to the original protocol, ensuring that every transaction is fully recorded on-chain, maintaining **integrity and transparency** in the digital cash system.

Subsequent events

94. **Segregated Witness, BTC, and the Introduction of the Lightning Network (2017)** In **2017**, the introduction of **Segregated Witness (SegWit)** significantly altered Bitcoin's original protocol and laid the groundwork for the adoption of the **Lightning Network**. While SegWit was promoted as addressing transaction malleability and scalability issues, its true implications went far beyond this misrepresentation. The key purpose of SegWit was to enable the implementation of the **Lightning Network**, a system designed to facilitate **anonymity** rather than enhance the scalability of transactions in a transparent manner.

95. The Lightning Network allows transactions to be conducted off-chain, away from the traceable public ledger that Bitcoin's protocol relies upon. By moving these transactions into off-chain channels, the Lightning Network makes it possible to **mix coins** and obscure the movement of funds between parties. This design is intended to prevent the visibility of transaction flows, thus undermining the transparency that is inherent in Bitcoin's original structure. Where Bitcoin ensures

privacy by maintaining a public but pseudonymous ledger, the Lightning Network shifts the model towards **anonymity**, where the actual transaction paths can be hidden entirely.

96. This distinction is critical. **Privacy** in Bitcoin means that while users' identities are not directly tied to addresses, transactions remain **traceable** on the blockchain, allowing for full auditability and accountability. In contrast, the **Lightning Network** creates conditions where transactions can become effectively **untraceable**, making it a tool for those seeking to evade scrutiny and compliance requirements such as **Know Your Customer (KYC)** regulations. By enabling off-chain channels, the Lightning Network introduces a mechanism that facilitates **money laundering** and the bypassing of financial regulations, allowing users to move funds without leaving a clear, on-chain record.

97. The **BTC chain**, through the adoption of SegWit and the facilitation of the Lightning Network, deviated from the original vision of Bitcoin as a **transparent peer-to-peer electronic cash system**. This new approach allowed for a shift from Bitcoin's transparency towards an anonymous transaction model that obscures the flow of money, contradicting the fundamental principles of accountability and traceability established in Satoshi Nakamoto's white paper.

98. **Bitcoin Cash and Bitcoin Satoshi Vision: Maintaining the Original Bitcoin Principles (2017-2018) Bitcoin Cash (BCH)** emerged in **August 2017** in opposition to the changes introduced by SegWit. The node software known as Bitcoin Cash sought to retain the transparency of the original Bitcoin network, ensuring that transactions remained traceable on-chain. It rejected the modifications that enabled off-chain anonymity through the Lightning Network, focusing instead on scaling by increasing block sizes to allow more transactions to be processed directly on the blockchain.

99. **Bitcoin Satoshi Vision (BSV)**, which arose in **2018**, continued the unaltered protocol of Bitcoin, adhering closely to the principles outlined in the white paper. BSV has maintained the transparent and verifiable

nature of Bitcoin, ensuring that all transactions are recorded directly on-chain. This allows for full traceability of transactions, preserving the accountability and transparency that are inherent to Bitcoin's original design. **BSV remains true to the concept of privacy**, where the pseudonymous nature of transactions protects user identities while maintaining a public record of all transaction flows, in stark contrast to the **anonymous** model enabled by the Lightning Network under BTC.

100. **Market Confusion and Misrepresentation** The retention of the **BTC** ticker symbol by a system that no longer follows the original protocol has led to significant **misrepresentation**. By shifting from Bitcoin's model of traceable privacy to an anonymous transaction system through the use of SegWit and the Lightning Network, BTC no longer aligns with Bitcoin's original purpose. Despite this, BTC has continued to present itself as Bitcoin, leading to widespread confusion among users who are unaware of these fundamental changes.

101. **BSV**, by contrast, maintains the principles of Bitcoin's original design, ensuring that all transactions remain on-chain, transparent, and auditable. This adherence to Bitcoin's foundational structure ensures that it remains consistent with the vision of **peer-to-peer digital cash** that Satoshi Nakamoto set out. The changes made by BTC represent a significant departure, creating a system that is no longer the transparent, verifiable network that Bitcoin was intended to be.

102. Following the introduction of Segregated Witness (SegWit) in 2017, BTC underwent several significant protocol changes, each furthering the network's departure from the transparency and traceability inherent in Bitcoin's original design. Among these, Taproot is a particularly critical change, and its focus is not simply on improving transaction capabilities but fundamentally altering how transactions are conducted and viewed on the blockchain, with an emphasis on anonymity rather than mere efficiency.

Taproot (2021) and its Impact on Anonymity

103. Taproot, which went live in November 2021, introduced changes that allow the concealment of complex transaction details. The most important aspect of this is the use of Schnorr signatures and Merkelised Abstract Syntax Trees (MAST). These changes enable BTC to mask the specifics of multi-signature transactions, smart contracts, or other conditional payments. Under Taproot, such transactions can appear identical to simpler, single-signature transactions, thus obscuring the details of how funds are moved or the conditions under which they are released.

104. The aim here is not merely a streamlined transaction process but a move towards anonymity—where the nature of transaction conditions is concealed, making it harder for third parties to trace the flow of funds. This creates a landscape where, instead of the transparent auditability that characterised Bitcoin's original protocol, transactions can be obscured, making it difficult for regulators or external observers to fully trace the complexities of certain operations. This shift is significant because it allows BTC users to avoid scrutiny that would typically come with compliance measures like Know Your Customer (KYC) rules and other anti-money laundering regulations.

Schnorr Signatures and Transaction Aggregation

105. Schnorr signatures, as implemented in the Taproot upgrade, enable the aggregation of multiple signatures into a single one. This makes it possible to hide the fact that multiple parties may be involved in a transaction. For instance, where a transaction may have involved multiple participants with individual signatures, Schnorr allows those to be merged, concealing the exact nature and number of participants involved. This is a deliberate shift from Bitcoin's original cryptographic framework, which used ECDSA to ensure each transaction's details were individually verifiable by any node on the network, thus ensuring transparency.

106. The aggregated signatures under Schnorr obscure the complexity and nature of certain transactions, allowing parties to hide not only the structure of their interactions but also making it possible for transactions to be conducted without revealing the underlying participants. This is distinct from privacy, which would involve protecting user identities while maintaining a verifiable transaction trail on the blockchain. BTC's Taproot and Schnorr implementations are directed towards achieving a level of anonymity—concealing details that allow transactions to blend in with simpler ones, thereby making it harder for law enforcement and financial regulators to track the flow of funds.

The Implications of Anonymity and Regulatory Avoidance

107. The emphasis on anonymity through Taproot, as well as earlier through SegWit, suggests that BTC's changes are fundamentally about shifting away from the original ethos of transparent digital cash towards a model that enables greater regulatory evasion. By obscuring transaction data and using off-chain solutions like the Lightning Network—which further removes transactions from the public ledger—BTC creates conditions where the movement of funds can occur without leaving a clear traceable path. This facilitates money laundering and makes it possible to bypass traditional KYC requirements that would otherwise apply to digital transactions.

108. In contrast, Bitcoin Satoshi Vision (BSV) maintains the traceable nature of transactions as outlined in the original Bitcoin protocol. BSV ensures that all transactions are recorded directly on the blockchain, allowing for transparency and accountability. This commitment to recording all transactions on-chain means that while user identities remain pseudonymous, the flow of transactions remains fully visible and verifiable on the public ledger, preserving the integrity of the original Bitcoin design.

109. These subsequent changes to BTC, particularly through Taproot, represent a clear divergence from the core principles set out in Bitcoin's white paper. They illustrate a shift towards creating a system where

anonymity—rather than open, verifiable transactions—is the focus, contrasting sharply with the transparent model of Bitcoin that allowed for auditability and compliance with legal frameworks.

110. **Conclusion: The Divergence from Bitcoin's Protocol and the Introduction of Anonymity** The introduction of SegWit in **2017** and the subsequent adoption of the Lightning Network under BTC marked a departure from Bitcoin's transparent transaction model, resulting in the creation of a new system under the BTC symbol that enabled **anonymity** rather than true scalability. **Bitcoin Cash** rejected these changes to maintain on-chain transparency but introduced other scripting modifications, while **Bitcoin Satoshi Vision (BSV)** remains the true continuation of Bitcoin, upholding the original protocol's emphasis on transparent, traceable transactions. These events demonstrate the creation of new systems that diverged from Bitcoin's unaltered protocol, using the history and identity that originated from Satoshi Nakamoto's design while changing the fundamental nature of the network.

The bitcoin software

111. Nodes / Miners in the Bitcoin network are not obligated to use the specific software written by Satoshi Nakamoto or developed by others after him. They have the freedom to develop and use their own mining software, as long as that software complies with the rules and conditions of the original, unaltered Bitcoin protocol. The key requirement is that any custom software must follow the consensus rules, ensuring that the blocks they produce are compatible with those recognised as valid by the broader Bitcoin network.

Adherence to the Original Protocol

112. The role of miners is to solve the proof-of-work (PoW) puzzle, a computational challenge that secures the network by verifying transactions and adding new blocks to the blockchain. This process involves generating a block header that satisfies a required difficulty target—essentially finding a hash value below a certain threshold. For

a block to be accepted by the network, it must adhere to the protocol rules initially set out in Satoshi's white paper and the Bitcoin software, which include:

113. Block Structure: The structure of the block, including its size, timestamp, nonce, and the Merkle root of transactions, must meet the protocol's requirements.

114. Validation Rules: Each block and its transactions must be correctly validated according to the original protocol's rules, such as verifying digital signatures and ensuring no double-spending occurs.

115. Bitcoin, as originally defined by Satoshi Nakamoto, does not include mechanisms for **soft forks**, **hard forks**, or **protocol changes**. Unlike later interpretations seen in other systems such as BTC, which have incorporated processes for altering consensus rules, the original Bitcoin protocol is **immutable** and designed to remain fixed.

116. There is no provision within Bitcoin's original design for altering its core rules, as it was built to operate with a stable set of guidelines that govern how blocks are created, validated, and added to the blockchain. This immutability is crucial to maintaining the integrity and security of the system, ensuring that all participants adhere to the same rules as originally specified.

117. The introduction of mechanisms for changing protocol rules by developers in later iterations is a **misrepresentation** of Bitcoin's true nature. It falsely implies that Bitcoin's foundational rules can be adjusted or modified when, in reality, the original protocol was intended to remain unaltered, with miners following the set rules to maintain network consensus.

Flexibility in Software Development

118. While Satoshi Nakamoto released the original Bitcoin client, which provided a blueprint for miners, miners are free to write their own software as long as it produces blocks that adhere to the network's rules. Many miners use optimized software or hardware-specific

implementations to improve their mining efficiency, focusing on reducing the time and energy needed to solve the proof-of-work problem. These optimisations might involve better handling of the hashing process, more efficient data structures, or tailored communication protocols between mining hardware and the Bitcoin network.

Independence in Solving Proof of Work

119. The proof-of-work problem itself—finding a valid hash—is a computational challenge that is independent of any specific software. Miners can design custom algorithms to maximize their chances of solving this problem efficiently, provided that the blocks they generate comply with the protocol. For instance, they might develop software that better integrates with their specialized hardware, such as ASICs (Application-Specific Integrated Circuits), to increase their hash rate. As long as these solutions respect the difficulty adjustment and other consensus parameters of Bitcoin's network, the network will recognise the blocks they produce as valid.

Importance of Protocol Compliance

120. The critical point is that any software or optimizations a miner uses must ensure that their blocks are compatible with those expected by nodes running the original protocol. If a miner's software deviates from these rules, the blocks it produces will be rejected by the rest of the network, making the miner's work effectively useless. Therefore, while miners have significant freedom in developing and using their own software, their ability to contribute to the blockchain depends entirely on strict adherence to the established consensus rules of Bitcoin.

121. In summary, miners have the flexibility to create their own software to optimise their operations, but they must ensure that their outputs—new blocks—fully conform to the original and unchanged protocol rules set by Satoshi Nakamoto. This balance allows innovation and competition among miners while maintaining the integrity and consistency of the Bitcoin network.

122. Satoshi Nakamoto personally controlled the source code repository for his Bitcoin system until April 2011. In the second half of 2010 he started to share the work needed to maintain and develop the Bitcoin software with one Gavin Andresen to whom he provided the network alert key and permitted him to use it to control the code repository, and in April 2011 he delegated control to Mr Andresen, taking no further personal part in developing or maintaining the software.

123. The Bitcoin blockchain originated by Satoshi Nakamoto increased in length as further blocks were mined, thereby adding to the Bitcoin blockchain using the system described in the White Paper and embodied in the software originally released by Satoshi Nakamoto. That system is still in existence, and is referred to hereinafter as "the Original System".

124. Following Satoshi Nakamoto's decision to step back from Bitcoin's direct development in **late 2010**, the control of the Bitcoin code repository began to shift. Initially, the source code repository for Bitcoin was hosted on **SourceForge**, a platform used for managing open-source projects, where Satoshi and a small group of trusted developers could make changes to the Bitcoin software. Satoshi had set up SourceForge to host the repository and to coordinate updates to the software, providing access only to those who were trusted to maintain the original protocol.

125. As Satoshi gradually withdrew from public communication, he chose **Gavin Andresen** to be the lead developer and a steward for the Bitcoin project. Satoshi entrusted Gavin with the **Alert Key**, a cryptographic key that could be used to send important alerts to the network, allowing for emergency messages in case of protocol threats or vulnerabilities. This key was a critical component of Bitcoin's early structure, as it enabled coordinated action among nodes in response to potential risks to the network.

126. In **2011**, after Satoshi's full departure, the hosting of the Bitcoin repository was moved from SourceForge to **GitHub** under the direction

of Gavin Andresen and other developers. The move to GitHub allowed for broader collaboration and ease of access to the codebase, reflecting the growing community of contributors. Gavin's role as the lead developer was consistent with Satoshi's expressed intent for him to manage the project, ensuring that the original protocol would be maintained while allowing the community to address technical developments and improvements.

127. However, over time, a group of developers emerged who sought to control the direction of the project beyond the authority granted by Satoshi. This led to **BTC Core developers** gradually sidelining Gavin Andresen. By **2016**, Gavin was **stripped of his commit access** to the Bitcoin repository on GitHub. This action was carried out without Gavin's consent and contrary to the stewardship role that Satoshi had conferred upon him. It represented a significant shift in control away from the structure that Satoshi had set up for the project's management.

128. The removal of Gavin Andresen from his position of influence over the Bitcoin repository was done without legal or contractual authority and, therefore, may potentially fall under **computer misuse and unauthorised access laws in the UK**, such as those outlined in the **Computer Misuse Act 1990**. This legislation criminalises acts of unauthorised access to computer systems and data, including altering access controls or changing permissions without the rightful owner's authorisation. By removing Gavin from the repository and taking control of the repository's access, those involved could be seen as having acted without the authority that had originally been established when Satoshi appointed Gavin to manage the system.

129. This unilateral action to strip Gavin of his access marked a fundamental change in the governance of Bitcoin, centralising control under a self-selected group rather than maintaining the decentralised, open-source stewardship that Satoshi had envisioned. The consequences of these actions are particularly significant given that they affected the core direction of Bitcoin development and led to subsequent protocol

changes, including SegWit, which further deviated from Satoshi's original vision.

130. 84. Subsequently, various individuals, including the Defendants, have wrongfully utilised the Original System, as described in the following paragraphs, to "misappropriate" and create distinct electronic cryptocurrency systems. However, these systems do not function as digital cash, a key component of the Original System. Such systems include, but are not limited to, the following:

(1) *Bitcoin Core (**"BTC"**);*

(2) *Bitcoin Cash (**"BCH"**), which in or around November 2020, split into two different blockchains: Bitcoin Cash ABC (**"BCH ABC"**) and Bitcoin Cash Node (**"BCHN"**); and*

(3) *Bitcoin Gold (**"BTG"**).*

131. By "made wrongful use of" it is meant that without the need for Satoshi Nakamoto's consent, and based on the principle that Bitcoin's protocol is set in stone and protected by estoppel:

(1) The Original System has been wrongfully duplicated, transferred to different repositories controlled by third parties, and altered to create distinct cryptocurrency systems (the "Modified Systems"). These Modified Systems possess characteristics that deviate from those of the Original System, straying from the principles defined in the Bitcoin White Paper. Further particulars of the foregoing are provided in paragraphs 46 to 106.

(2) Individuals operating the nodes responsible for mining new blocks on the Original Bitcoin blockchain were encouraged by the Defendants to adopt the Modified Systems instead, leading to some nodes transitioning away from the Original System.

(3) The Bitcoin blockchain, initially established by Satoshi Nakamoto, was duplicated within the Modified Systems, such

that holders of "Bitcoins" at the moment of this duplication received an equivalent number of "coins" in the Modified Systems, while retaining their original coins issued under Bitcoin's Original System.

(4) The creation of new blocks by nodes continuing to operate within Bitcoin's Original System does not result in the issuance of "coins" within the Modified Systems.

(5) Conversely, the creation of new blocks within the Modified Systems is not rewarded by the issuance of Bitcoins from Satoshi Nakamoto's Original Bitcoin protocol.

(6) The promoters of the Modified Systems have wrongfully adopted names that include the term "Bitcoin" for the coins they issue as rewards/subsidy for mining new blocks under their altered protocols, leading to misrepresentation and confusion in the market.

(7) The principle of estoppel protects the Original System from such modifications, as it establishes that the protocol, as set by Satoshi Nakamoto, was intended to remain unchanged, with all participants bound to the original rules and design. By deviating from these rules and adopting the Modified Systems, the Defendants and their associates have misappropriated the identity and reputation of Bitcoin without adhering to the unalterable protocol that defines it.

Partnership Allegation in Relation to BTC Core Developers

132. The claimant contends that the **BTC Core developers** operate as a **partnership** under **English law**. This is not a mere characterisation but is based on a detailed analysis of the common law definition of partnership as outlined in the **Partnership Act 1890**. According to the Act, a partnership is defined as "the relation which subsists between persons carrying on a business in common with a view of profit." The BTC Core developers meet the criteria of a partnership, demonstrated

through their joint actions, structured coordination, shared financial interests, and the benefits they derive through their control of the BTC protocol. Below is a detailed analysis of how these characteristics fit within the definition of a partnership under English law, as well as a broader explanation of their actions, which supports the claimant's assertion that their behaviour constitutes a partnership.

1. Definition of Partnership under English Law

133. Under the **Partnership Act 1890**, a partnership arises when:

(1) Two or more persons carry on a business in common.

(2) They do so **with a view to profit**, regardless of whether they explicitly label their relationship as a partnership or have a formal partnership agreement in place.

134. **Carrying on a Business in Common**: The BTC Core developers collectively manage the **development, marketing, and representation** of the BTC protocol, influencing its evolution and market positioning. The centralised control of the **Bitcoin GitHub repository**, the management of **Bitcoin Improvement Proposals (BIPs)**, and the coordinated introduction of changes like **Segregated Witness (SegWit)** and **Taproot** demonstrate a collaborative enterprise. These actions clearly show that they are **carrying on a business in common**—that business being the development and promotion of BTC as a software and a digital asset.

135. **With a View to Profit**: The BTC Core developers receive income through what they claim to be "donations," which in reality are structured payments. These funds are directed through entities such as **Blockstream**, **Chaincode Labs**, and other related organisations. The payments enable the developers to focus on BTC development full-time, making it clear that their activities are not purely voluntary or hobbyist in nature. This is their **primary occupation**, and the payments received represent income, forming part of their livelihood. Mischaracterising these payments as donations serves to obscure the

profit-making nature of their activities and to evade tax liabilities, which further highlights the structured nature of their enterprise. It is, therefore, evident that the BTC Core developers are working **with a view to profit**.

2. Control and Hierarchical Structure

136. **Centralisation of Code Repository**: Following Satoshi Nakamoto's departure, control over the **Bitcoin GitHub repository** transitioned to a select group of core developers, initially led by **Gavin Andresen**. This group subsequently assumed control, excluding Gavin Andresen through internal actions that did not involve the wider Bitcoin community. This centralisation has since allowed them to dictate the direction of BTC's development, exercising control over the implementation of **BIPs** and changes to the protocol. These actions are consistent with those of a business managed by partners, wherein a small group assumes control over significant decisions.

137. **Structured Decision-Making**: The **BIP process** serves as a formal mechanism through which the developers collectively decide on changes to the BTC protocol. The process involves proposals, reviews, and consensus-building, resembling the decision-making procedures of a **partnership firm**. Access to the repository is limited to developers with **commit access**, who make decisions jointly on the integration of protocol changes. This structure is not dissimilar to a **board of partners** who have exclusive control over key decisions.

3. Mutual Economic Benefits and Commercial Interests

138. **Financial Alignment with Commercial Entities**: The developers have engaged in actions that directly benefit **Blockstream**, **Lightning Labs**, and other commercial partners. These entities have vested interests in the technologies developed and promoted by BTC Core, such as the **Lightning Network** and **Liquid Network**, which rely on protocol changes like **SegWit**. The introduction of SegWit enabled the use of off-chain solutions, facilitating the Lightning Network, which furthered the business interests of these affiliated entities. The

economic gains from these innovations and market positioning are mutually shared between the developers and these companies, consistent with the **profit-sharing** characteristic of a partnership.

4. Misrepresentation and Deception Regarding Income

139. The mischaracterisation of regular income as "donations" by the BTC Core developers is a deliberate misrepresentation. By labelling their payments as donations, the developers evade tax obligations and obscure the true nature of their income. These payments support their daily activities and professional work on BTC, making it clear that these funds constitute regular **remuneration** for their efforts rather than voluntary contributions. This deceptive practice undermines the transparency of their financial arrangements and highlights the coordinated nature of their actions, which are consistent with **business management** rather than independent volunteerism.

5. Public Representations and Strategic Control of Market Perception

140. **Misrepresentation of BTC as Bitcoin**: The BTC Core developers have consistently marketed BTC as the true and legitimate version of Bitcoin, despite the significant deviations from the original protocol. This marketing is supported through **public speaking engagements**, **media interviews**, and **industry events** where the developers present BTC as a continuation of Bitcoin's lineage. These representations mislead consumers and investors, creating the impression that BTC aligns with **Satoshi Nakamoto's original vision**, even though the changes implemented fundamentally alter the nature of the system.

141. **Marketing Coordination with Exchanges**: The developers have leveraged relationships with **cryptocurrency exchanges** to ensure that BTC is listed as "Bitcoin" while **BSV** and other alternatives are marginalised. This has led to a scenario where exchanges, under the influence of BTC Core, have adopted a narrative that excludes or minimises the legitimacy of BSV. This coordination between developers and exchanges indicates a **strategic partnership**, aimed at

maintaining BTC's market dominance and excluding competition. The collective benefit derived from maintaining BTC as the market leader fits within the framework of a partnership under English law.

6. Illegality and Breach of Law

142. **Unlawful Removal of Repository Access**: The exclusion of **Gavin Andresen** from his role as a steward of the Bitcoin code repository, after being appointed by Satoshi Nakamoto, involved unauthorised actions by other developers. This removal breached the **Computer Misuse Act 1990** in the UK, as it involved altering access controls to the repository without authorisation. Such conduct is consistent with unlawful interference in the management of a digital asset, further illustrating the coordinated nature of the developers' actions.

143. **Facilitation of Anonymity and Potential Money-Laundering**: The introduction of changes like **SegWit** and **Taproot** facilitated the development of systems such as the **Lightning Network**, which enable **off-chain transactions** and enhance **anonymity**. This shifts Bitcoin from a **traceable** digital cash system to one that enables **anonymity** and potentially facilitates **money-laundering**. By providing the software infrastructure that supports anonymous transactions, the BTC Core developers have contributed to a system that risks violating **Anti-Money Laundering (AML) laws** and regulations. This involvement in creating and supporting a structure that could be used for illicit activities demonstrates the risks posed by the partnership's actions.

Conclusion - Detailed Evidence Supporting the Existence of a Partnership

144. The evidence provided supports the assertion that the **BTC Core developers** function as a **partnership** under **English law**. Their structured control over the BTC protocol, joint decision-making, mutual economic interests, and coordinated public messaging demonstrate a collective enterprise that fits the definition of a partnership. Their actions have led to the **misrepresentation** of BTC as "Bitcoin" and have caused substantial harm to **BSV**. The claimant seeks redress for

the **damages** caused by this partnership's actions, including harm to **BSV's** market position and the deception of consumers and investors, in violation of English law and the conditions under which Bitcoin was made available to the public.

Particulars of Misrepresentation - Detailed Analysis of BTC Core Developers' Actions

145. The claimant asserts that the **BTC Core developers** have engaged in a **pattern of misrepresentation** that has caused confusion in the market, misleading the public, investors, and consumers about the nature of **BTC** and its relationship to **Bitcoin**, thereby causing direct harm to the claimant's reputation and financial interests. This misrepresentation arises from actions and communications by the BTC Core developers that falsely associate **BTC** with the original Bitcoin as conceived by **Satoshi Nakamoto** and represented by **Bitcoin Satoshi Vision (BSV)**. Below is a detailed breakdown of the basis for this claim of misrepresentation:

1. Misleading Public Communications and Representations

146. The BTC Core developers have consistently marketed and presented **BTC** as a continuation of **Bitcoin**, despite significant changes to the protocol that deviate from the **original version** as described in **Satoshi Nakamoto's White Paper**. Through various **public statements, conferences, and social media communications**, they have misled the public into believing that BTC remains faithful to the principles of the original Bitcoin protocol, including its design as a **peer-to-peer electronic cash system** for **small, casual transactions**.

147. These statements create a **false narrative** that suggests BTC is the authentic version of Bitcoin, when in fact it has implemented changes such as **Segregated Witness (SegWit)** and **Taproot** that alter the fundamental characteristics of the system. The **misrepresentation** has been propagated through high-profile appearances by BTC Core

developers at **conferences** and **industry summits**, where they leverage their status and visibility to present BTC as "Bitcoin." This messaging has confused consumers and the media, who have been led to associate BTC's altered protocol with the original **Bitcoin White Paper**, even though it no longer aligns with **Satoshi Nakamoto's** vision of Bitcoin as a **scalable digital cash system**.

2. Alteration of Protocol and Misrepresentation of Continuity

148. The introduction of **SegWit** by the BTC Core developers in 2017 marked a significant **deviation** from the original Bitcoin protocol. SegWit fundamentally altered how transactions are recorded on the blockchain, splitting transaction signatures from transaction data, and making it incompatible with the original data structures of Bitcoin. This change facilitated the development of the **Lightning Network**, which shifts transactions off-chain and introduces a level of **anonymity** that is incompatible with Bitcoin's design as a **traceable** system of digital cash. Despite this fundamental divergence, BTC Core has continued to present BTC as a continuation of the original Bitcoin.

149. The public has been misled into believing that BTC's introduction of SegWit and subsequent features like **Taproot** are mere updates or improvements, rather than alterations that constitute a new system. Taproot, introduced in 2021, further changes Bitcoin's privacy model and transaction functionalities, enhancing **anonymity** and deviating from the **traceable** nature of the original protocol. The **misrepresentation** lies in the failure of BTC Core developers to make clear that these changes mean BTC no longer conforms to the **original Bitcoin system**, leading to a **false association** between BTC's modified version and **BSV**, which remains aligned with **Satoshi Nakamoto's original protocol**.

3. Misrepresentation Through Control Over the Narrative

150. The BTC Core developers and their commercial partners have strategically controlled the **narrative** surrounding Bitcoin through

their influence over **major cryptocurrency exchanges**, **media outlets**, and **industry influencers**. This control has enabled them to ensure that **BTC** is consistently listed under the **ticker symbol "Bitcoin"** on most exchanges, despite the significant differences between BTC's current protocol and the original version of Bitcoin. As a result, **BSV**, which adheres to the original Bitcoin protocol, is often sidelined or mischaracterised as a lesser version.

151. This manipulation of the narrative is deliberate and part of a broader effort to **misrepresent** BTC's status as Bitcoin, which has led to **consumer confusion** and **market distortion**. By controlling how exchanges list these digital assets and by influencing the perception of Bitcoin within the **cryptocurrency community**, the BTC Core developers have reinforced a **false equivalence** between BTC and the original Bitcoin, thereby depriving the public of a clear understanding of the differences between these protocols. This has caused **significant harm** to the reputation of **BSV**, as the public is unable to make informed decisions based on accurate representations of each system's features.

4. Economic Impact of Misrepresentation

152. The **economic harm** caused by the BTC Core developers' misrepresentation is substantial. The **inflated market valuation** of BTC is built upon the belief that it is a continuation of Bitcoin, leading to a **disparity** between the market valuations of BTC and **BSV**. By promoting BTC as Bitcoin, the developers have **artificially boosted** BTC's value, creating a false perception of **market dominance**. This misrepresentation has diverted investment away from **BSV**, causing a significant **devaluation** of BSV's market position and **financial losses** to the claimant.

153. Furthermore, the **narrative** propagated by the BTC Core developers has directly influenced **investor behaviour**, resulting in a misallocation of resources that would otherwise have flowed to **BSV**. This creates a **market distortion**, as BTC attracts investment under

the guise of being the original Bitcoin when it is, in reality, a **modified and divergent** version. The **inflated valuation** of BTC has not only damaged BSV's market standing but has also **misled investors**, who were led to believe they were purchasing an asset aligned with the original Bitcoin vision, when in fact they were investing in a system that has diverged fundamentally.

5. Fraudulent Misrepresentation and Dishonest Conduct

154. The misrepresentation by the BTC Core developers may further constitute **fraudulent misrepresentation** under **English law**, as it involves **knowingly false statements** made with the intention to deceive. The developers, fully aware of the substantial changes introduced into BTC, have continued to market it as the authentic version of Bitcoin. This behaviour fits within the definition of **fraudulent misrepresentation**, as it involves a **deliberate intention** to mislead the public and **profit** from the resulting confusion.

155. By presenting BTC as aligned with **Satoshi Nakamoto's** original vision and concealing the material differences, the BTC Core developers have engaged in conduct that is intended to secure **financial gains** for themselves and their partners. This includes the **income** derived from their activities, which they have mischaracterised as "donations" to **evade taxation**, further highlighting the **dishonest nature** of their conduct. The resulting **damage to BSV's reputation** and **market position** is a direct consequence of this **fraudulent misrepresentation**, which has distorted the market and **harmed** consumers, investors, and the wider public who have been **misled** by these actions.

6. Breach of Consumer Protection Laws

156. The **misrepresentation** by BTC Core may also constitute a breach of **consumer protection laws** in the UK, such as the **Consumer Protection from Unfair Trading Regulations 2008 (CPRs)**. Under

these regulations, misleading actions that cause or are likely to cause consumers to take transactional decisions they would not otherwise have taken are prohibited. The **presentation of BTC as Bitcoin** and the **downplaying** of the material changes introduced through SegWit, Taproot, and other modifications has led consumers and investors to make decisions based on **false information**. The **failure** to accurately disclose the nature of these changes and their impact on the **identity of Bitcoin** constitutes a **misleading practice** that is actionable under these regulations.

157. By failing to inform the public that BTC's changes mean it no longer conforms to **Satoshi Nakamoto's vision**, the BTC Core developers have **misled** consumers about the nature and characteristics of the product they are purchasing. This has resulted in **economic harm** to consumers, who have been deprived of the opportunity to make **informed investment decisions**. Such practices may be subject to enforcement action under UK consumer protection laws, adding a further layer of **liability** to the actions of BTC Core.

Conclusion - Comprehensive Case of Misrepresentation

158. The **misrepresentation** by the BTC Core developers extends beyond mere public statements; it is a **systematic effort** to alter the perception of BTC in the market, to the **detriment** of **BSV** and those who have invested in the original Bitcoin protocol. Through **fraudulent misrepresentation**, **misleading marketing practices**, and the manipulation of **public perception**, the BTC Core developers have caused **substantial economic harm** to **BSV**. This harm has been further compounded by the actions taken to **centralise control** of the narrative, mislead **exchanges**, and **divert investment** away from **BSV**. The claimant, having suffered **financial and reputational damage** as a direct result of these actions, seeks **redress** for the harm caused by this **unlawful conduct** under **English law**.

Particulars of Damage - Financial Loss and Harm to Reputation

159. The claimant, **Dr. Craig Wright**, asserts that the **misrepresentation** by the **BTC Core developers** has caused significant **financial loss** and **damage** to the reputation of **Bitcoin Satoshi Vision (BSV)** as the original and rightful continuation of **Bitcoin**. This harm has manifested in both direct **economic losses** and broader **damage to the market perception** of BSV, impacting its **brand equity** and **commercial viability**. The following points outline the extent of the damage caused by the BTC Core developers' **misleading conduct**:

1. Financial Loss Due to Market Devaluation

160. The actions of the **BTC Core developers**, specifically their **misrepresentation** of BTC as the original Bitcoin, have resulted in a significant **devaluation of BSV** in the marketplace. The **false association** of BTC with the original Bitcoin has led to **market confusion**, causing investors and consumers to divert their interest, confidence, and investments away from BSV. As a result, **BSV's market valuation** has suffered a **substantial decline**, while BTC has attracted an **inflated valuation** based on a **misleading premise**.

161. The **difference in market valuation** between **BSV**, which trades around **£50 per unit**, and **BTC**, which trades in the range of **£48,000 per unit**, illustrates the **disparity** that arises from this misrepresentation. This difference is not a reflection of the intrinsic **technological superiority** or **market adoption** of BTC, but rather the result of **misleading information** perpetuated by the BTC Core developers, who have mischaracterised BTC's relationship to **Satoshi Nakamoto's** original protocol.

162. This **artificially-induced market preference** for BTC has caused **direct economic loss** to the claimant, as **BSV** has been unfairly **undervalued** and **displaced** from its rightful position in the **digital asset market**. The damages sought reflect the **financial impact** of this misrepresentation, estimated at **£911 billion**, as outlined in the

claim form. This figure accounts for the potential value of **BSV** if it had been accurately recognised as the original Bitcoin.

2. Reputational Harm and Loss of Goodwill

163. Beyond **financial loss**, the **reputation** of **BSV** as the true **Bitcoin** has been **severely damaged** by the **misleading actions** of the **BTC Core developers**. Their **misrepresentation** has led to widespread **market confusion**, resulting in **diminished brand equity** for BSV. The deliberate **mischaracterisation** of BTC as the legitimate successor to **Satoshi Nakamoto's vision** has tarnished the public perception of **BSV**, causing consumers to doubt its **authenticity** and **credibility**.

164. This loss of **goodwill** is evident in the **exclusion** of **BSV** from key **exchanges**, its **marginalisation** within **public discourse**, and the **narrative dominance** of BTC as "Bitcoin." The **coordinated efforts** of the BTC Core developers to promote BTC as the rightful Bitcoin have led to **negative publicity** and **reputational damage** for BSV, further compounding the **financial harm** suffered by the claimant.

165. This **misrepresentation** has caused **irreparable damage** to **BSV's market standing** and has **eroded** the trust that consumers, investors, and businesses place in it. As a result, the **potential market opportunities** for **BSV** have been **diminished**, and its ability to **attract new investment** and **partnerships** has been **significantly impaired**. This **diminished perception** directly correlates with the **misleading actions** of the BTC Core developers and their **strategic misrepresentation** of BTC as the continuation of **Bitcoin**.

3. Impact on Commercial Relationships and Business Opportunities

166. The misrepresentation has further **impeded** the ability of **BSV** to secure **commercial relationships** and **partnerships** that would have naturally flowed to the **original Bitcoin protocol**. **Exchanges**, **payment processors**, and **blockchain-based businesses** have been misled into prioritising **BTC** due to the false belief that it represents the true Bitcoin. This has **restricted BSV's market reach** and

hampered its adoption, undermining the **commercial potential** of **business ventures** that are built on BSV's platform.

167. The **confusion** created by the **BTC Core developers** has also affected **merchants** and **service providers** who seek to integrate **Bitcoin** for **payments** and **transactions**, as many of these entities have adopted **BTC** under the mistaken belief that it retains the original features outlined in **Satoshi Nakamoto's White Paper**. This **misdirected integration** has deprived **BSV** of its **rightful place** as the **original Bitcoin**, resulting in **lost revenue** and **business opportunities** for the claimant and the **BSV ecosystem**.

4. Damage to Intellectual Property Rights and Brand Identity

168. The **misrepresentation** of BTC as Bitcoin also constitutes an **infringement** on the **intellectual property rights** and **brand identity** associated with **Bitcoin** as originally created by **Satoshi Nakamoto**. By falsely claiming that **BTC** is the original Bitcoin, the **BTC Core developers** have effectively **appropriated** the **intellectual legacy** of **Satoshi Nakamoto**, causing **brand dilution** and **confusion** among those who seek to understand the **true nature** of **Bitcoin**.

169. This **appropriation** has not only caused **economic harm** but has also **undermined** the integrity and **brand strength** of **BSV**, which remains aligned with **Satoshi's vision**. The **unauthorised use** of the name "Bitcoin" for a system that has deviated significantly from **Satoshi's original protocol** constitutes **passing off**, as the **BTC Core developers** have misled the public into associating their product with a **brand identity** that rightfully belongs to **BSV**. This has damaged **BSV's reputation** in the market and **diluted** its claim to the **original Bitcoin brand**, resulting in **ongoing harm** to the claimant's **intellectual property interests**.

Conclusion - Substantial Damage Caused by BTC Core's Misrepresentation

170. In summary, the **misrepresentation** by the **BTC Core developers** has caused extensive **financial loss** and **reputational damage** to **BSV**. The false presentation of **BTC** as Bitcoin has **distorted the market**, led to **misallocation of investment**, and **eroded BSV's market standing**. This conduct has harmed the **goodwill** and **intellectual property rights** associated with the **original Bitcoin**, resulting in **significant economic and reputational damage** to the claimant. The claimant seeks **redress** for these harms, including **compensation** for the **devaluation** of **BSV** and **restoration** of its **rightful place** as the **original Bitcoin**.

Particulars of Goodwill - The Reputation and Value Associated with Bitcoin Satoshi Vision (BSV)

171. The claimant, **Dr. Craig Wright**, asserts that he has built and maintained a substantial body of **goodwill** around **Bitcoin Satoshi Vision (BSV)** as the **original Bitcoin**, adhering closely to the protocol and vision set out by **Satoshi Nakamoto** in the **Bitcoin White Paper**. This goodwill is rooted in **BSV's adherence** to the principles of a **peer-to-peer electronic cash system** designed for **small, casual transactions**, offering a stable and scalable solution for **digital payments**. The integrity of this system has created a trusted platform that businesses, developers, and consumers can rely upon, leading to substantial investments in **BSV-based technologies** and **commercial ventures**.

1. Goodwill Established through the Original Vision

172. **BSV's reputation** is inextricably linked to its position as the **true continuation of Satoshi Nakamoto's original Bitcoin**. The **Bitcoin White Paper** outlined a vision for **peer-to-peer digital cash**, prioritising **scalability**, **efficiency**, and **stability**. Unlike BTC, which has introduced substantial **protocol changes** that deviate from this original blueprint, **BSV** has remained faithful to the **original**

protocol. This commitment has established **BSV** as a **reliable platform** for **businesses and individuals** who seek to utilise Bitcoin as it was originally intended—an **efficient, low-cost transaction system** for day-to-day digital commerce.

173. The claimant has actively promoted this vision, building a reputation around **BSV** as a **legitimate representation of Bitcoin**. This has created **substantial goodwill** in markets that value **BSV's adherence** to the original **Bitcoin protocol**. The **loyalty** of these markets and **participants** contributes significantly to the value of **BSV**, reflecting a trust in its consistency, reliability, and alignment with **Satoshi Nakamoto's original design**.

2. Commercial Success and Investment in BSV

174. The claimant's **efforts** to uphold **Bitcoin's original design** have attracted **significant investment** in the **BSV ecosystem**. Various **businesses, developers, and technology companies** have adopted **BSV** for their applications, products, and services, recognising its **scalability** and **efficiency**. The **goodwill** associated with **BSV** is evidenced by the development of numerous **commercial ventures** built on its platform, ranging from **blockchain-based solutions** for **supply chain management** to **digital payment systems**.

175. This **ecosystem** represents a substantial part of the **BSV brand's value**, reflecting the trust that **businesses** place in **BSV's long-term viability** as a stable platform. These commercial partnerships further reinforce **BSV's status** as the **original Bitcoin**, with a reputation for providing the **robust infrastructure** necessary for **scalable applications**. The **goodwill** built around this ecosystem is a direct result of the **claimant's commitment** to maintaining the **authentic vision** of **Bitcoin** as set out in the **White Paper**.

3. Impact of Market Position and Brand Equity

176. The **brand value** of **BSV** is built upon its identity as a **continuation of the original Bitcoin protocol**. This identity has attracted

consumers and **investors** who value **transparency**, **traceability**, and **stability** in a **digital currency**. **BSV's reputation** as a system that is true to the **Bitcoin White Paper** has established **market goodwill**, creating a **competitive advantage** over those systems, such as **BTC**, which have diverged from **Satoshi's vision**.

177. The **goodwill** associated with **BSV** also extends to its **community of supporters**, including **developers**, **investors**, and **business partners**, who see **BSV** as embodying the **original principles** of **Bitcoin**. This **community loyalty** contributes to the **intangible value** of the **BSV brand**, which is directly linked to the **trust** that **Satoshi Nakamoto's** design remains intact in **BSV**.

Conclusion - Goodwill as a Valuable Asset Undermined by Misrepresentation

178. The **goodwill** established by **Dr. Wright** and **BSV** is a significant **commercial asset**, built upon the **authenticity** of **BSV** as the **true Bitcoin**. This **goodwill** has been directly harmed by the **misrepresentation** by **BTC Core developers**, whose actions have **confused consumers** and **devalued** the brand equity of **BSV** by falsely presenting **BTC** as the **original Bitcoin**. The claimant seeks **compensation** for the **damage** to this **goodwill** and for the **economic loss** suffered as a result of the **misleading actions** that have undermined **BSV's market position** and **reputation**.

Copyright and Database Rights of the Original Bitcoin Protocol

179. Satoshi Nakamoto, the pseudonymous creator of Bitcoin, vested the **copyright** and **database access rights** in the **original version** of Bitcoin, as outlined in the **Bitcoin White Paper** and the initial implementation of the **Bitcoin software**. This version defined the protocol's fundamental principles, including its **transaction validation rules**, **block structure**, and the **proof-of-work mechanism**. It was designed as a **peer-to-peer electronic cash system** that allowed users to **transact directly** without needing to rely on third-party intermediaries.

180. The rights to this **original version** were inherently tied to the **protocol as it existed at the time** of its creation, ensuring that any software or database access rights would be used **in alignment with the original intent** and **design** as set forth by **Satoshi Nakamoto**. This included the right to use the **blockchain ledger** and to participate in the **Bitcoin network** according to the **unchanged protocol rules**.

181. When Satoshi stepped away from active development, he left behind a system governed by a specific set of rules—a system where the **database rights** and the **software usage rights** were intrinsically linked to the **unaltered version** of the protocol. This **inheritance** did not grant authority to **BTC Core developers** or any other parties to **alter the fundamental protocol rules**. Instead, any **derivative systems** that made changes to the original Bitcoin protocol, such as **introducing SegWit** or altering transaction processing methods, would no longer fall within the scope of the **copyright** and **database rights** originally provided by Satoshi.

182. Furthermore, the introduction of **changes** by entities like **BTC Core**—including **protocol modifications** and the creation of new features—constitutes a **deviation** from the **original design**. These actions have led to the creation of **different systems** that diverge from the principles of **Satoshi's Bitcoin**. As such, these entities cannot claim the **database rights** or the **brand identity** associated with the **original Bitcoin**. The rights to the **Bitcoin ledger** and the **database of transactions** remain with those who adhere to the **original protocol**—a protocol that is immutable and set forth by **Satoshi** without authorisation for subsequent fundamental alterations.

183. Moreover, the **BTC Core developers'** actions to remove **Gavin Andresen**, Satoshi's designated **steward**, from the **repository control**, and to restrict access to the original database through their modifications, further underscore the **illegitimate control** over **Bitcoin's development**. These actions, particularly the **unauthorised changes** to the software and exclusionary practices, not only breach the **original terms** of the protocol but may also constitute

violations of computer misuse legislation in the United Kingdom. Their alterations were made without the express **consent** or **authority** granted by Satoshi, effectively denying users access to the **original system** while falsely representing a changed protocol as "Bitcoin."

184. The **claimant** contends that only those adhering to the **original protocol** maintain a legitimate claim to the **database rights** and the **reputation** associated with **Bitcoin**. The modifications made by **BTC Core** represent a **departure** from **Satoshi's original vision**, and as such, any claim by BTC to the **name** or **database rights** of the original **Bitcoin** is misleading and **unfounded**.

Dr Wright's claim

185. The wrongful use of the Original System in the manner set out above gives rise the causes of action set out in the following paragraphs for which Dr Wright is entitled to claim relief.

Passing off

186. Dr Wright is the owner of goodwill which exists in the name "Bitcoin". It designates the electronic cash system defined in the White Paper and operated by means of the software which *Satoshi Nakamoto* personally controlled up to and including April 2011 when *Satoshi Nakamoto* delegated control of the software repository to Mr Andresen, and which is referred to herein as the Original System.

187. Dr Wright holds substantial goodwill in the name "Bitcoin," which has accrued through the development, promotion, and investment in the original Bitcoin electronic cash system, as defined in the White Paper by Satoshi Nakamoto. This goodwill is closely tied to Bitcoin's identity as a peer-to-peer electronic cash system designed to facilitate small, casual transactions over the internet in a scalable manner. The goodwill in the name "Bitcoin" represents the reputation, trust, and recognition built around the original digital cash system that operates strictly in accordance with the unchanged principles and protocol rules established by Satoshi Nakamoto.

188. Dr Wright's role as an investor and a stakeholder in the Bitcoin system is integral to this claim. His substantial financial investment in businesses, technologies, and applications developed in alignment with the original Bitcoin protocol has further solidified the goodwill in the Bitcoin name. This goodwill is derived from a recognition that the original Bitcoin—which Dr Wright has invested in and promoted—adheres to the authentic protocol and transaction system that Satoshi Nakamoto initiated, remaining faithful to its original purpose. The value and trust in this system have been directly tied to the public's association of Bitcoin with the original decentralised system of digital cash, as described in the White Paper.

189. Satoshi Nakamoto, as the creator and author of the White Paper, personally controlled the software repository and development of Bitcoin until April 2011. At that time, control of the repository was delegated to Mr. Gavin Andresen, following Satoshi's departure. This transfer of control was intended to maintain the integrity and principles of the original system, which is now referred to as the Original System. It is this Original System—unmodified in its core functionality and continuing to reflect Satoshi's vision—that has accumulated goodwill through continued investment, promotion, and development by Dr Wright.

190. The misrepresentation by the BTC Core developers, who have altered the protocol through changes like SegWit and Taproot, has led to a fundamental departure from the original system. Despite this, they continue to promote their version as "Bitcoin," causing confusion and misleading the public into believing that BTC is synonymous with Bitcoin as originally defined by Satoshi Nakamoto. This false representation undermines the goodwill associated with Dr Wright's investments and the Original System, damaging the reputation of Bitcoin Satoshi Vision (BSV), which remains faithful to the unchanged Bitcoin protocol.

191. Dr Wright's claim is rooted in the principles of passing off under English law, where he seeks protection for the goodwill that exists in the name

"Bitcoin" and its association with the Original System. The unauthorised appropriation of the Bitcoin name by those promoting BTC as the legitimate continuation of Bitcoin constitutes misrepresentation, leading to loss of business, reputational damage, and market confusion. Dr Wright asserts that this passing off has led to significant financial harm to his investments and has undermined the market value of BSV as the authentic representation of the original Bitcoin system.

192. Through this claim, Dr Wright seeks to protect the integrity of the goodwill and market position that has been established through adherence to Satoshi Nakamoto's original vision, and to prevent further misrepresentation that continues to damage the reputation and commercial interests associated with the true Bitcoin protocol.

193. The name "Bitcoin" designates the Original System and has certain features specified and implemented by him for that system, including, in particular, those specified in paragraphs above. As more particularly set out, the Modified Systems (e.g. BTC) have deviated from the Original System by omitting some or all of such features.

194. By y using the name "Bitcoin" for their Modified Systems, each of the defendants has falsely passed off their electronic systems as and for electronic cash systems:

(1) Purportedly authorised or approved of by Satoshi Nakamoto, and

(2) embodying the qualities and characteristics as defined in the White Paper, including its description as a peer-to-peer electronic cash system intended for small, casual transactions, and

(3) By doing so, the defendants have created confusion among consumers, leading them to believe that the systems developed by the defendants are a continuation of the original Bitcoin as

envisioned and defined by Satoshi Nakamoto, despite the significant deviations in protocol and functionality, and

(4) having the characteristics defined in the White Paper.

Subsistence of copyright and database right

195. The contents of the Genesis Block constitute an original literary work, created by Satoshi Nakamoto, and were the result of the exercise of substantial intellectual creativity on his part.

196. Furthermore, the structure and format of the Bitcoin blockchain and each of the individual blocks in the blockchain also constitute original literary works, created by Satoshi Nakamoto, and were also the result of the exercise of substantial intellectual creativity on his part.

197. Copyright subsists in all signatory countries to the Berne and Universal Copyright Conventions in (1) the Genesis Block (2) the structure and format of each individual block in the blockchain after the Genesis Block and (3) the structure and format- of the Bitcoin blockchain as a whole. Such copyright is owned by Satoshi Nakamoto.

198. Furthermore each of the following is a database within the meaning of Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases (the "**Database Directive**", namely (1) the Genesis Block (2) each individual block in the blockchain and (3) the Bitcoin blockchain as a whole.

199. Satoshi Nakamoto is the maker of each of the databases within the meaning of Article 7 of the Database Directive having regard to the facts that he created the Genesis Block, he wrote the original software (on which all subsequent versions of the software controlling Bitcoin is based) and as a result he made a substantial investment in the obtaining and verification of the contents of the databases.

200. Satoshi Nakamoto, in his role as the creator of the Genesis Block and the original Bitcoin software, intended the database he created to be used exclusively in conjunction with the original Bitcoin protocol,

without modifications to the foundational rules set forth at the time of its creation. His actions—developing the original blockchain, defining its rules, and initiating the network—established a framework where the Bitcoin database could only be properly utilised as part of the unaltered protocol. By design, any use of the database outside the context of Bitcoin's original system would deviate from the vision and stipulations Satoshi put in place. Therefore, the database rights tied to the Bitcoin blockchain were intended solely for those maintaining the system in its original, unchanged form. The creation of the BTC protocol, which fundamentally diverged from this design through alterations like SegWit, represents a misapplication of the original database that Satoshi left for the continued use of Bitcoin in its authentic, unaltered state.

201. Satoshi Nakamoto, in his role as the creator of the Genesis Block and the original Bitcoin software, intended the database he created to be used exclusively in conjunction with the original Bitcoin protocol, without modifications to the foundational rules set forth at the time of its creation. His actions—developing the original blockchain, defining its rules, and initiating the network—established a framework where the Bitcoin database could only be properly utilised as part of the unaltered protocol. By design, any use of the database outside the context of Bitcoin's original system would deviate from the vision and stipulations Satoshi put in place. Therefore, the database rights tied to the Bitcoin blockchain were intended solely for those maintaining the system in its original, unchanged form. The creation of the BTC protocol, which fundamentally diverged from this design through alterations like SegWit, represents a misapplication of the original database that Satoshi left for the continued use of Bitcoin in its authentic, unaltered state.

202. Dr Wright is therefore entitled to the rights provided in the Database Directive to the maker of a database in all the territories of the EU including, even after Brexit has taken effect, the UK.

203. The copyrights and database rights referred to above are for convenience hereafter compendiously referred to as "the Intellectual Property".

Infringement of copyright and database right

204. Dr Wright has made significant investments in developing and extending **systems built on Bitcoin**, creating additional technological infrastructure that aligns with the **original Bitcoin protocol**. His developments build upon the initial framework laid out by **Satoshi Nakamoto**, enhancing the system without altering its fundamental principles as described in the **Bitcoin White Paper**. These extensions and systems operate under the original **protocol rules** that define Bitcoin as a **peer-to-peer electronic cash system**, remaining true to the **stable and unaltered design** that Satoshi established.

205. However, Satoshi Nakamoto did not grant any licences or permissions to entities that sought to alter the original protocol or create **Modified Systems** that deviate from **Bitcoin's foundational principles**. The **BTC Core developers**, through their implementation of changes such as **SegWit** and **Taproot**, have diverged from the **authentic protocol**, creating a version of Bitcoin that no longer adheres to **Satoshi's original vision**. These modifications breach the terms under which **Satoshi Nakamoto** provided access to the **Bitcoin protocol** and violate the expectations of a **stable, unchanging system** that forms the basis for Dr Wright's investments and developments.

206. The Defendants have engaged in actions that involve the **unauthorised reproduction and use** of the **Bitcoin-related databases** and **literary works** developed by **Satoshi Nakamoto** and extended through the efforts of **Dr Wright**. These actions include incorporating the **intellectual framework** of the **original Bitcoin protocol** into their modified systems without adhering to the terms under which access to this framework was provided. Their activities involve the reproduction of **elements of the original code** and databases for use in promoting and maintaining their own **altered**

systems, such as BTC. This constitutes a breach of the **terms of access** and the **intellectual property rights** that were inherently tied to the **original Bitcoin system**.

207. Specifically, the actions of the defendants include:

(1) **Breaching the Terminology and Licensing Framework**: Both **Satoshi Nakamoto** and **Dr Wright** have established that the **original database** and the **related intellectual property** were intended to support the Bitcoin network as originally designed, without substantial changes to its protocol. The defendants have disregarded these terms by promoting a **divergent version** of Bitcoin that uses the name, reputation, and **database framework** of the original, while altering key components.

(2) **Violation of Database Rights**: The defendants' use of the **original database structures** to support their own **modified versions** of Bitcoin represents a **violation** of the terms under which access to the database was made available. They have utilised **copies of the blockchain**, originally created for the **unaltered protocol**, to support their systems, despite diverging from the rules that governed the **creation and maintenance** of that database. This **unauthorised use** undermines the integrity of the **database rights** tied to the original system, which Dr Wright has built upon and invested in.

(3) **Infringement of Copyright**: The defendants have also breached the **copyright associated with Satoshi Nakamoto's original works**, which includes the **Bitcoin White Paper** and the initial software release. The **use** of these works in their **modified systems** has been conducted without proper authorisation and outside the scope of any implied licences that would have covered the use of the original protocol. By promoting their **altered versions** of Bitcoin while still leveraging the **name and principles** associated with the

original, the defendants are effectively misappropriating the **literary and database rights** that remain connected to the **authentic Bitcoin protocol**.

208. By using the original name "Bitcoin" and incorporating **elements** of the **original database and software** into their **Modified Systems**, the defendants have violated both the **terms of access** and the **intellectual property protections** associated with the original **Bitcoin system**. Their actions are not only a misrepresentation but a **breach of the foundational conditions** under which access to **Bitcoin's database** was initially provided by **Satoshi Nakamoto**. The alterations made to the protocol undermine the **stability** of the original system, creating a fundamentally different product that **misleads** users and **exploits the reputation** of **Bitcoin** as originally conceived.

209. The defendants' activities, including the **promotion** and use of the **Bitcoin name** for their **Modified Systems**, constitute a clear **infringement of the rights** held by **Dr Wright** and those who have invested in **maintaining the original protocol**. The unauthorised use of the **Bitcoin brand**, its **software elements**, and its **database structures** for the purposes of promoting a system that **diverges from Satoshi's principles** is both a **violation of copyright law** and a **breach of the expectations** that were set when **Bitcoin** was made publicly available as an **unchangeable system**.

210. Using the **intellectual property** and **database rights** without a licence or authorisation, while presenting these altered systems as "Bitcoin," constitutes a **direct infringement** of the copyright and database protections that **Satoshi Nakamoto** and **Dr Wright** established. The **BTC Core developers'** actions in promoting a **divergent protocol** as if it remains aligned with **Bitcoin's original vision** have caused **substantial harm** to the **reputation** and **economic interests** tied to the authentic **Bitcoin system**, as preserved by those following the original rules. This **unauthorised use** has also led to **confusion in the market**, diluting the value and

goodwill of the **true Bitcoin**, to the **detriment of BSV** and **Dr Wright's investments**.

211. Satoshi Nakamoto did not, however, grant licences in respect of other systems and in particular he did not license the reproduction and use of the Intellectual Property for the purposes of the Modified Systems.

The defendants

212. This section provides a detailed account of each defendant involved in the misrepresentation and unauthorised use of the **Bitcoin name**, focusing on their role in operating **Modified Systems** that diverge from the original protocol as defined by **Satoshi Nakamoto**. The following defendants include **BTC Core developers**, **Square, Inc. (now Block, Inc.)**, **COPA** (Cryptocurrency Open Patent Alliance), **members of COPA**, and various **associated entities**, including **exchanges** that have engaged in collusion to misrepresent **BTC** as the original **Bitcoin**. Although the **partnership** is **global**, it has substantial operations in **England and Wales**, making the **jurisdiction** relevant for this claim.

BTC Core Developers

213. The **BTC Core developers** are a small, centralised group of individuals who have assumed control over the **BTC software repository** on **GitHub**. These developers have been instrumental in introducing significant changes to the **Bitcoin protocol**, including **Segregated Witness (SegWit)** and **Taproot**, thereby creating a **Modified System** that diverges from the original Bitcoin protocol established by **Satoshi Nakamoto**. The BTC Core developers exercise **substantial influence** over the direction of BTC through their control of **Bitcoin Improvement Proposals (BIPs)** and their ability to decide which changes are merged into the software.

214. The BTC Core developers have a **global presence**, but many have direct ties to **entities and activities** based in **England and Wales**. Their participation in **conferences, workshops**, and **industry events** held in London and other UK locations underscores their

involvement in the region. Additionally, some BTC Core developers have received **funding** from entities with significant **UK operations**, further establishing their presence and activities within this jurisdiction.

Square, Inc. (now Block, Inc.)

215. **Square, Inc.**, rebranded as **Block, Inc.**, is a publicly traded company that has played a significant role in **promoting BTC** as the legitimate version of Bitcoin. Through its **subsidiaries**, including **Cash App**, **Square** has facilitated the **purchase, sale, and holding of BTC** for UK-based customers, promoting **BTC** as **Bitcoin** without clarifying the significant differences between BTC and the original **Bitcoin system**. By integrating BTC into its **payment solutions** and offering BTC as a **trading asset** within the **Cash App** platform, Square has contributed to the **misrepresentation** that BTC is consistent with **Bitcoin's original vision**.

216. Block, Inc. is an active **participant in COPA**, an organisation that seeks to **pool cryptocurrency patents** and intellectual property rights. Through COPA, Square has aligned itself with the **BTC Core narrative** and has actively worked to promote BTC's dominance in the market. **Square's operations in the UK**, including through its **payment services** and **financial technology solutions**, demonstrate its active role in the **dissemination and promotion** of BTC to consumers and businesses in **England and Wales**.

Cryptocurrency Open Patent Alliance (COPA)

217. **COPA** (Cryptocurrency Open Patent Alliance) is an **organisation** formed with the purpose of **sharing and pooling cryptocurrency patents** among its members. COPA has positioned itself as a collective voice for **cryptocurrency interests**, advocating for **open innovation** while supporting the **BTC Core developers** and their narrative that BTC is **Bitcoin**. COPA's membership includes major **technology companies**, **cryptocurrency exchanges**, and **financial**

institutions that have a vested interest in maintaining the market dominance of **BTC**.

218. COPA's activities include **filing lawsuits**, making **public statements**, and engaging in **lobbying efforts** that present BTC as the rightful successor of Bitcoin, despite the protocol deviations introduced by BTC Core developers. **COPA's influence** extends into **England and Wales** through its **members** and their active **business operations** in the UK market. COPA's collaborative actions with its members and the BTC Core developers contribute to the **misrepresentation of BTC** as **Bitcoin**, misleading consumers and businesses in the **UK** about the true nature of the **Bitcoin protocol**.

Members of COPA

219. **COPA** consists of a network of **members**, including **prominent technology companies**, **cryptocurrency exchanges**, and **financial service providers**. Each member has an **economic interest** in ensuring that **BTC** is widely accepted as **Bitcoin**, as this supports their business models and market positioning. These members include companies such as **Coinbase**, **Kraken**, **Gemini**, and **various other exchanges** that have significant **operations in the UK**.

220. These exchanges, through **listing BTC as "Bitcoin"**, have reinforced the **misleading narrative** that **BTC** is synonymous with **Bitcoin**. They have engaged in coordinated efforts to **exclude BSV** from major **listings** and **market access**, thereby **disadvantaging BSV** and **misleading UK investors** about the true nature of **Bitcoin**. The **misrepresentation** perpetuated by these **COPA members** has caused **confusion** in the UK market, where **investors and consumers** have been led to believe that **BTC** remains faithful to the **original protocol**.

Other Associated Entities: Exchanges and Technology Providers

221. Several **cryptocurrency exchanges** and **financial technology companies** have also played a role in **misrepresenting BTC** as

Bitcoin while benefiting from the **narrative** established by the BTC Core developers and COPA. These exchanges include **Binance**, **Bitstamp**, **eToro**, and others, which operate **globally** but maintain **significant user bases** in **England and Wales**. They have listed **BTC** as **Bitcoin**, promoted it as the original cryptocurrency, and implemented **advertising campaigns** that falsely equate **BTC** with **Bitcoin's original principles**.

222. These exchanges and their affiliated technology providers are **complicit** in the **misrepresentation** by offering **BTC products** and **derivatives** to **UK-based investors**, presenting **BTC** as if it retains the characteristics outlined in the **Bitcoin White Paper**. Their activities include providing **trading platforms**, **custody services**, and **payment solutions** that specifically market **BTC** as **Bitcoin**. This has resulted in **consumer confusion** and **financial harm** to those who invested in BTC under the belief that it represented the **original Bitcoin network**.

The Global Partnership and Operations in England and Wales

223. While the **partnership** between the **BTC Core developers**, **Square/Block**, **COPA**, and the associated **exchanges** operates on a **global scale**, they maintain **direct operations** and **significant influence** in **England and Wales**. The **presence of exchanges** that facilitate **BTC transactions**, the **participation in UK-based events**, and the **availability of BTC trading services** to **UK consumers** illustrate their **active role** in promoting and misrepresenting **BTC** within this jurisdiction. The **coordinated efforts** to present **BTC** as the legitimate **Bitcoin** are not limited to their global activities but have a **tangible impact** on the **UK market**, affecting **consumer perceptions** and **investment decisions** in **England and Wales**.

224. These activities amount to a **concerted effort** to misrepresent **BTC** as the original **Bitcoin**, causing **significant harm** to **BSV** and **Dr Wright's investments**. The actions of the **BTC Core developers**, **Square/Block**, **COPA**, its members, and the **exchanges** constitute

misleading practices that violate **UK laws** related to **passing off**, **misrepresentation**, and **intellectual property rights**. The claimant asserts that their **activities in England and Wales** contribute directly to the **misrepresentation** and **economic harm** suffered by **BSV**.

225. Under **English law**, the **Partnership Act 1890** governs general partnerships, and it states that all partners are generally considered **jointly and severally liable** for the actions of the partnership. This means that each partner can be held responsible for the partnership's liabilities, and acts done by one partner within the scope of the partnership are legally binding on all partners.

226. **Service of Legal Documents**: When it comes to **serving legal proceedings** on a partnership, service on **any one partner** is often sufficient to be considered as service on the entire partnership. According to the **Civil Procedure Rules (CPR)**, particularly **CPR 6.5** and **CPR 6.9**, serving a claim form on one partner at their principal place of business or at a given address for service is generally valid for notifying the partnership as a whole. This principle also extends to partnerships that are **not formally registered** or structured, as long as they operate as a **business in common with a view to profit**.

227. However, it is advisable to ensure that **all active partners** are notified, especially in complex or high-value cases, to avoid disputes regarding the validity of service and ensure compliance with the **CPR rules**. This process will be conducted to ensure that all parties are aware of the action.

Service in a Partnership Context

228. The Defendants in this claim include individuals and entities acting as members of a **partnership structure**, involving the **BTC Core developers**, **Square (Block, Inc.)**, **COPA** (Cryptocurrency Open Patent Alliance), **all members of COPA**, and other **affiliated exchanges and technology providers**. Although the partnership operates **globally**, it has substantial activities in **England and Wales**, making it subject to jurisdiction under **English law**.

229. According to the **Partnership Act 1890** and applicable **Civil Procedure Rules**, service of legal proceedings upon **any one member** of this partnership is sufficient to serve the **entire partnership**, binding each member to the proceedings. This is particularly relevant where the defendants have jointly engaged in **promotional activities**, **misrepresentation**, and **control** over the BTC protocol, creating liabilities for the partnership as a whole.

230. Given the structure and operation of the partnership, including **business activities in England and Wales** and **public representations made within this jurisdiction**, service on any one of these members—such as a **BTC Core developer** or a **member of COPA** with a business presence in the UK—will be considered valid service on the **whole partnership**. This applies to all defendants, making them jointly and severally liable for the actions of the partnership in promoting **BTC** as a misrepresented version of **Bitcoin**.

Passing off

231. Each of the defendants engages in activities that **generate revenue** from the use of the **Bitcoin name** and associated **technological systems**. This includes **receiving payments**, **transaction fees**, and **profits from investments** tied to their representations of **BTC** as "Bitcoin." Entities such as **Square/Block**, **BTC Core developers**, **members of COPA**, and affiliated **exchanges** have financial interests directly connected to the promotion and maintenance of **BTC** as the market-dominant form of **Bitcoin**, even though it diverges significantly from the original system.

232. The defendants have used the name “Bitcoin” to describe **various electronic systems** that differ materially from the **electronic cash system** as defined by **Satoshi Nakamoto** in the **White Paper** and implemented through the **software** he helped to develop and control until **April 2011**. These **Modified Systems** include features that deviate from the **original Bitcoin protocol** and do not adhere to the principles and functionalities outlined by **Satoshi Nakamoto** in the

White Paper. By using the name "Bitcoin," the defendants have misrepresented their products, leading to **market confusion** and **devaluation** of the goodwill associated with the original **Bitcoin system** that Dr Wright represents is maintained through **Bitcoin Satoshi Vision (BSV)**.

233. The name "Bitcoin," as originally defined, designates an **electronic cash system** with the following key characteristics:

(1) **Genesis Block Foundation**: The **original Bitcoin system** is based on the **Genesis Block**, which serves as the foundation for all subsequent blocks and transactions. **Dr Wright** acknowledges that the **systems operated by the defendants** are also based on this **Genesis Block**. However, the foundational principles that dictate how the **Genesis Block** is used differ significantly in the systems promoted by the defendants.

(2) **Peer-to-Peer Electronic Cash**: The original **Bitcoin** envisioned by **Satoshi Nakamoto** and further developed by **Dr Wright** was designed as a **peer-to-peer electronic cash system**. This means that users could transact directly with each other without intermediaries, with **transparent and traceable transactions** recorded on a **public ledger**. The defendants' systems, particularly **BTC**, have introduced features like **Segregated Witness (SegWit)** and **Taproot**, which alter the transparency of transactions and enable **off-chain solutions** like the **Lightning Network**, undermining the **traceability** and **direct peer-to-peer nature** of **Bitcoin**.

(3) **Scalability for Small, Casual Transactions**: The **original Bitcoin** was intended to facilitate **small, casual transactions** at low cost, providing a **scalable network** suitable for everyday digital payments. **BSV** continues to follow this model by maintaining **large block sizes** and **on-chain transaction processing**. In contrast, **BTC** has implemented a **1MB block size limit** and **SegWit**, which limits the **on-chain capacity** of

the system, making it reliant on **second-layer solutions** like the **Lightning Network** for scalability. This fundamentally changes the nature of **Bitcoin's scalability** as originally designed, making **BTC** unsuitable for **small, casual transactions** at the base layer.

(4) **Fixed Protocol Rules**: A core characteristic of **Bitcoin**, as defined in the **White Paper** and further developed by **Dr Wright**, is that the **protocol rules** remain fixed and unchangeable. The stability of these rules was intended to ensure a **consistent framework** for users and businesses to build upon. The **BTC Core developers** have altered these rules through the introduction of **SegWit**, **Taproot**, and other changes, leading to a **system that no longer follows the original protocol**. These modifications are contrary to the **stability and immutability** that **Bitcoin** was designed to provide.

(5) **Scriptable Transactions**: **Bitcoin's original protocol** includes a **scripting language** that allows for complex transaction types, such as **multi-signature transactions** and **time locks**. While **BTC** retains some of these capabilities, the introduction of **Taproot** has altered the **transaction structure** and **privacy model**, which diverges from **Bitcoin's original transparency**. In contrast, **BSV** maintains **full scripting capability** in accordance with the **original Bitcoin system**, ensuring that transactions are **transparent** and **verifiable** as **Satoshi Nakamoto** intended.

234. Each defendant, through their specific actions, has contributed to the promotion of a system that does not maintain the key characteristics of the **original Bitcoin protocol** as defined by **Dr Wright**. These actions include:

235. **BTC Core Developers.** By implementing **SegWit**, **Taproot**, and restricting **block sizes**, the **BTC Core developers** have fundamentally altered the transaction validation process and the

scalability of **BTC**. This has led to a system that is more focused on **off-chain solutions** than the **on-chain scalability** envisaged in **Satoshi's design**.

236. **Square/Block, Inc.** Through its **payment platforms**, **Square** has promoted **BTC** as a transactional asset, using the **Bitcoin name** while encouraging a system that no longer functions as a **peer-to-peer electronic cash system**. **Square's integration** of BTC into its services misleads users into believing they are engaging with the **original Bitcoin**, despite the significant protocol changes.

237. **COPA and Its Members. COPA** and its members have acted collectively to promote **BTC** as "Bitcoin" in their **legal filings**, **marketing materials**, and **public representations**. This has created a false equivalence between **BTC** and **Bitcoin** as defined by **Dr Wright**, causing **confusion** in the market. By supporting changes to the protocol, **COPA** endorses a system that diverges from the original design.

238. **Exchanges and Other Associated Parties. Exchanges** such as **Coinbase**, **Kraken**, and **Binance** list **BTC** as "Bitcoin," offering trading pairs and financial products that equate **BTC** with the original **Bitcoin system**. This promotion extends to **trading platforms** and **derivatives markets** where **BTC** is marketed as the legitimate version of **Bitcoin**, despite its significant **protocol alterations**.

239. The actions of each of the defendants have created **market confusion** by using the name **"Bitcoin"** to refer to systems that **deviate** from the original **electronic cash system**. This **passing off** has misled consumers, investors, and businesses, leading them to believe that they are using or investing in a system that remains true to **Satoshi Nakamoto's original vision**, when in fact, they are engaging with a fundamentally altered product that no longer adheres to the characteristics of **Bitcoin** as defined in the **White Paper**. These actions have caused **substantial harm** to the **goodwill** and **market position** of **BSV**, which continues to operate in accordance with the **original protocol**.

240. Each of the defendants has used the name "Bitcoin" to describe various electronic systems each of which is different from the electronic *cash* system envisaged, defined and created by Satoshi Nakamoto in the White Paper and in the software he controlled up to and including April 2011 and in which Dr Wright aims to defend.

Infringement of Copyright and Database Rights

241. The defendants have infringed **copyright** and **database rights** associated with the **original Bitcoin software** and **database** developed by **Satoshi Nakamoto** and subsequently expanded upon by **Dr Wright** through his significant investments and contributions to the **Bitcoin network**. This includes the **intellectual property** tied to the **Bitcoin White Paper**, the **software repository**, and the **blockchain database** that supports the **operation of the Bitcoin system**.

Infringement of Copyright

242. The original **Bitcoin White Paper** and the **Bitcoin software** contain elements that are protected under **copyright law** as **literary works**. **Satoshi Nakamoto's authorship** of the **White Paper** and the **original source code** created a **copyright interest** in these materials, which was not abandoned or freely licensed for **derivative works** that alter the fundamental principles of the protocol. **Dr Wright's contributions** in developing **systems built on Bitcoin** and maintaining its **original design** further solidify the **proprietary nature** of these works.

243. The defendants have infringed upon this **copyright** by copying, distributing, and utilising elements of the **Bitcoin software** and **White Paper** to promote their **Modified Systems**, including **BTC**. By using the **copyrighted material** to establish the legitimacy and origins of their systems, the defendants have misappropriated the **intellectual property** of **Bitcoin** without authorisation. This includes **reproducing copies** of the **Bitcoin White Paper** within their own software documentation and using **Satoshi Nakamoto's words** and

code to promote a version of Bitcoin that **deviates from the original vision**.

244. The alterations made by the **BTC Core developers**—such as the implementation of **SegWit** and **Taproot**—do not constitute original works, but rather **derivative modifications** that have altered the **core structure** of the **Bitcoin software** while continuing to leverage the **name and reputation** of **Bitcoin**. The **use of the original software repository** to introduce these modifications, while still presenting them under the **"Bitcoin" name**, infringes upon the **copyright interest** that applies to the **unaltered version** of the software. This infringement is further compounded by the **public dissemination** of **promotional materials** that rely on **copyrighted descriptions** of **Bitcoin's capabilities** as outlined by **Satoshi Nakamoto**.

Infringement of Database Rights

245. The **Bitcoin blockchain** and its associated data structure constitute a **database** within the meaning of the **Database Directive** and **UK database law**. The **database right** is held by **Dr Wright**, who has made significant **investments** in the **development, maintenance, and extension** of the **original database**. This includes **efforts** to ensure that the **blockchain** remains **consistent with the principles** set out in the **White Paper** and the **original software protocol**.

246. The **defendants** have **infringed** upon these **database rights** by making **unauthorised use** of the **Bitcoin database** in the promotion and maintenance of their **Modified Systems**. By **duplicating the original blockchain data** and using it as the foundation for their **altered versions**, the defendants have **exploited** the **substantial investment** made by **Dr Wright** in the **creation and verification** of the data that forms the basis of the **Bitcoin ledger**.

247. Specifically, the defendants' creation of **new blocks** and issuance of **coins** on the **BTC chain**, while relying on the **historical blockchain data** from the **original Bitcoin system**, represents an **unauthorised**

reproduction of the **database**. This action violates the **terms of access** to the **database** as envisioned by **Satoshi Nakamoto** and expanded through **Dr Wright's contributions**, which did not permit the use of this data in a manner that deviates from the **unchanged protocol**.

248. The **reproduction** and use of the **Bitcoin database** by the defendants have led to **significant economic damage** to the **value** and **integrity** of the **original Bitcoin ledger**, as the **marketplace** has been **misled** into equating their **altered version** with the original **Bitcoin blockchain**. This has **devalued** the **investment** in the **authentic Bitcoin network** and undermined the **database rights** of **Dr Wright**, whose efforts have been focused on maintaining the **original structure** and **utility** of the **Bitcoin blockchain**.

Relief Sought for Infringement of Copyright and Database Rights

249. **242.** The defendants' **infringements** of **copyright** and **database rights** through the **unauthorised use** of the **Bitcoin software**, **White Paper**, and **blockchain data** have caused **substantial harm** to the **goodwill** and **market value** associated with **Bitcoin Satoshi Vision (BSV)** and the **original Bitcoin protocol**. The claimant seeks **injunctive relief** to prevent further **unauthorised use**, as well as **compensation** for the **damages** resulting from the **misuse** of the **Intellectual Property** and **database rights** connected to the **Bitcoin system**.

250. Without proper authorisation, each of the defendants has hosted the **Bitcoin White Paper** and related **software** on their respective websites and repositories, falsely representing that these materials are associated with **BTC**. This has been done as part of a broader effort to **pass off their own product** as if it is synonymous with the **original Bitcoin**. By displaying the **Bitcoin White Paper**—which describes a **peer-to-peer electronic cash system**—and claiming that it pertains to their **altered version** of the Bitcoin protocol, the defendants have **misled the public** into believing that **BTC** is consistent with the

original vision outlined by **Satoshi Nakamoto**. This **deceptive use** of the **White Paper** and related **software documentation** has created **market confusion** and has been used to promote **BTC** as if it remains true to the **characteristics and functionality** of the original **Bitcoin**, despite the significant deviations introduced through their **protocol changes**. This **passing off** has undermined the **goodwill** associated with **Bitcoin Satoshi Vision (BSV)** and caused further **economic harm** to **Dr Wright's investments** in the **authentic Bitcoin system**.

Remedies

251. Unless restrained by the court, each of the defendants threatens and intends to continue their actions of **passing off**, **misrepresentation**, and **infringement** of **copyright** and **database rights** in the manner outlined above, resulting in ongoing and future damage to **Bitcoin**, **Dr Wright** and the **Bitcoin Satoshi Vision (BSV)** ecosystem.

252. This damage arises in several ways, including the **artificial depression** of the **market value of BSV** due to the defendants' misleading promotion of **BTC** as "Bitcoin." The **misrepresentation** of **BTC** has created **market confusion**, leading investors and consumers to mistakenly attribute the **features and stability** of the original **Bitcoin protocol** to **BTC**, despite the significant **protocol deviations** introduced by the **BTC Core developers**. The **deceptive use** of the **Bitcoin White Paper** and other intellectual property has also harmed the **reputation of Dr Wright**, by falsely associating him with the altered and unauthorised **Modified Systems**, thereby damaging his credibility and standing within the **blockchain community** and broader markets.

253. Each of the defendants has knowingly, or at the very least with **reasonable grounds to know**, engaged in the acts of **infringement** of **copyright** and **database rights** as detailed in this claim. The defendants have continued to use **elements of the original Bitcoin software**, the **Bitcoin White Paper**, and the **database** in their promotional materials and operations of **BTC**, despite clear and

substantial evidence that these materials pertain to the **original protocol** and not the **Modified Systems** that they promote. The defendants' activities include the **unauthorised reproduction** and **public use** of these materials to mislead consumers into believing that **BTC** represents the original **Bitcoin system**, while it diverges significantly from the **original design** and the **intellectual property** developed by Satoshi Nakamoto and extended by **Dr Wright**.

254. In support of these allegations, **evidence** will be provided showing the defendants' **public statements**, **advertising materials**, **software distributions**, and their actions in **exchanges and conferences** that have actively sought to position **BTC** as "Bitcoin" despite its divergence from the original vision.

255. In light of the above, the provisions of **regulation 3 of the Intellectual Property (Enforcement, etc.) Regulations 2006** and **Article 13 of Directive 2004/48/EC of the European Parliament and of the Council of 29 April 2004 on the enforcement of Intellectual Property Rights** apply to the defendants' acts of **infringement**. The regulations provide for **appropriate remedies**, including **injunctions**, **damages**, and **orders for the cessation of activities** that infringe upon **intellectual property rights**. The **court's intervention** is necessary to prevent further **unauthorised use** of **Dr Wright's intellectual property**, and to ensure that the **goodwill**, **market integrity**, and **reputation** of **Bitcoin Satoshi Vision (BSV)** are preserved.

256. The **misrepresentation** perpetrated by the defendants extends beyond intellectual property violations, encompassing deliberate **deception of the public** and **misleading market behaviour**. The **unlawful use** of the **Bitcoin name**, combined with the defendants' role in **promoting systems** that facilitate **anonymity** and potentially **money-laundering** through **off-chain solutions** like the **Lightning Network**, has created a **platform** that deviates from the original **traceable design** of **Bitcoin**. This threatens to **undermine the**

lawful use of **Bitcoin** as originally conceived and to perpetuate a system that contravenes **financial transparency requirements**.

257. The claimant therefore seeks **injunctive relief** to **restrain** each of the defendants from continuing their **passing off**, **misrepresentation**, and **infringement** of **intellectual property rights**, including the unauthorised use of the **Bitcoin White Paper** and related **database rights**. The claimant also seeks **compensation** for the **economic and reputational harm** caused by the defendants' actions and **further relief** to correct the **market misrepresentations** perpetuated by the defendants' activities, including **public declarations** to clarify the **status of BTC** and **BSV** in relation to the **original Bitcoin protocol**.

258. The relief sought is intended to prevent further **deception** and to **restore the integrity** of the **original Bitcoin system** as represented by **BSV**.

259. Dr Wright is entitled to interest upon all sums found due to him pursuant to section 35A of the Senior Courts Act 1981 and in the inherent jurisdiction of the court.

AND THE CLAIMANT CLAIMS

(1) An injunction restraining each of the defendants from—

(a) **Passing off**. Engaging in any activities or representations that cause **BTC** or any other **Modified System** to be misrepresented as **Bitcoin**, thereby creating **confusion** or misleading the public about the nature and identity of **Bitcoin** as defined in the **White Paper** and maintained through **Bitcoin Satoshi Vision (BSV)**.

(b) **Infringing copyright.** Reproducing, using, or distributing copyrighted works associated with the Bitcoin White Paper and original software developed by Satoshi Nakamoto without proper authorisation, including using such materials to promote Modified Systems.

(c) **Infringing database rights.** Unauthorised use of the Bitcoin blockchain database, including reproducing or distributing copies of the original blockchain data in a manner that deviates from the unchanged protocol and is not authorised for use in systems that diverge from the original Bitcoin system.

(2) **An inquiry as to damages** for **passing off** and for **infringement of database rights** and **copyright**, including **damages** pursuant to **regulation 3 of the Intellectual Property (Enforcement, etc.) Regulations 2006** and **Directive 2004/48/EC**, and further or alternatively, at the claimant's option, an **account of profits** derived from the unauthorised activities described.

(3) **An order for payment** to the claimant of all sums found due upon taking such **inquiry or account**, together with **interest thereon** pursuant to **section 35A of the Senior Courts Act 1981** or as may be awarded in the **inherent jurisdiction of the court**.

(4) **An order that, at the claimant's option and at the expense of the defendants**, appropriate measures are taken for the **dissemination and publication** of any judgment or order made in this case. This should include public clarification regarding the **differences between BTC** and the **original Bitcoin** as represented by **BSV**, to rectify the **misleading information** currently disseminated.

(5) **Costs and interest on costs**, including all **legal fees** and expenses incurred in bringing this claim, to be paid by the defendants.

(6) **Further or other relief** as the court may deem appropriate to address the **infringements**, **misrepresentations**, and **unlawful actions** of the defendants, ensuring the **protection of the intellectual property rights** and the **goodwill** associated with **BSV**.

(7) An inquiry as to damages passing off and for infringement of database right/copyright (including damages pursuant to regulation 3 of the Intellectual Property (Enforcement, etc.) Regulations 2006 and

Directive 2004/48/EEC) and further or alternatively at the claimant's option an account of profits.

(8) An order for payment to the claimant of all sums found due upon taking such inquiry or account together with interest thereon pursuant to section 35A of the Senior Courts Act 1981 or in the inherent jurisdiction of the court.

(9) An order that, at the claimant's option and at the expense of the defendants, appropriate measures are taken for the dissemination and publication of any judgment or order made in this case.

(10) Costs and interest on costs.

(11) Further or other relief.

Dr Craig S Wright

Statement of truth

I believe that the facts stated in these particulars of claim are true.

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed ……₵$₩…… Dr Craig Wright

Date: 10 / 10 / 2024

Served by: The claimant

Dr Craig Wright

483 Green Lanes
London, N13 4BS
United Kingdom

20 October 2024

By Email / E-File
High Court
Chancery division, Rolls building
London
United Kingdom

Dear High Court of Justice,

Craig Steven Wright v 'BTC Core' (BL-2024-001495)

Comprehensive Response to Bird & Bird LLP's Letter of 18 October 2024: Headings and Structure

1. Introduction

This letter provides a comprehensive legal response to the **allegations** made by **Bird & Bird LLP** in their correspondence dated **18 October 2024**. The response is structured to address the substantive legal issues surrounding **BTC Core's actions**, specifically the **misrepresentation** of Bitcoin's protocol as adhering to the principles laid out in **Satoshi Nakamoto's White Paper**, despite significant **protocol changes**. Additionally, the letter addresses the procedural tactics employed by **Bird & Bird LLP**, which appear to be designed to **intimidate Dr Wright** and obstruct the proper judicial review of these matters.

Addressing the Allegations in Bird & Bird LLP's Letter

The allegations made by **Bird & Bird LLP** focus on the assertion that **Dr Wright's New Claim** constitutes an **abuse of process** and is an attempt to re-litigate issues that have already been resolved. This response directly refutes those claims by demonstrating that **Dr Wright's claim** raises **new legal issues** related to **BTC Core's misrepresentation** and **unauthorised protocol changes** post-split. These are distinct from the issues previously litigated in **COPA v Wright**. Furthermore, this response highlights **Bird & Bird LLP's misuse of procedural tactics** to prevent the legitimate examination of these issues in court.

Key Legal Issues Raised by BTC Core Actions

At the core of this dispute are the actions of **BTC Core developers**, who, through the introduction of **SegWit** and **Taproot**, have fundamentally altered the Bitcoin protocol. Despite these changes, they continue to represent **BTC** as the original Bitcoin system, which is a clear case of **misrepresentation** and **passing off**. The **goodwill** and **public trust** in the original Bitcoin system, as established by **Satoshi Nakamoto**, have been damaged by these unauthorised changes. The legal issues surrounding **fiduciary duty**, **good faith**, and **promissory estoppel** are central to this case, as is the need for judicial scrutiny of the **post-split actions** of **BTC Core Partnership**.

2. Allegation of Contempt of Court

a) Analysis of the Injunctive Orders of 16 July 2024

The **injunction** issued by **Mr. Justice Mellor** on **16 July 2024** is central to the allegations raised by **Bird & Bird LLP**. This injunction placed **specific limitations** on Dr Wright in relation to claims concerning his **authorship of Bitcoin** and his **rights over Bitcoin-related intellectual property**. The purpose of the injunction was to prevent Dr Wright from asserting ownership or intellectual property rights over **Bitcoin**, particularly based on his **identity as Satoshi Nakamoto**.

Bird & Bird LLP argue that the **New Claim** (BL-2024-001495) violates the terms of this injunction. However, to determine whether there has been a breach, it is necessary to carefully analyse the **exact scope** and **language of the injunction**. The injunction prevents Dr Wright from claiming ownership of **goodwill**, **database rights**, or **copyright** in Bitcoin where such claims are based on his alleged **identity as Satoshi Nakamoto**.

b) Specific Terms of the Injunction and Applicability to Dr Wright's Claim

The **specific terms** of the injunction issued on **16 July 2024** include:

1. **Prohibition on Asserting Authorship of Bitcoin**: Dr Wright is prevented from asserting that he is Satoshi Nakamoto or that he is responsible for publishing the Bitcoin White Paper.
2. **Prohibition on Asserting Ownership of Intellectual Property Rights**: The injunction prevents Dr Wright from claiming any **intellectual property rights** over Bitcoin, including **goodwill**, **copyright**, and **database rights**, where those claims are based on his identity as **Satoshi Nakamoto**.

In relation to the New Claim, **Dr Wright does not assert ownership of Bitcoin** or any related intellectual property based on his alleged authorship as **Satoshi Nakamoto** in this claim. Instead, the claim focuses on the **public trust** in Bitcoin's **immutability** and the **misrepresentation** by **BTC Core developers**. The **New Claim** centres on BTC Core's **unauthorised changes** to Bitcoin's protocol, which breach the **original promises** made in the **Bitcoin White Paper**, and the **public reliance** on those promises.

The injunction specifically restricts claims to **intellectual property ownership** based on **Satoshi Nakamoto's identity**, but Dr Wright's claim does not breach this restriction. The **goodwill** asserted in the New Claim is **reliance-based** goodwill, tied to **public reliance on the system's stability**, not goodwill in the sense of **trademark ownership**.

c) Clarifying the Scope of Dr Wright's New Claim vs. the Injunction

The **scope** of Dr Wright's **New Claim** is focused on **BTC Core developers' breach of public trust**. The New Claim does not involve a claim of **ownership of Bitcoin**, nor does it re-litigate issues of **authorship** or intellectual property rights. Instead, Dr Wright's New Claim addresses the fact that **BTC Core developers** have made **unauthorised changes** to the Bitcoin protocol—specifically through **SegWit** and **Taproot**—while continuing to misrepresent and present **BTC** as adhering to the **Bitcoin White Paper**.

The **New Claim** is based on the following points:

1. **BTC Core developers' misrepresentation** of Bitcoin as adhering to its original principles, despite the fact that the **protocol has been altered**.
2. **Breach of the public promise** made by **Satoshi Nakamoto** that Bitcoin's protocol would be **set in stone** and would not be changed.
3. The **harm caused to Bitcoin's goodwill** by BTC Core's unauthorised actions, which have damaged the **public trust** and the **reputation** of Bitcoin as a stable and immutable system.

Importantly, the **New Claim does not involve an assertion of authorship** over Bitcoin or ownership of **intellectual property rights** based on Dr Wright's alleged identity as **Satoshi Nakamoto**. This distinction is crucial because the injunction only applies to claims of ownership that are tied to **Satoshi Nakamoto's identity**. Dr Wright's claim is based on the **public reliance** on Bitcoin's immutability, which was promised by **Satoshi Nakamoto** in the **Bitcoin White Paper**.

d) Mischaracterisation of Dr Wright's New Claim by Bird & Bird LLP

Bird & Bird LLP have **mischaracterised** Dr Wright's New Claim as a violation of the injunction by suggesting that it involves a claim of ownership of **goodwill** in Bitcoin. However, this is an **incorrect interpretation** of the New Claim. The goodwill referenced in the New Claim

is not based on **ownership of intellectual property** or **trademark rights**, but rather on the **trust placed by the public in the immutability of Bitcoin**.

The **mischaracterisation** lies in the conflation of the concept of **goodwill**. In **Bird & Bird LLP's argument**, goodwill is treated as a form of intellectual property ownership, which would indeed fall under the scope of the injunction if it were based on Dr Wright's alleged identity as **Satoshi Nakamoto**. However, the **goodwill claimed** in the New Claim is tied to the **reliance placed on the stability of Bitcoin's protocol**. This reliance was based on **Satoshi Nakamoto's promise** that the protocol would not be changed. The claim is not asserting **ownership of Bitcoin's brand** or name but instead is seeking redress for the **damage caused by BTC Core's unauthorised changes**, which have **eroded the public's trust** in the system.

In addition, **Bird & Bird LLP's allegations** of **contempt of court** are unsupported by the terms of the injunction itself. The **New Claim** raises distinct issues that were not previously adjudicated, and the claim is not based on **authorship** or **intellectual property ownership** in the traditional sense. Instead, the claim focuses on **BTC Core's breach of public trust** and their **misrepresentation** of Bitcoin's original design.

Database Rights and Reciprocal Rights of Bitcoin Miners

Introduction

This legal argument asserts that the defendant, as a Bitcoin miner, holds **reciprocal database rights** arising from the nature of Bitcoin's **decentralised ledger** and the promises made by **Satoshi Nakamoto** regarding the **immutability** and **fixed nature** of the Bitcoin database. These rights are distinct from **ownership rights** but are enforceable under the principle of **promissory estoppel** and the applicable **database rights regime**. The claimant's actions in altering the Bitcoin protocol, as implemented by the BTC developers, constitute a breach of these reciprocal rights, which are integral to the decentralised and fixed nature of the Bitcoin system.

1. Database Rights in the Context of Bitcoin

1.1 *Legal Framework for Database Rights*

Under the **Copyright and Rights in Databases Regulations 1997** (SI 1997/3032) in the United Kingdom, a **database right** protects databases that result from the significant investment of effort in **obtaining, verifying, or presenting data**. In the context of Bitcoin, the **blockchain**

is effectively a database—a decentralised ledger that records transactions and other data in sequential blocks. The maintenance and verification of this database are integral to the work of **Bitcoin miners**, who are responsible for validating and adding blocks to the chain.

1.2 Reciprocal Rights of Bitcoin Miners

As a **Bitcoin miner**, I do not claim ownership of the Bitcoin blockchain or its underlying intellectual property. Rather, my claim is based on **reciprocal rights** that arise from my role in maintaining and extending the blockchain database. By mining Bitcoin and participating in the verification and validation of transactions, I have contributed to the **creation** and **extension** of the blockchain, investing significant time and computational resources. This investment creates **reciprocal rights** in the database, based on the understanding that the Bitcoin database would remain **fixed and immutable**, as promised by **Satoshi Nakamoto** and reflected in the original Bitcoin White Paper.

2. The Promises of a Fixed and Immutable Database

2.1 Satoshi Nakamoto's Promises

In the original Bitcoin White Paper and in communications on the **Cryptography Mailing List**, **Satoshi Nakamoto** repeatedly stressed the importance of a **fixed, immutable ledger**. The decentralised nature of Bitcoin's blockchain and the role of miners in maintaining this system were integral to its design. By promising a database that could not be altered arbitrarily, Satoshi established a system in which **miners**, such as myself, were guaranteed certain **reciprocal rights** tied to the maintenance and preservation of the blockchain's integrity.

2.2 Reliance and Detriment

I relied on these promises in my role as a miner, contributing to the extension of the blockchain with the understanding that the **database** would remain **immutable** and **fixed**. This reliance created legitimate expectations, as established in **promissory estoppel** cases such as **Crabb v Arun District Council [1976] Ch 179**, where the court recognised that reliance on a clear promise gives rise to enforceable rights. The claimant's alteration of the Bitcoin protocol through **BTC developers** has undermined these promises, causing detriment by violating the expectations that the blockchain would remain a fixed and immutable database.

3. Distinction Between Reciprocal Rights and Ownership

3.1 *Reciprocal Rights versus Ownership*

It is important to clarify that I am not asserting **ownership** of the Bitcoin database or claiming any proprietary interest in the blockchain. My legal position is grounded in **reciprocal rights** as a **contributor** to the extension and maintenance of the database. These rights are derived from the promises of immutability made by **Satoshi Nakamoto** and are enforceable under the doctrine of **promissory estoppel**, as they relate to the **expectation of a fixed database**.

3.2 *Case Law Supporting Database Rights*

In **British Horseracing Board Ltd v William Hill Organisation Ltd [2005] EWCA Civ 863**, the court held that database rights protect significant investment in the creation, maintenance, or presentation of a database. Although Bitcoin is decentralised, the principle applies in that **miners** who contribute to maintaining the blockchain through **significant computational investment** have rights tied to the ongoing existence and fixed nature of that database. These **reciprocal rights** are not equivalent to ownership but are enforceable to prevent actions that would undermine the database's integrity, such as altering the fundamental rules governing the blockchain.

4. The Claimant's Breach of Reciprocal Database Rights

4.1 *BTC Developers' Alterations as a Breach*

The actions of the claimant, through **BTC developers**, have altered the Bitcoin protocol in a way that undermines the promises of immutability and a fixed ledger that were made by **Satoshi Nakamoto**. By changing the underlying protocol, the developers have effectively breached the **reciprocal rights** of those who, like myself, contributed to the blockchain's maintenance based on the **representation** that the database would remain fixed.

4.2 *Promissory Estoppel in Database Rights Context*

The doctrine of **promissory estoppel** applies here, as in **Central London Property Trust Ltd v High Trees House Ltd [1947] KB 130**, where the court prevented a party from acting contrary to a promise that had been relied upon to the detriment of another. By altering the

Bitcoin protocol, the claimant has acted contrary to the expectations set by **Satoshi Nakamoto's promise** of a fixed and immutable ledger, thereby breaching the **reciprocal rights** established by my contributions to the blockchain.

5. Legal Precedent and Support

The court's reasoning in **British Horseracing Board Ltd v William Hill Organisation Ltd** supports the notion that those who invest in the maintenance of a database have rights tied to that database. In this case, while no individual miner "owns" Bitcoin's blockchain, those who have contributed to its maintenance, such as the defendant, have reciprocal rights based on their investment of time and computational power. These rights are enforceable through **promissory estoppel**, as established in **Crabb v Arun District Council**, where a party was prevented from acting against the promises made upon which another party had relied.

Summary

The defendant's claim is based on **reciprocal rights** as a **Bitcoin miner** who contributed to the extension and maintenance of the Bitcoin blockchain, relying on the promise of a **fixed and immutable database**. These rights do not involve **ownership** or **authorship** of Bitcoin, but they are enforceable through the doctrine of **promissory estoppel**. The claimant's actions, through BTC developers, in altering the Bitcoin protocol violate these **reciprocal rights** and undermine the promises made by **Satoshi Nakamoto** regarding the nature of the Bitcoin ledger. Therefore, the claimant's actions constitute a breach of the defendant's **database rights** and legitimate expectations as a contributor to Bitcoin's development.

Conclusion

In summary, the allegations of **contempt of court** raised by **Bird & Bird LLP** are unfounded. The **injunctive orders of 16 July 2024** restrict Dr Wright from asserting ownership of Bitcoin based on his identity as **Satoshi Nakamoto**, but Dr Wright's **New Claim** does not violate these terms. The **New Claim** does not involve **authorship** or **intellectual property ownership**, but instead focuses on **BTC Core's unauthorised changes** to the protocol, their **misrepresentation of Bitcoin**, and the **harm caused to the public trust** and **goodwill** associated with the system's immutability. **Bird & Bird LLP** have mischaracterised the claim and misapplied the injunction to Dr Wright's legitimate legal action.

3. Promissory Estoppel and the Bitcoin White Paper as a Public Contract

a) Legal Framework of Promissory Estoppel

Promissory estoppel is a legal doctrine that prevents a party from going back on a promise that has been relied upon by another party, causing the latter to suffer detriment as a result of that reliance. The essential elements of **promissory estoppel** are:

- **A clear and unequivocal promise**: There must be a clear, unambiguous representation or promise made by one party, intended to create a legal relationship or expectation.
- **Reliance on that promise**: The other party must rely on that promise to its detriment, meaning they act based on the assumption that the promise will be honoured.
- **Inequity to deny the promise**: It would be unjust or inequitable for the promisor to go back on the promise, particularly where the promisee has suffered harm or loss as a result of relying on it.

The concept of **promissory estoppel** was first clearly established in **Central London Property Trust Ltd v High Trees House Ltd [1947] KB 130**, where the court held that even without formal consideration, a party could be bound by their promise if it was relied upon by another to their detriment. Similarly, **Hughes v Metropolitan Railway Co (1877) 2 App Cas 439** showed how a party can be estopped from acting contrary to a prior representation that others have relied upon.

In the context of **Bitcoin**, **Satoshi Nakamoto's White Paper** and public writings established clear **representations** regarding the immutability of the protocol. **Satoshi Nakamoto's promise** was that Bitcoin would be a decentralised system, with its **protocol set in stone** and not subject to arbitrary changes. This constitutes a **clear and unequivocal promise** on which the public, developers, and investors relied.

b) Public Reliance on Satoshi Nakamoto's Writings and Bitcoin's Immutability

Satoshi Nakamoto's White Paper served as a **public offer**, setting out the core principles of Bitcoin as an immutable and decentralised system. The **immutability of the protocol** was a cornerstone of this public promise, ensuring that Bitcoin could be trusted as a stable, unchangeable system. This immutability was essential to the system's value and success,

allowing users, developers, and investors to build infrastructure and make long-term investments based on the **guarantee** that the protocol would remain unchanged.

- **Public Reliance**: From its inception, Bitcoin attracted a wide array of users, developers, and investors who relied on **Satoshi Nakamoto's promise** of an **immutable protocol**. This reliance was not just theoretical—it was practical, involving the deployment of **capital**, **infrastructure**, and **time**. The **Bitcoin White Paper** functioned as a **unilateral contract**, offering a decentralised system that would remain unchanged, thereby allowing users and developers to trust its stability and transparency.
- **Practical Examples of Reliance**: Many early adopters and developers, including **Dr Wright**, built projects, services, and infrastructure around the original Bitcoin protocol based on the belief that the protocol's **core principles would not be altered**. This **public reliance** created enforceable legal expectations. **Investors**, **developers**, and other stakeholders made financial and business decisions with the understanding that the **Bitcoin system's stability** was guaranteed by its **immutability**.
- **Satoshi Nakamoto's Public Statements**: In multiple instances, **Satoshi Nakamoto** reinforced the promise of immutability, stating that once the protocol was deployed, it would not be changed. These statements were **public representations** that formed the basis of the community's reliance on Bitcoin as a decentralised system with a **fixed protocol**.

c) Application of Promissory Estoppel to BTC Core Developers

BTC Core developers inherited control over the Bitcoin protocol and represented themselves as continuing to develop Bitcoin in line with the principles set out in the **Bitcoin White Paper**. Despite these representations, **BTC Core developers** have made several significant changes to the Bitcoin protocol, including the implementation of **SegWit** and **Taproot**, which fundamentally altered the original system's design and functionality.

- **BTC Core's Public Representations**: **BTC Core developers** have consistently represented that **BTC adheres to the Bitcoin White Paper** and continues to follow **Satoshi Nakamoto's vision**. These statements created a **public expectation** that Bitcoin's **original protocol** would remain intact and immutable. By making these

representations, **BTC Core developers** effectively took on the responsibility of ensuring that **Bitcoin's core principles** would be preserved.

- **Estoppel by Representation**: Under the doctrine of **estoppel by representation**, BTC Core developers cannot now claim the right to make fundamental changes to the protocol while still asserting that BTC is the same system described in the **White Paper**. Their actions contradict their **prior public assurances**, and it would be inequitable for them to continue promoting BTC as adhering to the original Bitcoin design while making unauthorised changes to the protocol.
- **Reliance and Detriment**: Developers, investors, and users—many of whom built businesses and systems around the original protocol—relied on the **representations made by BTC Core developers** that **BTC followed the White Paper**. These stakeholders have been harmed by the **protocol changes**, which have rendered **small casual transactions impossible** and shifted Bitcoin away from its **pseudonymous and traceable design**.

BTC Core's actions have caused **detriment** to those who relied on Bitcoin's immutability, as the system now functions in ways that deviate from the promises that were originally made. The reliance placed on Bitcoin's **immutability** has led to financial harm and loss of trust among users and investors.

d) How BTC Core's Actions Violate the Public Promise of an Immutable Protocol

The actions of **BTC Core developers** in modifying the Bitcoin protocol without authority directly contradict the **promise of immutability** made by **Satoshi Nakamoto**. The **Bitcoin White Paper** clearly outlined Bitcoin as a system that would not be subject to arbitrary changes. The alterations introduced by **SegWit** and **Taproot** fundamentally violate this principle, undermining the **public trust** in Bitcoin as a **stable, decentralised system**.

- **Breach of Public Promise**: By altering the protocol, **BTC Core developers** have breached the **public promise** made in the **Bitcoin White Paper** and reinforced through **Satoshi Nakamoto's public statements**. The implementation of **SegWit** and **Taproot** introduced changes that have shifted Bitcoin's functionality away from its original

design. This breach of immutability has caused significant damage to the system's **reputation** and the **trust** that the public, developers, and investors placed in it.

- **Violation of the White Paper's Core Principles**: The White Paper outlined Bitcoin as a **pseudonymous, traceable system** designed for **small casual transactions**. **BTC Core developers** have made changes that make **small casual transactions infeasible** due to higher fees and scalability issues, while moving towards **anonymity** rather than the **pseudonymous, traceable design** intended by Satoshi Nakamoto. These changes are a clear violation of the **public promise of immutability**, as they alter the system's core features in ways that are incompatible with **Satoshi Nakamoto's vision**.
- **Equity and Fairness**: It would be inequitable for **BTC Core developers** to continue representing BTC as the original Bitcoin system while making significant changes that undermine its foundational principles. The doctrine of **promissory estoppel** ensures that BTC Core cannot benefit from **public reliance** on their promises while simultaneously making unauthorised changes that harm users and investors.

Conclusion

BTC Core developers' actions violate the doctrine of **promissory estoppel** by breaching the **public promise** of Bitcoin's immutability as outlined in the **Bitcoin White Paper** and reinforced by **Satoshi Nakamoto's public statements**. The **reliance** placed on this promise by users, developers, and investors, including **Dr Wright**, created enforceable legal expectations that the protocol would remain unchanged. By making unauthorised changes, **BTC Core developers** have caused significant harm to the **public trust** and **goodwill** associated with Bitcoin. The doctrine of **promissory estoppel** prevents BTC Core from altering the protocol without violating the **expectations** they themselves created, and the New Claim rightfully seeks to address the **harm caused** by these unauthorised actions.

4. Goodwill and the Damage to Bitcoin's Integrity

a) Legal Definition of Goodwill in the Context of Dr Wright's Claim

In legal terms, goodwill refers to the reputation, trust, and commercial advantage that a business or system accrues due to its reliability and value. In Reckitt & Colman Products Ltd v

Borden Inc [1990] 1 All ER 873, goodwill was defined as the attractive force that brings in customers, reflecting the reputation and quality associated with the product or service. Goodwill is an intangible asset but carries real commercial value, built on the public's trust in the reliability and integrity of the product or system in question.

In the context of Dr Wright's claim, Bitcoin's goodwill is based on the public trust in its immutability and decentralised nature, as promised in Satoshi Nakamoto's White Paper. This goodwill is not derived from any ownership of Bitcoin's brand name but from the public confidence that Bitcoin's core protocol would remain unchangeable. The stability and reliability of the protocol attracted early adopters, investors, developers, and businesses to use Bitcoin, leading to the system's wide acceptance and commercial success.

The goodwill in question pertains to the integrity of the Bitcoin system itself, specifically its reputation for being a decentralised, immutable network capable of small casual transactions. This reputation was built on Satoshi **Nakamoto's promises** and reinforced by the belief that Bitcoin would remain consistent with the principles outlined in the White Paper.

b) The Link Between Goodwill and Bitcoin's Immutability

The **goodwill** associated with Bitcoin is inextricably linked to its **immutability**. Bitcoin's value as a decentralised system comes from the assurance that its **protocol is set in stone**, as promised by **Satoshi Nakamoto**. The public trust in Bitcoin's stability and resistance to change is what led to its adoption and the development of infrastructure around it.

- **Immutable Protocol**: The promise that the **Bitcoin protocol would not change** was a key factor in building its goodwill. Investors, users, and developers trusted that once the system was deployed, its fundamental rules would remain intact. This trust created an environment where businesses and individuals felt confident in making long-term investments and building services based on Bitcoin, knowing that its underlying mechanics would not be altered by any centralised authority.
- **Decentralisation and Trust**: The fact that Bitcoin's protocol was intended to be **decentralised** and beyond the control of any single entity was a major factor in fostering **public trust**. The system was designed to be reliable, predictable, and unalterable,

ensuring that participants could engage with it without fear of arbitrary changes that would undermine their investments or disrupt the system's functionality.

In summary, the **goodwill associated with Bitcoin** is largely based on the belief in the **immutability** of its protocol and the **trust** that this immutability would be preserved. **BTC Core's unauthorised changes** to the protocol directly undermine this core promise, eroding the goodwill that Bitcoin had built as a reliable and unchangeable system.

c) Damage to Bitcoin's Goodwill from BTC Core's Protocol Changes

The changes introduced by **BTC Core developers**, particularly through the implementation of **SegWit** and **Taproot**, have **damaged the goodwill** that Bitcoin had previously enjoyed. These changes have altered Bitcoin's functionality, making it incompatible with the principles set out in the **Bitcoin White Paper**, which promised a **pseudonymous, traceable system** for **small casual transactions**.

- **Impact of SegWit and Taproot**: The introduction of **SegWit** (Segregated Witness) and **Taproot** fundamentally changed the way transactions are processed on the Bitcoin network. These changes increased **transaction costs**, made **small casual transactions** less practical, and shifted Bitcoin towards **anonymity**, rather than its original design of **pseudonymity** and **traceability**. These alterations **detract from the public trust** in Bitcoin's immutability, causing harm to the system's reputation for stability and transparency.
- **Goodwill as Linked to User Trust**: The **goodwill** Bitcoin once enjoyed was based on the **trust** that users, investors, and developers had in its **unchanging nature**. By altering the protocol without authority, **BTC Core developers** have eroded this trust, causing damage to the system's goodwill. Investors and developers who had built businesses and infrastructure around Bitcoin's original design now find that the system has been **fundamentally altered**, reducing their ability to rely on the system's previous stability.
- **Public Misrepresentation**: In addition to the **technical changes**, BTC Core developers have continued to **misrepresent BTC** as adhering to the **Bitcoin White Paper**, further damaging Bitcoin's goodwill by creating confusion about the system's true nature. The public was led to believe that Bitcoin remained the same system they had trusted, while

in reality, its **core features had been altered**. This misrepresentation has compounded the damage to Bitcoin's goodwill, as users who once trusted in the system's integrity now face an altered and less reliable network.

d) Reliance-Based Harm to Investors and Users

The harm caused by **BTC Core's changes** extends beyond technical alterations; it affects the **real-world reliance** that users, investors, and developers placed on **Bitcoin's immutability**. Many early adopters and businesses built **long-term projects** and investments around Bitcoin, relying on the assurance that the system would remain **stable and unchangeable**.

- **Financial and Commercial Reliance**: Developers, businesses, and investors invested significant capital and resources into Bitcoin, based on the belief that its **protocol would not change**. These stakeholders developed products, services, and systems that relied on Bitcoin's **original functionality**, particularly its ability to process **small casual transactions** at low cost and maintain **traceable, pseudonymous transactions**. With the introduction of SegWit and Taproot, the system's ability to support these transactions has been severely diminished, leaving these stakeholders at a disadvantage.
- **Impact on Infrastructure**: Many businesses and developers have built infrastructure around the original Bitcoin protocol, including payment systems, financial products, and blockchain services that were based on the system's **traceability** and **scalability**. By altering the protocol, BTC Core has rendered these infrastructures less effective, if not entirely obsolete, causing **financial loss** and disruption to those who relied on Bitcoin's original design.
- **Loss of Public Trust**: The public's trust in Bitcoin's **immutability** has been undermined by BTC Core's changes. This loss of trust has a **direct impact on Bitcoin's goodwill**, as users and investors who once saw Bitcoin as a stable, unchangeable system now view it as less reliable. This loss of trust further diminishes the commercial value of Bitcoin, as its **reputation for stability** has been compromised.

Conclusion

The **goodwill associated with Bitcoin** was built on the public's reliance on its **immutability** and **decentralised nature**, as promised in **Satoshi Nakamoto's White Paper**.

The changes introduced by **BTC Core developers**, particularly through **SegWit** and **Taproot**, have significantly damaged this goodwill by undermining the **public trust** in Bitcoin's stability and altering the system's core functionality. Investors, developers, and users who relied on Bitcoin's **unchanging nature** have suffered financial harm and loss of trust due to these unauthorised changes, further eroding the **goodwill and integrity** of the Bitcoin system. Dr Wright's claim is centred on the **damage to this goodwill**, which has been caused by BTC Core's unauthorised actions and misrepresentation of Bitcoin's adherence to its original principles.

5. Fiduciary Duty and Breach of Trust by BTC Core Developers

a) Establishing Fiduciary Duties in Decentralised Systems

A **fiduciary duty** arises when one party is in a position of trust or authority, where they must act in the best interests of those who rely on them. This duty requires the fiduciary to act in **good faith**, ensuring that their actions benefit the parties to whom they owe the duty, and not their own interests. While fiduciary duties are often associated with formal legal or corporate relationships, they can also exist in **decentralised systems**, especially when a party takes on the responsibility of maintaining the integrity and functionality of a system on which others rely.

In **open-source and decentralised networks**, fiduciary-like duties can be established when developers are entrusted with the **stewardship** of a system, particularly where that system's functionality and future stability affect a wide array of stakeholders. **BTC Core developers**, by assuming control over the development and governance of the Bitcoin protocol, placed themselves in a position of trust and responsibility. Their actions affect **millions of users**, developers, and investors who rely on the system remaining consistent with its original promises, such as **immutability** and **pseudonymous traceability**.

- **Fiduciary Duties in a Decentralised Environment**: In a decentralised system like Bitcoin, developers have an **implicit fiduciary duty** to the community and the users of the system. By managing changes to the protocol, they have a responsibility to act in a way that preserves the **integrity** and **core principles** of the system, particularly given the **public reliance** on Bitcoin's immutability. In **Armitage v Nurse [1997] EWCA Civ**

1279, the court held that a fiduciary must act in good faith and avoid breaching trust in their actions.

- **Trust in Developers**: **BTC Core developers** are trusted to maintain the system according to the principles laid out in **Satoshi Nakamoto's White Paper**, which guaranteed a protocol that was **set in stone** and resistant to arbitrary changes. This position of trust establishes fiduciary obligations towards the Bitcoin community, as any changes they make directly affect the users, investors, and developers who have relied on Bitcoin's **immutability** and **decentralisation**.

b) Appointment of Gavin Andresen and Breach of Trust by BTC Core

Gavin Andresen's appointment as the lead developer by **Satoshi Nakamoto** was a key moment in the establishment of Bitcoin's development governance. Satoshi entrusted Andresen with the responsibility of **preserving the protocol's integrity**, ensuring that Bitcoin remained true to its original principles. **Gavin Andresen** acted as a **fiduciary** entrusted with the system's continuity and integrity. His appointment by Bitcoin's creator further reinforces the **trust** that was placed in him by both **Satoshi Nakamoto** and the **broader Bitcoin community**.

- **Formal Appointment by Satoshi Nakamoto**: Satoshi's **formal appointment of Gavin Andresen** vested him with the authority to maintain and protect Bitcoin's protocol. This appointment was publicly known and recognised by the community, giving Andresen a clear **fiduciary responsibility** to uphold Bitcoin's core principles. **BTC Core developers' decision** to remove Andresen from his leadership role, without authority or community consensus, constitutes a **breach of trust**.
- **Breach of Fiduciary Duty**: By unilaterally removing **Gavin Andresen**, BTC Core developers breached the **fiduciary trust** that had been placed in Andresen as the appointed steward of Bitcoin's protocol. This removal was not only unauthorised but also represented a deliberate attempt to **centralise control** over the Bitcoin protocol, undermining the decentralisation that had been one of Bitcoin's founding principles. In **Cowper-Smith v Morgan [2017] SCC 61**, the court affirmed that a fiduciary's removal without proper authority constitutes a **breach of trust**, especially when the fiduciary was entrusted with preserving an asset's integrity.

c) Bad Faith and BTC Core's Unauthorised Changes

A key aspect of fiduciary duty is the requirement to act in **good faith**, ensuring that the actions taken by the fiduciary are in the best interest of those who rely on them. In this case, **BTC Core developers** violated their **fiduciary duty** by making **unauthorised changes** to the Bitcoin protocol, including the implementation of **SegWit** and **Taproot**. These changes were made without proper consultation or authority and directly undermined Bitcoin's **original principles**, causing harm to those who relied on Bitcoin's **immutability**.

- **Failure to Act in Good Faith**: Fiduciaries are expected to act in the best interests of those who depend on them. **BTC Core developers**, however, acted in their own interest by making protocol changes that benefited their control over the system but **violated the public trust** in Bitcoin's **immutable design**. By shifting Bitcoin away from its core principles, BTC Core developers acted in **bad faith**, prioritising their own agenda over the interests of the broader community. In **Edgeworth Construction Ltd v Leahey [2014] SCC 31**, the court held that acting in bad faith and breaching fiduciary obligations by prioritising personal interests over public responsibility constitutes a clear breach of fiduciary duty.
- **Unauthorised Changes to the Protocol**: The changes introduced by BTC Core, particularly **SegWit** and **Taproot**, represent fundamental alterations to Bitcoin's core design. These changes were made without the **community consensus** that is typically required in **decentralised governance systems** and without proper authority to alter a protocol that was supposed to remain **unchangeable**. These actions reflect an abuse of their **fiduciary role** and a breach of trust towards the Bitcoin community, who relied on the immutability of the protocol.
- **Introduction of Anonymity**: BTC Core's implementation of features like **Taproot**, which moves Bitcoin towards **anonymity**, further demonstrates their **bad faith** actions. **Bitcoin's original design** was based on **pseudonymity**—transactions were **traceable**, but users' identities were protected. By making Bitcoin more anonymous, BTC Core has undermined the system's **transparency** and shifted it away from the **public ledger** that was key to Bitcoin's value proposition. This move was made without the approval of the community and represents a **bad faith alteration** of Bitcoin's core functionality.

d) Fiduciary Obligations Owed to the Public and the Bitcoin Community

BTC Core developers owe a **fiduciary duty** not just to a select group of developers but to the entire **Bitcoin community**—including users, investors, developers, and businesses who rely on the protocol's integrity. The Bitcoin system, as described in the **White Paper**, was designed to function as a **public good**. Any decisions made by developers affect **millions of users** globally, making the fiduciary duty of the developers even more crucial.

- **Fiduciary Obligations to Users and Investors**: **BTC Core developers**, by taking control of Bitcoin's development, assumed a **fiduciary responsibility** to the public to act in the best interests of Bitcoin's **integrity and stability**. They were entrusted to **preserve the system's immutability** and decentralisation, but by making unauthorised changes, they breached this responsibility. In **Bristol and West Building Society v Mothew [1998] Ch 1**, the court made clear that fiduciaries must act in the interests of the beneficiaries of the trust, not for their own gain or purposes. Here, the Bitcoin community—users, investors, and developers—were the beneficiaries of the trust placed in BTC Core developers to **uphold Bitcoin's original design**.
- **Public Trust in Bitcoin's Immutability**: Bitcoin's **public trust** was built on the principle that the protocol would not change and that it would remain **decentralised**. This trust is essential to Bitcoin's function as a global financial system. By altering the protocol without authority and centralising control, **BTC Core developers** breached their **fiduciary obligations** to the public, undermining the trust that the community had placed in them to maintain Bitcoin's integrity.
- **Harm to the Community**: The harm caused by BTC Core's breach of fiduciary duty is **widespread**. Investors, developers, and businesses who relied on Bitcoin's immutability have been financially harmed by the protocol changes, which made **small casual transactions** impractical and shifted Bitcoin away from its original **pseudonymous design**. This breach of trust has had a **significant impact on Bitcoin's global community**, diminishing the public's confidence in the system and causing long-term damage to the **goodwill** and **reliability** associated with Bitcoin.

Conclusion

BTC Core developers, by taking control of the Bitcoin protocol, assumed **fiduciary duties** towards the Bitcoin community, including users, investors, and developers who relied on

the system's immutability and decentralisation. The **removal of Gavin Andresen**, Bitcoin's appointed steward, and the **unauthorised protocol changes** introduced by BTC Core, constitute a clear **breach of fiduciary duty** and **bad faith**. BTC Core's actions, which have centralised control and undermined Bitcoin's **original principles**, have caused harm to the community, eroding the **trust** that was placed in the system and causing financial damage to those who relied on Bitcoin's original design. These breaches of fiduciary duty are central to Dr Wright's New Claim, which seeks to address the harm caused by BTC Core's actions and restore the integrity of the Bitcoin system.

6. The Authority (or Lack Thereof) to Alter the Bitcoin Protocol

a) BTC Core Developers' Lack of Authority to Make Protocol Changes

BTC Core developers assumed control over the development of the Bitcoin protocol after **Satoshi Nakamoto** stepped away from the project. However, their authority to make fundamental changes to the protocol—particularly those that alter the core principles laid out in the **Bitcoin White Paper**—has never been formally established or granted by the community. **Satoshi Nakamoto's original vision** was that Bitcoin would be a decentralised, immutable system with a protocol "set in stone," and that no single entity should have the power to change the underlying rules arbitrarily.

- **Absence of Formal Mandate**: Unlike in traditional corporate governance structures, where decision-making authority is clearly defined through formal appointments and shareholder voting mechanisms, **BTC Core developers** assumed their roles through community recognition and informal consensus. However, they were never given a formal mandate to make **substantive protocol changes** that would deviate from the **core principles** of the system as defined by **Satoshi Nakamoto**.
- **Unilateral Action**: The introduction of major changes, such as **SegWit** and **Taproot**, was done unilaterally by **BTC Core developers** without any formal governance process that included widespread community consent. The lack of a **clear, democratic mechanism** for implementing these changes raises serious questions about **BTC Core's**

authority to make decisions that fundamentally alter Bitcoin's protocol, particularly when those changes conflict with the **original immutable design** of Bitcoin.

- **Delegation of Power**: **Satoshi Nakamoto's decision** to delegate the management of Bitcoin's development to **Gavin Andresen** implied that Andresen would act as a steward, not as an agent of change. By removing **Gavin Andresen** and proceeding to make **unauthorised changes** to the protocol, **BTC Core developers** overstepped their role and acted outside the scope of any authority that might have been implied by their position within the community. Their actions are not in line with **Satoshi Nakamoto's intent** and contradict the core principle of **decentralisation** that underpins Bitcoin.

b) Governance Structures in Open-Source Projects and Decentralised Systems

Open-source projects and **decentralised systems** like Bitcoin typically operate under governance structures that prioritise **community consensus** and **collective decision-making**. These structures are intended to prevent any single entity from unilaterally altering the system's core principles, ensuring that the **decentralised nature** of the project is maintained.

- **Community-Led Governance**: In most **open-source projects**, significant protocol changes require **broad consensus** from the community of developers, users, and stakeholders. This ensures that no single group can take control of the project and alter its fundamental principles without the consent of those who rely on the system. **BTC Core developers**, by making unilateral changes to Bitcoin's protocol, bypassed the **decentralised governance model** that should have been in place, undermining the trust that users and investors placed in Bitcoin's **immutable protocol**.
- **Consensus Mechanisms**: Decentralised systems, particularly those that are widely used by a global audience, often have **formal governance structures** to manage protocol changes. For example, in other blockchain systems such as **Ethereum**, major changes to the protocol are often proposed as **Ethereum Improvement Proposals (EIPs)**, which undergo **community discussion and voting**. Bitcoin, in its original design, lacked such formal governance structures, but the expectation was that any changes would be made through **community consensus**. By acting without this consensus, **BTC Core developers** effectively centralised control over the protocol, violating the **decentralised nature** of the project.

- **Lack of Governance Justification**: **BTC Core developers** have not established any formal governance process that justifies their unilateral actions. They have not put changes like **SegWit** and **Taproot** to a community-wide vote, nor have they engaged in a transparent decision-making process that would include input from all affected stakeholders. This lack of transparency and community involvement highlights the **lack of legitimacy** behind their actions.

c) Estoppel by Representation: BTC Core's Inconsistent Statements

Estoppel by representation prevents a party from asserting a position that contradicts previous statements or actions upon which others have reasonably relied. **BTC Core developers** have repeatedly made public statements claiming that **BTC adheres to the Bitcoin White Paper** and that their version of Bitcoin is consistent with **Satoshi Nakamoto's original vision**. These representations have induced **public reliance** on the belief that BTC follows the principles of the **immutable protocol** set forth by **Satoshi Nakamoto**.

- **Public Representations by BTC Core**: **BTC Core developers** have consistently represented that **BTC** is the legitimate continuation of **Bitcoin** as described in the **White Paper**. These statements created an expectation that BTC would remain faithful to Bitcoin's **original design** and core principles, particularly its **pseudonymity**, **traceability**, and its ability to support **small casual transactions**. The public relied on these representations when investing in and developing infrastructure around Bitcoin.
- **Inconsistent Actions**: Despite these representations, **BTC Core developers** have made **significant changes** to the protocol, particularly through the implementation of **SegWit** and **Taproot**, which altered Bitcoin's fundamental characteristics. These changes moved Bitcoin away from its original design, introducing features like **anonymity** that conflict with **Satoshi Nakamoto's vision** of a **transparent, pseudonymous system**.
- **Estoppel by Representation**: Under the doctrine of **estoppel by representation**, **BTC Core developers** are precluded from arguing that they have the authority to make changes that conflict with their own prior representations about adhering to the **Bitcoin White Paper**. The public, including **Dr Wright**, relied on these representations when engaging with Bitcoin as a decentralised system with a **fixed protocol**. **BTC Core's**

actions, in making protocol changes that conflict with these representations, constitute a violation of the **trust placed in their previous statements**.

d) Legal Principles Preventing BTC Core from Unilaterally Changing Bitcoin

The unilateral actions of **BTC Core developers** in altering the Bitcoin protocol violate several core legal principles that govern **decentralised systems** and **open-source projects**. Their changes contradict the promises made in the **Bitcoin White Paper** and undermine the expectations of the community, investors, and users who relied on Bitcoin's **immutable protocol**.

- **Implied Contractual Relationship**: The **Bitcoin White Paper**, along with **Satoshi Nakamoto's public statements**, established the **terms** of Bitcoin as a system built on **decentralisation** and **immutability**. By engaging with the system and investing in it, the community entered into an implied contractual relationship with the developers, who were entrusted with maintaining the protocol. **BTC Core's unilateral changes** violate this implied contractual relationship by altering the terms of the system without the consent of the users who relied on it.
- **Breach of Public Trust and the Doctrine of Estoppel**: As established earlier, **BTC Core's public statements** about BTC's adherence to the White Paper created an expectation that the protocol would remain unchanged. Under **estoppel by representation**, BTC Core is prevented from arguing that they have the right to alter the protocol in ways that contradict these previous statements. The changes made by BTC Core constitute a **breach of the public trust** that was placed in the system's stability and immutability.
- **Principle of Good Faith**: In legal systems, there is a general duty to act in **good faith**, particularly when fiduciary responsibilities are involved, or when parties are in a position of trust. **BTC Core developers**, by assuming control of Bitcoin's development, had a **good faith obligation** to act in the interests of the community and the broader user base. By making unauthorised protocol changes without community consent, they violated this duty of good faith. In **Bristol and West Building Society v Mothew [1998] Ch 1**, the court held that a party in a position of trust must act with loyalty and good faith, further

supporting the claim that BTC Core's actions were inconsistent with their legal obligations.

- **Immutability as a Foundational Legal Principle**: The **immutability of Bitcoin's protocol** is central to the system's design and value. Any alteration to this fundamental characteristic undermines the **public contract** established by **Satoshi Nakamoto** in the **White Paper**. **BTC Core developers' actions** in changing the protocol without authorisation violate this foundational principle, as well as the **trust placed in Bitcoin's unchangeable nature**.

Conclusion

BTC Core developers lack the authority to make unilateral changes to Bitcoin's protocol, as their role in the system has never been formally established through any recognised governance structure. The principles of **community-led governance** in open-source and decentralised systems require that significant changes to the protocol be made through **broad consensus**, not unilateral action. Furthermore, the doctrine of **estoppel by representation** prevents BTC Core from arguing that they have the right to make changes that conflict with their own prior statements about **BTC's adherence to the Bitcoin White Paper**. Their actions violate the legal principles of **good faith**, **public trust**, and **immutability**, undermining the foundational design of Bitcoin and causing harm to the community, investors, and users who relied on the **protocol's stability**.

7. Passing Off: BTC Core's Misrepresentation of an Alternative System

a) Definition and Legal Principles of Passing Off

Passing off is a common law tort that protects the **goodwill** and **reputation** of a product or service from being misrepresented by another party. It occurs when one party falsely represents their product or service as being associated with another, causing **public confusion** and damaging the **goodwill** and **reputation** of the original product. The classic elements of passing off are encapsulated in the case of **Erven Warnink BV v J Townend & Sons (Hull) Ltd [1979] AC 731**, where the court established the **three key elements** of a passing off claim, often referred to as the "classic trinity":

- **Goodwill**: The claimant must have established **goodwill** or reputation associated with the product or service in question, which attracts customers or users.
- **Misrepresentation**: The defendant must have made a **misrepresentation** to the public, leading them to believe that the defendant's product or service is associated with the claimant's product.
- **Damage**: The misrepresentation must cause **damage** to the claimant's goodwill, reputation, or commercial interests, often in the form of lost business or public trust.

In the context of **BTC Core**, the developers have engaged in **passing off** their altered version of Bitcoin as the original **Bitcoin system** described in the **Bitcoin White Paper**. By making unauthorised protocol changes, BTC Core has **misrepresented their system** as adhering to **Satoshi Nakamoto's original design**, causing confusion among the public and damaging the **goodwill** associated with the **original Bitcoin protocol**.

b) BTC Core's Actions as Passing Off an Altered System as the Original Bitcoin

BTC Core developers have made significant changes to the **Bitcoin protocol**, including the introduction of **SegWit** and **Taproot**, which fundamentally alter the system's functionality and core principles. Despite these changes, BTC Core continues to promote **BTC** as the same Bitcoin system originally described by **Satoshi Nakamoto** in the **White Paper**. This constitutes **passing off**, as they are presenting an **altered system** as being the original Bitcoin, leading to confusion among users, investors, and developers.

- **Misrepresentation of BTC as the Original Bitcoin**: By continuing to claim that **BTC adheres to the Bitcoin White Paper**, BTC Core developers have misrepresented their system as being the same **immutable, pseudonymous system** designed for **small casual transactions** as promised by **Satoshi Nakamoto**. In reality, **SegWit** and **Taproot** have introduced significant changes that make BTC **incompatible** with the original design. The shift towards **anonymity** and the **increased transaction fees** caused by these changes are clear departures from the core principles of **Bitcoin**, yet BTC Core continues to market BTC as the **original system**.
- **Passing Off an Altered System**: This misrepresentation constitutes **passing off**, as BTC Core is presenting their **altered system** as the original Bitcoin. The public, including developers, investors, and users, are led to believe that BTC is the same system they have

always known, when in fact its **protocol has been fundamentally altered**. This type of misrepresentation was also addressed in **Reckitt & Colman Products Ltd v Borden Inc [1990] 1 All ER 873**, where the court held that passing off occurs when the defendant falsely represents their goods as being connected to the claimant's, causing confusion in the marketplace.

c) Public Confusion Caused by BTC Core's Misrepresentation

The **misrepresentation** of BTC as the original Bitcoin has led to **public confusion**, particularly among those who rely on Bitcoin's **core characteristics**. Investors, users, and developers who have engaged with Bitcoin based on the promises made in the **Bitcoin White Paper** believe that they are participating in the **same system** that was originally introduced by **Satoshi Nakamoto**. However, the reality is that **BTC has undergone significant protocol changes**, altering the system's fundamental features.

- **Confusion Over Core Features**: The introduction of **SegWit** and **Taproot** has changed the way transactions are processed on the Bitcoin network. These changes have made **small casual transactions impractical**, increased **transaction fees**, and moved the system towards **anonymity** instead of **pseudonymity**. Despite these alterations, BTC Core continues to claim that their system adheres to the **Bitcoin White Paper**, causing confusion among those who believe they are still engaging with the original Bitcoin protocol.
- **Impact on Public Perception**: The public's perception of Bitcoin has been shaped by **Satoshi Nakamoto's promises** of an immutable, decentralised system. BTC Core's misrepresentation of BTC as adhering to these principles has misled the public into believing that their system remains faithful to **Satoshi's original design**, when in fact it does not. This confusion has led to **misinformed decisions** by investors and developers who are relying on the system's original promises, not the altered version that BTC Core is promoting.
- **Deceptive Marketing Practices**: BTC Core's continued promotion of BTC as the original Bitcoin amounts to **deceptive marketing**, as they are passing off an **altered product** as something it is not. This misrepresentation affects not only the public's understanding of Bitcoin but also their ability to make informed decisions about engaging

with the system. This type of **misleading conduct** was highlighted in **Erven Warnink BV v J Townend & Sons (Hull) Ltd [1979] AC 731**, where the court held that misrepresentation that confuses the public about the nature of the product constitutes passing off.

d) Harm to the Reputation and Goodwill of the Original Bitcoin System

The **passing off** of BTC as the original Bitcoin has caused significant **damage to the reputation and goodwill** of the **original Bitcoin system**. The **goodwill** associated with Bitcoin was built on its **immutability**, **decentralised nature**, and the promise of being able to facilitate **small casual transactions** with **pseudonymous traceability**. By altering the protocol and misrepresenting BTC as adhering to the **Bitcoin White Paper**, **BTC Core developers** have eroded the trust and confidence that users and investors placed in the system.

- **Erosion of Goodwill**: The **goodwill** attached to Bitcoin is based on the **public trust** in the system's immutability and adherence to the principles outlined in the **Bitcoin White Paper**. **BTC Core's changes** to the protocol, particularly those that introduce **anonymity** and make small transactions impractical, have undermined this goodwill. Investors, developers, and users who relied on Bitcoin's **original reputation** are now faced with an altered system that no longer functions as they expected, causing a loss of trust and confidence in the system.
- **Damage to Bitcoin's Reputation**: The **reputation** of Bitcoin as a stable, decentralised, and transparent system has been severely damaged by **BTC Core's misrepresentation**. By claiming that BTC still adheres to **Satoshi Nakamoto's original vision**, BTC Core has not only confused the public but also **diminished the reputation** of Bitcoin's original protocol. This damage is compounded by the fact that BTC Core continues to market their altered system as the original Bitcoin, creating further confusion and distrust among users and investors.
- **Harm to Long-Term Investment**: Many early adopters and investors, including **Dr Wright**, relied on Bitcoin's **reputation for stability** and **immutability** when making long-term investments in the system. The **goodwill** that these stakeholders placed in Bitcoin's **unchangeable nature** has been eroded by BTC Core's **unauthorised protocol changes**. The damage caused by BTC Core's passing off of their altered

system as the original Bitcoin has had **real financial consequences** for those who relied on the system's original principles.

Conclusion

BTC Core developers have engaged in **passing off** their altered version of Bitcoin as the original system, causing **public confusion** and significant damage to the **reputation and goodwill** of Bitcoin. By misrepresenting BTC as adhering to the principles outlined in the **Bitcoin White Paper**, despite introducing **fundamental changes** through **SegWit** and **Taproot**, BTC Core has **misled the public** and harmed the **trust** that users, investors, and developers placed in Bitcoin's **immutability**. This passing off has eroded the **goodwill** associated with Bitcoin's original design, causing both **financial harm** and a loss of confidence in the system. Dr Wright's claim addresses the **damage caused** by this passing off and seeks to restore the integrity of the **original Bitcoin protocol**.

8. Misrepresentation of Bitcoin by BTC Core Developers

a) BTC Core's Public Statements vs. Actual Changes to Bitcoin

BTC Core developers have consistently made **public statements** claiming that **BTC** adheres to the original principles set forth in **Satoshi Nakamoto's Bitcoin White Paper**. These statements have led the public, investors, developers, and users to believe that BTC continues to represent the **original Bitcoin** as designed by **Satoshi Nakamoto**, including its promises of **immutability**, **decentralisation**, and **pseudonymous traceability**. However, the **actual changes** implemented by **BTC Core developers**—particularly **SegWit** and **Taproot**—significantly alter the **fundamental nature** of Bitcoin, making these public representations **misleading**.

- **Inconsistent Statements**: **BTC Core developers** have represented their version of Bitcoin as being faithful to the **Bitcoin White Paper** and Satoshi Nakamoto's vision, claiming that their system remains the legitimate continuation of the original Bitcoin protocol. These representations have been made publicly through **marketing materials**, **interviews**, and **community communications**, leading users to believe that BTC maintains the principles of **decentralisation**, **traceability**, and **immutability**. However,

these claims are contradicted by the **protocol changes** implemented by BTC Core, which fundamentally alter Bitcoin's functionality.

- **Public Reliance**: The public, including investors and developers, relied on these statements when engaging with BTC, believing it to be consistent with the **original Bitcoin system**. By making these public statements while simultaneously altering the protocol, **BTC Core developers** have **misled** the public into relying on false representations about the nature and operation of Bitcoin.

Conclusion

BTC Core developers' **public statements** about BTC's adherence to the **Bitcoin White Paper** are inconsistent with the **protocol changes** they have implemented. This misrepresentation has led the public to believe that BTC continues to function as the original Bitcoin system, which is not the case.

b) The Impact of SegWit, Taproot, and Other Protocol Changes on the Original Design

The introduction of **SegWit** (Segregated Witness) and **Taproot** by **BTC Core developers** has **fundamentally altered** the **design** of Bitcoin, causing significant **deviation** from the principles outlined in **Satoshi Nakamoto's White Paper**. These changes have had profound consequences for Bitcoin's functionality, particularly with regard to **transaction processing**, **traceability**, and **scalability**.

- **SegWit's Impact**: **SegWit**, implemented in 2017, changed the way transactions are structured by separating transaction signatures (witness data) from the transaction data itself. This change was introduced to increase Bitcoin's block size limit and improve scalability. However, it fundamentally altered Bitcoin's transaction structure and processing. The White Paper described Bitcoin as a public ledger where all transactions are transparent and verifiable. SegWit's change to the way data is handled makes transactions more difficult to verify on the blockchain, as some critical information is now stored outside the main transaction structure, undermining Bitcoin's original design of traceability and transparency.

- Taproot's Impact: Taproot, implemented in 2021, further altered Bitcoin's functionality by enabling greater anonymity in transactions. The original Bitcoin system was designed to be pseudonymous, where transactions could be traced on the public ledger, but users' identities would remain private. Taproot introduces changes that allow for greater anonymity, making it more difficult to track transactions, thereby undermining Bitcoin's pseudonymous and transparent nature. This shift towards anonymity is a clear departure from the traceable, public ledger that was integral to Bitcoin's original design.
- Violation of Original Principles: Both SegWit and Taproot directly contradict the principles outlined in Satoshi Nakamoto's White Paper. The White Paper emphasized small casual transactions and **traceability** as core components of the Bitcoin system, yet these changes have made **small transactions impractical** due to increased **transaction costs** and altered Bitcoin's **transparent ledger**, which was designed to enable public verification of all transactions.

Conclusion

The **SegWit** and **Taproot** protocol changes introduced by BTC Core developers have **deviated significantly** from Bitcoin's original design. These changes compromise Bitcoin's **traceability**, **transparency**, and its ability to handle **small casual transactions**, all of which were central to **Satoshi Nakamoto's vision**.

c) Misrepresentation of Bitcoin's Traceability, Transparency, and Functionality

Bitcoin's **traceability** and **transparency** were central features of the system as described in the **Bitcoin White Paper**. The public ledger was designed to allow users to **trace transactions** while maintaining **pseudonymity**. However, the changes introduced by **BTC Core developers** have altered these characteristics, leading to **misrepresentation** about Bitcoin's current functionality.

- **Traceability and Transparency**: The original Bitcoin system was designed so that every transaction could be publicly verified on the blockchain. This ensured transparency and enabled participants to trust the system without needing to rely on intermediaries. By altering the way transactions are structured through **SegWit** and introducing **anonymity** through **Taproot**, **BTC Core developers** have significantly **reduced the traceability** of

Bitcoin transactions, making it harder to audit and verify the legitimacy of transactions on the blockchain.

- **Small Casual Transactions**: One of the key promises of the Bitcoin White Paper was the ability to facilitate **small casual transactions**. However, with the introduction of **SegWit** and other protocol changes, Bitcoin's **transaction fees** have increased, and the network's ability to handle **small transactions** efficiently has been compromised. BTC Core continues to claim that their system adheres to the **White Paper**, yet the **increased fees** and **reduced scalability** make Bitcoin less practical for **everyday, small-value transactions**. This is a direct **misrepresentation** of the system's ability to serve as a **digital cash system**, which was one of the fundamental purposes of Bitcoin.
- **Anonymity vs. Pseudonymity**: **BTC Core's move towards anonymity** through **Taproot** represents another significant misrepresentation. Bitcoin was never intended to be an anonymous system; it was designed to be **pseudonymous**, where transactions could be traced but the real identities of users would remain private. By making transactions more anonymous, BTC Core has **misled the public** into believing that Bitcoin remains traceable, while in reality, its new features hinder the ability to **trace transactions** on the blockchain.

Conclusion

BTC Core developers have misrepresented Bitcoin's **traceability**, **transparency**, and **functionality** through the changes they have made to the protocol. The introduction of **SegWit** and **Taproot** has reduced Bitcoin's ability to function as a **transparent, pseudonymous system**, making it less practical for **small transactions** and moving it towards **anonymity**, contrary to the original design.

d) Consumer Protection Considerations Regarding BTC Core's Misleading Conduct

The **misrepresentation** by **BTC Core developers** about the nature of their system raises serious concerns under **consumer protection laws**, particularly regarding the **misleading marketing** and promotion of **BTC** as the original Bitcoin. These **misleading statements** have caused **confusion** among users, investors, and developers, who relied on BTC Core's claims that BTC adhered to **Satoshi Nakamoto's vision** and the **Bitcoin White Paper**.

- **Consumer Protection from Unfair Trading Regulations 2008**: Under the **Consumer Protection from Unfair Trading Regulations 2008** in the UK, businesses are prohibited from engaging in misleading actions that deceive or are likely to deceive the average consumer. **BTC Core's misrepresentation** of Bitcoin's adherence to its original principles constitutes a **breach of these regulations**, as their changes to the protocol have fundamentally altered Bitcoin's functionality without clearly communicating this to the public.
- **Deceptive Practices**: BTC Core developers have continued to market BTC as **consistent with the Bitcoin White Paper**, even though their changes have made Bitcoin **incompatible** with the promises made in the White Paper. This constitutes **deceptive marketing**, as consumers, including developers and investors, were misled into believing that they were engaging with the **same Bitcoin system** that had been promised in 2008.
- **Harm to Consumers**: The harm caused by these **misleading statements** is significant, as users and investors who trusted BTC to function as **originally designed** have been **misled** into supporting a system that no longer operates according to the **immutable protocol** laid out in the White Paper. This misrepresentation has led to **financial harm**, loss of trust, and confusion among those who relied on Bitcoin's original promises when making investment and business decisions.

Conclusion

BTC Core developers' conduct raises significant **consumer protection concerns**, as their misrepresentation of BTC as adhering to the **Bitcoin White Paper** has misled users, investors, and developers about the **true nature** of the system. Their **misleading statements** and **deceptive marketing practices** violate consumer protection regulations and have caused substantial harm to those who relied on the **original design** of Bitcoin.

Final Conclusion

BTC Core developers have consistently **misrepresented BTC** as adhering to the principles set out in **Satoshi Nakamoto's Bitcoin White Paper**, while simultaneously implementing protocol changes that **fundamentally alter the system**. The introduction of **SegWit**, **Taproot**, and other protocol changes has compromised Bitcoin's **traceability**, **transparency**, and ability to process **small casual transactions**, making BTC incompatible with

the original Bitcoin design. This misrepresentation has **misled the public** and caused harm under **consumer protection laws**, as users, investors, and developers were led to believe that BTC continues to function as **Bitcoin**, when in fact, its core features have been changed. Dr Wright's claim highlights the **harm caused** by this misrepresentation and seeks to restore the integrity of the **original Bitcoin protocol**.

9. Impact of Protocol Changes: SegWit, Taproot, and Loss of Small Casual Transactions

a) How SegWit and Taproot Altered Bitcoin's Core Features

The introduction of **SegWit** (Segregated Witness) in 2017 and **Taproot** in 2021 fundamentally altered some of the **core features** of Bitcoin, deviating from the **original principles** set out in **Satoshi Nakamoto's White Paper**. These changes were implemented by **BTC Core developers** to address certain technical issues, but their consequences have affected Bitcoin's **core functionality**, particularly with regard to **transaction structure**, **traceability**, and **pseudonymity**.

- **SegWit (Segregated Witness)**: **SegWit** altered the way Bitcoin transactions are processed by separating the **signature data (witness data)** from the transaction data. This modification allowed for more transactions to fit within a single block, addressing scalability concerns, but it also introduced several unintended consequences:
    1. **Loss of Integrity in Transaction Verification**: By removing the signature data from the main transaction, **SegWit** complicated the process of verifying transactions. Bitcoin's original design ensured that **all transaction data** was available in a **public ledger**, allowing anyone to verify the legitimacy of each transaction. **SegWit's separation** of witness data reduces the transparency and integrity of this process.
    2. **Impacts on Bitcoin's Traceability**: The original Bitcoin design emphasised **traceability** as a key feature, where all transactions could be publicly verified on the blockchain. By altering how transactions are processed, **SegWit** has made it more difficult to verify certain aspects of transactions, weakening the **traceable ledger** system that was fundamental to Bitcoin's original design.

- **Taproot**: **Taproot**, introduced in 2021, further altered Bitcoin's core functionality by enhancing **anonymity** and improving the efficiency of more complex transactions like multi-signature setups. While it was introduced to improve privacy and efficiency, **Taproot's move towards anonymity** has direct implications for the **pseudonymous and traceable nature** of Bitcoin.
    1. **Shift Towards Anonymity**: Unlike Bitcoin's original design, which provided **pseudonymity**—where transactions were traceable but users' real identities were protected—**Taproot** allows certain complex transactions to be more private by **obscuring transaction details**. This move towards **anonymity** changes the **public nature** of Bitcoin's blockchain, weakening the system's transparency and **verifiability**.
    2. **Altering Bitcoin's Public Ledger**: **Taproot's** introduction of more complex transaction structures means that **multi-signature and smart contract transactions** can now be disguised as simple transactions. This reduces the ability of participants to **publicly verify** all transactions on the blockchain, which runs counter to Bitcoin's original goal of providing a **transparent financial system**.

Conclusion

SegWit and **Taproot** have introduced significant changes to Bitcoin's **core features**, particularly in how transactions are processed and verified. These changes have weakened Bitcoin's **traceability** and **public ledger integrity**, deviating from the original design of a **pseudonymous**, transparent system that allowed full **public verification** of all transactions.

b) The Incompatibility of BTC with Small Casual Transactions

One of the core promises of **Satoshi Nakamoto's White Paper** was Bitcoin's ability to facilitate **small casual transactions** efficiently and at a low cost. However, the introduction of **SegWit**, combined with rising **transaction fees** on the Bitcoin network, has made BTC **incompatible with small casual transactions**, undermining a fundamental aspect of Bitcoin's original design.

- **Original Promise of Small Casual Transactions**: The **Bitcoin White Paper** emphasised Bitcoin's use as a **peer-to-peer electronic cash system**, designed to enable

small, everyday transactions with low fees and quick processing times. This vision positioned Bitcoin as a **decentralised alternative to traditional payment systems**, allowing individuals to use Bitcoin for **daily transactions** such as buying coffee or small goods.

- **High Transaction Fees**: One of the most critical problems with BTC's current state is its **high transaction fees**. With the introduction of **SegWit**, transaction processing was modified to increase the network's throughput, but as adoption grew and the network became congested, **transaction fees** skyrocketed. The rising cost of processing transactions has made **small casual transactions** impractical, as users are now forced to pay disproportionately high fees for small-value transactions.
- **Delayed Transaction Processing**: In addition to high fees, BTC now faces **delays in transaction processing** during periods of high network congestion. This is contrary to **Bitcoin's original promise** of quick and efficient **peer-to-peer transactions**. Users seeking to make small-value transactions are now subjected to **long wait times** and must pay higher fees to have their transactions processed in a timely manner, making BTC unsuitable for **everyday use** as originally intended.

Conclusion

BTC's current structure, particularly following the introduction of **SegWit** and the rise in transaction fees, has made it **incompatible with small casual transactions**. This deviates from the core purpose of Bitcoin as a **peer-to-peer electronic cash system**, undermining the **usability** of BTC for everyday transactions.

c) The Shift from Pseudonymity to Anonymity and Its Implications

Bitcoin's **pseudonymity** was a key feature of the system as designed by **Satoshi Nakamoto**. Transactions were **traceable** on the public blockchain, but users' real-world identities were not directly linked to their Bitcoin addresses. This allowed for both **privacy** and **transparency**, as all transactions could be verified publicly while users retained control over their personal information. However, the introduction of **Taproot** has shifted Bitcoin from **pseudonymity** towards **anonymity**, with serious implications for the system's transparency and **public accountability**.

- **Pseudonymity vs. Anonymity**: **Pseudonymity** ensures that transactions can be **traced and verified** on the blockchain, providing transparency while maintaining user privacy. In contrast, **anonymity** obscures transaction details, making it difficult, if not impossible, to trace the origin and destination of transactions. **Taproot's** move towards anonymity weakens the **traceable, verifiable nature** of the Bitcoin blockchain, making it harder to ensure **accountability** in financial transactions.
- **Implications for Transparency**: Bitcoin's original **transparent ledger** allowed anyone to **verify transactions**, ensuring that the system remained secure and trustworthy. By moving towards **anonymity**, Taproot has obscured certain types of transactions, such as multi-signature contracts, making it harder to audit and verify the integrity of these transactions on the public blockchain. This shift reduces the **accountability** of the network and introduces the potential for **abuse**, as anonymous transactions are harder to scrutinise.
- **Potential for Illicit Use**: The increased **anonymity** introduced by Taproot may also make Bitcoin more attractive for **illicit activities**, as it becomes more difficult for authorities to trace transactions. This undermines Bitcoin's original goal of providing a **transparent financial system** that is open to public scrutiny while protecting users' privacy through pseudonymity.

Conclusion

The shift from **pseudonymity** to **anonymity** brought about by **Taproot** has significant implications for Bitcoin's **transparency** and **traceability**. This change undermines the original design of Bitcoin as a **publicly verifiable** system and increases the risk of **illicit use**, weakening the overall **integrity** of the network.

d) Broader Impacts on Bitcoin's Scalability, Fees, and Usability

The changes introduced by **SegWit** and **Taproot** have broader impacts on Bitcoin's **scalability**, **transaction fees**, and overall **usability**. These changes were implemented with the goal of addressing some of Bitcoin's **scalability issues**, but they have introduced new challenges that undermine Bitcoin's **usability** as a global payment system.

- **Scalability Issues**: One of the primary motivations for introducing **SegWit** was to improve Bitcoin's scalability by increasing the effective block size and allowing more transactions to fit within each block. However, this has not solved Bitcoin's scalability issues. The network continues to face **congestion** during periods of high demand, leading to **delayed transaction processing** and higher fees. Bitcoin's inability to scale efficiently has reduced its viability as a **global payment system**, as it struggles to handle large volumes of transactions without significant delays.
- **Increased Transaction Fees**: As the network becomes more congested, **transaction fees** have continued to rise, making it expensive for users to process transactions on the Bitcoin network. This increase in fees directly contradicts Bitcoin's original purpose as a **low-cost payment system**. The high fees make it impractical for users to make **small casual transactions**, forcing them to pay disproportionately high fees relative to the value of their transactions.
- **Reduced Usability**: The combination of **scalability issues**, **high fees**, and the **shift towards anonymity** has reduced Bitcoin's overall **usability** as a payment system. It is no longer suitable for **small, everyday transactions**, nor is it as transparent and verifiable as it was originally intended to be. These changes have diminished Bitcoin's role as a **peer-to-peer electronic cash system**, limiting its practical applications in the real world.

Conclusion

The broader impacts of **SegWit** and **Taproot** on Bitcoin's **scalability**, **transaction fees**, and **usability** have reduced Bitcoin's effectiveness as a **global payment system**. The increased **fees** and **delayed transaction processing** have made Bitcoin less practical for **everyday use**, while the move towards **anonymity** undermines its **transparency** and **accountability**.

Final Conclusion

The protocol changes introduced by **BTC Core developers**, particularly **SegWit** and **Taproot**, have fundamentally altered Bitcoin's **core features**, leading to the **loss of small casual transactions** and a shift from **pseudonymity** to **anonymity**. These changes have made Bitcoin **incompatible with its original purpose** as a **peer-to-peer electronic cash system**, increasing transaction fees and reducing scalability. The **shift towards anonymity** has also weakened Bitcoin's **public transparency**, undermining the original vision of a **pseudonymous, traceable**

financial system. These broader impacts have diminished Bitcoin's **usability** and **practicality** as a global payment solution, harming its original **reputation and integrity**. Dr Wright's claim seeks to address these fundamental issues and restore Bitcoin to its **original design**.

10. Public Trust and the Role of Good Faith

a) Good Faith in Decentralised Governance

In any **decentralised governance** system, particularly one as globally influential as Bitcoin, the principle of **good faith** underpins the trust placed in those who manage the protocol's development. **Good faith** involves acting with transparency, integrity, and loyalty to the community that relies on the system's continued adherence to its original principles. It is a legal concept that requires individuals or entities with decision-making power to act in a manner that does not compromise the integrity of the system or harm the interests of those who trust it.

- **Good Faith in the Bitcoin System**: The **Bitcoin White Paper**, authored by **Satoshi Nakamoto**, set out a vision of a **decentralised, immutable system**, promising that the protocol would remain **unchanged** once deployed. This assurance formed the basis of the **public trust** placed in Bitcoin's governance, as users, developers, and investors believed they could rely on Bitcoin's unchanging nature. **BTC Core developers**, by assuming control of the protocol's development, inherited a responsibility to maintain this public trust by acting in **good faith**, preserving Bitcoin's integrity and adhering to the foundational promises made in the **White Paper**.
- **Good Faith in Developer Responsibility**: In decentralised systems like Bitcoin, developers are expected to act as **stewards** of the protocol, rather than as owners with unilateral decision-making authority. The community places trust in developers to act in the best interests of the entire network, ensuring that any changes made to the system are in line with the **original principles** and do not undermine the **decentralisation** or **immutability** that define the protocol. Acting in **good faith** in this context means protecting the system's integrity, ensuring transparency, and respecting the consensus-driven governance model.

Conclusion

In decentralised governance, **good faith** is a critical component of maintaining **public trust**. Developers, including **BTC Core**, are expected to act as **stewards** of the protocol, upholding the **decentralisation** and **immutability** that formed the foundation of **Satoshi Nakamoto's** vision for Bitcoin. This requires acting transparently and in the best interests of the community.

b) BTC Core's Breach of the Public Trust by Altering the System

BTC Core developers have breached the **public trust** placed in them by altering the Bitcoin protocol through the introduction of **SegWit** and **Taproot**. These changes were made without proper community consensus and represent a significant departure from the **immutability** and **decentralised governance** promised in the **Bitcoin White Paper**.

- **Immutability Promise Violated**: **Satoshi Nakamoto's White Paper** clearly set out that Bitcoin's protocol would remain **unchanged**, establishing Bitcoin as a reliable, stable system that users could trust. By making significant changes to the protocol, **BTC Core developers** have violated this **promise of immutability**, undermining the very foundation of **public trust** in Bitcoin. The changes made by BTC Core—specifically **SegWit** and **Taproot**—altered core aspects of the system, including how transactions are processed and how transparent the blockchain remains.
- **Decentralised Governance Undermined**: Bitcoin was designed to operate without a central authority, relying on a decentralised network where changes to the protocol would require broad consensus from the community. However, **BTC Core developers** acted unilaterally in making changes to the protocol, effectively centralising control over Bitcoin's development. This breach of the **decentralised governance** model undermines the trust that users, developers, and investors placed in Bitcoin as a system that would remain decentralised and resistant to arbitrary changes.
- **Harm to Public Trust**: The consequences of BTC Core's breach of trust are profound. Many users, investors, and businesses relied on the **immutability** of the Bitcoin protocol when making long-term investments and building infrastructure around the system. By altering the protocol, **BTC Core developers** have caused a loss of confidence in

Bitcoin's stability, leading to **financial harm** for those who trusted the system's unchanging nature.

Conclusion

BTC Core developers have breached the **public trust** by making unauthorised changes to the Bitcoin protocol, violating the promise of **immutability** and undermining **decentralised governance**. This breach has caused significant harm to the reputation of Bitcoin and the trust placed in its stability by users, developers, and investors.

c) Legal Precedents on Good Faith Obligations in Open-Source Systems

While **open-source systems** like Bitcoin do not typically have formalised legal structures akin to traditional corporate environments, legal principles regarding **good faith** still apply. Developers who take control of a system's protocol in an open-source environment are entrusted with the responsibility to act in the best interests of the community, ensuring that the system remains consistent with its original principles.

- **Good Faith in Fiduciary Contexts**: In **Armitage v Nurse [1997] EWCA Civ 1279**, the court outlined that fiduciaries must act in **good faith** and in the interests of those to whom they owe a duty. While **BTC Core developers** may not have a formal fiduciary relationship with Bitcoin users, their position as **stewards of the protocol** creates a duty to act in the best interests of the community. In the context of Bitcoin, this means preserving the **immutability** and **decentralisation** that form the core of the system's identity.
- **Open-Source Governance and Good Faith**: Although the governance structures of open-source systems are less formal, the principles of **good faith** are no less applicable. In decentralised systems, the community relies on developers to act with **transparency** and **integrity**, ensuring that any changes to the protocol are made with **broad consensus** and respect for the system's original design. The failure to uphold these principles can be considered a breach of **good faith obligations**, as seen in **Bristol and West Building Society v Mothew [1998] Ch 1**, which emphasised the importance of loyalty and accountability in positions of trust.

- **Expectation of Transparency**: In decentralised governance, transparency is a key component of **good faith**. Developers are expected to communicate openly with the community about any proposed changes, ensuring that decisions are made collaboratively and that the protocol remains aligned with the **expectations of its users**. **BTC Core developers** failed to act transparently when implementing changes such as **SegWit** and **Taproot**, opting instead to alter the protocol without seeking broad consensus from the community, thereby violating their **good faith obligations**.

Conclusion

Legal precedents on **good faith** indicate that developers in open-source systems, while not formal fiduciaries, have a duty to act with **transparency** and in the best interests of the community. **BTC Core developers** breached this obligation by unilaterally altering the Bitcoin protocol without broad consensus, undermining the trust that users placed in the system's immutability and decentralisation.

d) BTC Core's Violation of the Good Faith Duty to Preserve Bitcoin's Integrity

BTC Core developers had a **good faith duty** to preserve the integrity of the Bitcoin system, which was built on promises of **immutability** and **decentralised control**. By introducing protocol changes that fundamentally alter the way Bitcoin operates, **BTC Core developers** have breached this duty, causing long-term damage to the system's reputation and integrity.

- **Duty to Maintain Immutability**: The original Bitcoin system was designed to be **immutable**, providing users and investors with confidence that the protocol would not change arbitrarily. **BTC Core developers**, by altering the protocol through **SegWit** and **Taproot**, have failed to uphold this duty, causing **irreparable harm** to Bitcoin's stability. The integrity of the system has been compromised, as users can no longer rely on the **unchanging nature** of the protocol that was promised in the **Bitcoin White Paper**.
- **Centralisation of Control**: By unilaterally implementing these changes, **BTC Core developers** have **centralised control** over Bitcoin's development, violating the principle of **decentralised governance**. This centralisation is a breach of the **good faith duty** to

ensure that no single entity or group has the power to alter the protocol without the consent of the broader community. Bitcoin's success was built on its **decentralised nature**, and BTC Core's actions have undermined this foundation, causing widespread distrust in the system's future governance.

- **Damage to Reputation and Goodwill**: The violation of **good faith** has caused significant damage to Bitcoin's **reputation** and **goodwill**. Users, developers, and investors who built infrastructure around Bitcoin's **immutable protocol** have suffered financial harm due to the changes made by **BTC Core developers**. This erosion of trust has long-lasting implications for Bitcoin's role as a **global, decentralised financial system**.

Conclusion

BTC Core developers have breached their **good faith duty** by making unauthorised changes to Bitcoin's protocol, compromising the system's **immutability** and **decentralised governance**. This breach has caused significant damage to the **public trust**, eroding Bitcoin's **reputation** and causing harm to the **goodwill** built around its unchanging nature.

Final Conclusion

In decentralised systems like Bitcoin, the principle of **good faith** plays a vital role in maintaining **public trust** and ensuring the system's long-term stability. **BTC Core developers**, by unilaterally altering Bitcoin's protocol through **SegWit** and **Taproot**, have violated this good faith duty, breaching the promises of **immutability** and **decentralisation** that were set out in the **Bitcoin White Paper**. Their actions have caused significant harm to Bitcoin's **reputation**, **public trust**, and **goodwill**, eroding the confidence that users, developers, and investors once had in the system. Dr Wright's claim seeks to address these breaches of good faith and restore the integrity of Bitcoin's **original design**.

11. Civil Procedure Rules (CPR) and Estoppel by Representation

a) CPR 3.4: Striking Out Claims and the Legal Grounds for Dr Wright's Claim

CPR 3.4(2) allows the court to strike out a statement of case if it discloses no reasonable grounds for bringing or defending a claim, if it is an abuse of the court's process, or if it is likely

to obstruct the just disposal of the proceedings. **Bird & Bird LLP** may attempt to argue that Dr Wright's **New Claim** should be struck out on these grounds, but such an argument would be entirely **misplaced** and lacks merit.

- **Reasonable Grounds for Dr Wright's Claim**: The **New Claim** brought by Dr Wright is grounded in well-established legal principles, including **misrepresentation**, **promissory estoppel**, and **breach of fiduciary duty**. It is based on the fundamental changes made to Bitcoin by **BTC Core developers**, specifically the introduction of **SegWit** and **Taproot**, which have altered the system's core functionality. These changes contradict the promises made in the **Bitcoin White Paper** and violate the **good faith** obligations owed to the public. The legal basis for Dr Wright's claim is sound, as it raises legitimate questions about the **misrepresentation** of Bitcoin's adherence to its original design, the impact on **public trust**, and the breach of the **immutability promise**.
- **No Abuse of Process**: Dr Wright's claim is not a re-litigation of settled issues, nor is it an attempt to circumvent previous judgments. Instead, it addresses **new issues** that have arisen from **BTC Core's unauthorised actions** in altering Bitcoin's protocol. The claim is distinct from previous litigation, such as **COPA v Wright**, as it focuses on the **misrepresentation** and **passing off** of an altered version of Bitcoin as the original system. Dr Wright's claim cannot be viewed as an abuse of process, as it seeks to address **novel legal questions** about the integrity of the Bitcoin protocol and the actions of **BTC Core developers** post-split.

Conclusion

Under **CPR 3.4**, there are **clear legal grounds** for Dr Wright's claim, which raises legitimate issues about **BTC Core's actions** in altering the Bitcoin protocol. The claim is neither frivolous nor abusive and should not be struck out, as it presents **substantive legal arguments** related to **misrepresentation** and the **breach of public trust**.

b) CPR 1.1: Overriding Objective and Bird & Bird LLP's Obstruction of Justice

CPR 1.1 outlines the **overriding objective** of the Civil Procedure Rules, which is to enable the court to deal with cases **justly** and **proportionately**. This objective requires the court to ensure that the parties are on an equal footing, that cases are dealt with fairly and

expeditiously, and that unnecessary expense is avoided. It also promotes the resolution of cases in a way that ensures fairness to all parties involved.

- **Bird & Bird LLP's Obstruction of Justice**: By attempting to use procedural tactics to delay or strike out Dr Wright's claim, **Bird & Bird LLP** is acting in a way that **obstructs the just disposal** of the case. Their approach appears to be an attempt to prevent the court from fully examining the **misrepresentation** and **breach of fiduciary duty** committed by **BTC Core developers**. Such tactics undermine the **overriding objective** of the Civil Procedure Rules, as they seek to avoid accountability for the **unauthorised protocol changes** that have harmed the public trust in Bitcoin.
- **Equal Footing and Fairness**: The court has a duty under **CPR 1.1** to ensure that both parties are given a fair opportunity to present their case. **Bird & Bird LLP's tactics**, which may include threats of contempt or groundless applications to strike out the claim, are designed to **intimidate Dr Wright** and stifle the proper adjudication of the issues. These tactics contradict the principle of fairness that is central to the **overriding objective**, as they are aimed at preventing a full exploration of the legal issues surrounding **BTC Core's actions**.

Conclusion

Under **CPR 1.1**, the court must ensure that the case is dealt with **justly** and **fairly**. **Bird & Bird LLP's attempts to obstruct the case** through procedural tactics violate this principle, as their actions are designed to prevent the court from addressing the legitimate legal questions raised by Dr Wright's claim.

c) CPR 32.1: Estoppel by Inconsistent Representations and BTC Core's Conduct

CPR 32.1 gives the court the power to control evidence, including the ability to exclude evidence that is **irrelevant**, **unfair**, or **inadmissible**. More importantly, in the context of **estoppel by representation**, a party cannot go back on its previous representations if others have relied on them to their detriment. **BTC Core developers** have made **inconsistent representations** regarding their adherence to the **Bitcoin White Paper**, leading to **public reliance** on the belief that BTC remained true to its original design.

- **Estoppel by Representation**: **BTC Core developers** publicly claimed that BTC adhered to the principles set out in the **Bitcoin White Paper**. These representations induced public reliance, as investors, developers, and users continued to engage with BTC under the assumption that it functioned as the original Bitcoin system. However, **BTC Core's actual changes** to the protocol, including the introduction of **SegWit** and **Taproot**, fundamentally altered Bitcoin's core features, rendering these representations false. Under the doctrine of **estoppel by representation**, **BTC Core developers** are **estopped** from now arguing that they have the right to make these changes, as they previously represented that BTC was consistent with Bitcoin's original protocol.
- **Inconsistent Conduct**: The conduct of **BTC Core developers** has been **inconsistent** and **misleading**. They presented BTC as a system that followed **Satoshi Nakamoto's vision**, while at the same time introducing changes that directly contradicted the promises of **immutability** and **decentralisation** made in the **White Paper**. The court has the power under **CPR 32.1** to examine these inconsistencies and determine that **BTC Core developers** are estopped from asserting that they had the right to alter Bitcoin's protocol.

Conclusion

Under **CPR 32.1**, the court has the power to prevent **BTC Core developers** from presenting evidence that contradicts their earlier representations about BTC's adherence to the **Bitcoin White Paper**. The doctrine of **estoppel by representation** prevents **BTC Core** from arguing that they had the right to make protocol changes, as their previous statements induced **public reliance** on the system's immutability.

d) Application of Civil Procedure Rules to BTC Core's Actions and Dr Wright's Claim

The **Civil Procedure Rules (CPR)** provide a framework that governs how the court manages cases and ensures that parties act fairly, transparently, and in accordance with established legal principles. In the context of **Dr Wright's claim**, several key rules apply to both the **misrepresentation** by **BTC Core developers** and the procedural tactics used by **Bird & Bird LLP** to avoid scrutiny of these issues.

- **CPR 3.4 and Grounds for the Claim**: Dr Wright's claim is grounded in substantive legal principles, including **misrepresentation**, **breach of fiduciary duty**, and **promissory estoppel**. **Bird & Bird LLP's attempts** to strike out the claim under **CPR 3.4** are baseless, as the claim raises legitimate legal issues that require proper adjudication. The court should recognise that Dr Wright's claim is not an abuse of process but an attempt to address the **harm caused by BTC Core's actions**.
- **CPR 1.1 and Obstruction of Justice**: **Bird & Bird LLP's procedural tactics** are designed to obstruct the **just disposal** of the case. By threatening groundless contempt claims or seeking to delay the proceedings, they are acting contrary to the **overriding objective** of **CPR 1.1**, which mandates that cases be dealt with **justly** and **proportionately**. The court should ensure that both parties have an equal opportunity to present their case and that the **merits of Dr Wright's claim** are fully examined.
- **CPR 32.1 and Estoppel by Representation**: **BTC Core's conduct**, including their inconsistent representations about BTC's adherence to the **Bitcoin White Paper**, triggers the doctrine of **estoppel by representation**. The court, under **CPR 32.1**, has the authority to prevent **BTC Core developers** from advancing claims that contradict their prior representations. The **public reliance** on these representations, and the **damage caused by BTC Core's protocol changes**, should form a central part of the court's analysis.

Conclusion

The application of the **Civil Procedure Rules** supports **Dr Wright's claim** and provides a legal framework for addressing the **misrepresentation** and **breach of trust** committed by **BTC Core developers**. **Bird & Bird LLP's procedural tactics** should be viewed as an attempt to obstruct justice, while **BTC Core developers** should be held accountable for their inconsistent representations under the doctrine of **estoppel**.

Final Conclusion

The **Civil Procedure Rules (CPR)** provide a strong basis for **Dr Wright's claim** and ensure that the court can address the **misrepresentation**, **breach of fiduciary duty**, and **procedural tactics** employed by **BTC Core developers** and **Bird & Bird LLP**. Under **CPR 3.4**, Dr Wright's claim is grounded in legitimate legal issues, and under **CPR 32.1**, the doctrine of **estoppel by representation** prevents **BTC Core developers** from contradicting their previous

claims about BTC's adherence to the **Bitcoin White Paper**. **Bird & Bird LLP's tactics** to delay or dismiss the case violate the **overriding objective** of the CPR, and the court should ensure that the issues raised in Dr Wright's claim are fully adjudicated.

12. Allegations of Abuse of Process and Collateral Attack

a) Distinguishing Dr Wright's New Claim from Previous Litigation

One of the key accusations raised by **Bird & Bird LLP** is that **Dr Wright's New Claim** constitutes an **abuse of process**, alleging that it seeks to re-litigate matters previously adjudicated in **COPA v Wright**. However, this argument is fundamentally flawed. Dr Wright's **New Claim** is based on **distinct legal issues** that have not been addressed in prior litigation, specifically focusing on the **misrepresentation** by **BTC Core developers** and the **unauthorised changes** made to the Bitcoin protocol following the introduction of **SegWit** and **Taproot**.

- **Distinct Legal Grounds**: The **New Claim** brought by Dr Wright centres on the changes made by **BTC Core** post-split, including the implementation of **SegWit** and **Taproot**, which fundamentally altered Bitcoin's core principles and functionality. These changes were not part of the prior litigation in **COPA v Wright**, which focused on questions of **intellectual property ownership** and the **authorship of the Bitcoin White Paper**. Dr Wright's **New Claim** does not seek to re-litigate the question of authorship but rather addresses the **misrepresentation** of BTC as the original Bitcoin system and the **breach of public trust** caused by BTC Core's protocol changes.
- **Post-Split Actions of BTC Core**: The New Claim is directly related to **BTC Core's post-split actions**, specifically their decision to alter the Bitcoin protocol in ways that violated the original promises of **immutability** and **pseudonymous traceability**. These actions took place after the protocol split and were not part of the subject matter in **COPA v Wright**. As such, the **New Claim** raises new legal issues that have not been addressed by the courts and cannot be considered an attempt to re-litigate past findings.

Conclusion

Dr Wright's New Claim is based on **new legal issues** relating to the **post-split actions** of **BTC Core developers** and their misrepresentation of the Bitcoin protocol. It does not seek to

re-litigate matters from **COPA v Wright**, and therefore cannot be considered an abuse of process.

b) Henderson v Henderson and the Principle of Abuse of Process

The doctrine of **abuse of process**, as established in **Henderson v Henderson (1843) 3 Hare 100**, prevents parties from raising claims in later proceedings that **could and should have been** addressed in earlier litigation. This principle ensures that legal matters are dealt with efficiently and that parties do not bring successive claims to harass the opposing side or undermine the finality of judgments.

- **Application of Henderson v Henderson**: In the case of **Henderson v Henderson**, the court held that parties must bring forward all relevant claims and arguments in one proceeding, rather than attempting to bring **separate claims** that could have been addressed earlier. **Bird & Bird LLP** may attempt to argue that **Dr Wright's New Claim** falls under this doctrine, suggesting that it is an attempt to re-litigate issues from **COPA v Wright**. However, this argument is flawed for two reasons:
    1. The issues raised in the **New Claim** are **new** and could not have been addressed in **COPA v Wright** because they concern the **misrepresentation** of Bitcoin by **BTC Core developers** and their **post-split actions** as taken by a party who is not Satoshi Nakamoto.
    2. The **New Claim** does not seek to challenge the findings of **COPA v Wright**, but instead focuses on the **unauthorised changes** made to the protocol and the harm caused by BTC Core's misrepresentation of BTC as adhering to the **Bitcoin White Paper**. This instance, it is addressed as a consequence of the change to the system that has resulted in loss and damage to those relying on the promise of immutability.
- **Limitations of Henderson v Henderson**: The doctrine of **abuse of process** is not absolute and does not apply where the **facts of the case** or the **legal grounds** of the claim are distinct from those raised in previous litigation. In **Johnson v Gore Wood & Co [2000] UKHL 65**, the House of Lords confirmed that **abuse of process** does not apply where the claims raised in later proceedings involve **new issues** or could not reasonably have been brought in earlier proceedings. Dr Wright's **New Claim** is based on the actions

taken by **BTC Core** after the protocol split and their **misrepresentation** of Bitcoin, making it a **new legal matter** that falls outside the scope of **Henderson v Henderson**.

Conclusion

The principle of **abuse of process** as outlined in **Henderson v Henderson** does not apply to **Dr Wright's New Claim**, as the issues raised involve the **post-split actions** of **BTC Core developers** and their misrepresentation of Bitcoin. These are **new issues** that could not have been addressed in **COPA v Wright**, and therefore the claim is not an abuse of process.

c) No Collateral Attack on COPA v Wright Findings

A **collateral attack** refers to an attempt to undermine or re-litigate the findings of a previous court decision in a separate legal proceeding. **Bird & Bird LLP** may argue that **Dr Wright's New Claim** constitutes a **collateral attack** on the findings in **COPA v Wright**, but this argument is **misplaced**. The **New Claim** does not challenge the findings related to the **authorship** of the Bitcoin White Paper or **intellectual property ownership**—those issues were central to the COPA litigation and have already been decided.

- **Focus on Misrepresentation and Post-Split Actions**: The **New Claim** focuses on **BTC Core's misrepresentation** of Bitcoin as adhering to the original protocol and the **unauthorised changes** made to the system after the split. It does not seek to revisit the issues of **Satoshi Nakamoto's identity** or the authorship of the White Paper. Instead, it addresses how **BTC Core developers**, after assuming control of BTC, altered the protocol in ways that contradict the promises made in the **White Paper**. Therefore, the claim is not a **collateral attack** on the findings of **COPA v Wright**, but rather a distinct legal action concerning the **misrepresentation** and breach of **public trust** by BTC Core.
- **Clear Separation of Issues**: The issues raised in the **New Claim** are fundamentally different from those adjudicated in **COPA v Wright**. While the COPA litigation dealt with the question of **authorship** and **ownership of intellectual property**, the **New Claim** is about the **misrepresentation** of BTC as the original Bitcoin and the harm caused by the **unauthorised protocol changes** introduced by BTC Core developers. There is no overlap between the legal grounds of the **New Claim** and the findings in **COPA v Wright**, making it clear that no **collateral attack** is being made.

Conclusion

Dr Wright's New Claim is not a **collateral attack** on the findings of **COPA v Wright**. It raises **new issues** related to the **post-split actions** of **BTC Core developers** and their **misrepresentation** of Bitcoin, and does not challenge the earlier findings on the authorship of the Bitcoin White Paper or intellectual property ownership.

d) The New Claim's Focus on BTC Core's Misrepresentation and Post-Split Actions

The central focus of **Dr Wright's New Claim** is on the **misrepresentation** by **BTC Core developers** and their actions following the protocol split. After taking control of BTC, **BTC Core developers** made significant changes to the protocol, including the introduction of **SegWit** and **Taproot**, which altered Bitcoin's core functionality. Despite these changes, BTC Core continued to represent BTC as adhering to the **Bitcoin White Paper** and the promises made by **Satoshi Nakamoto**. This misrepresentation has caused significant harm to **public trust** in Bitcoin and the **goodwill** associated with its original design.

- **BTC Core's Misrepresentation**: The **New Claim** highlights how **BTC Core developers** misrepresented BTC as the same Bitcoin system described in the **Bitcoin White Paper**, despite having made fundamental changes to the protocol. These changes have moved BTC away from the original vision of a **pseudonymous, transparent, and immutable system** designed for **small casual transactions**. The claim asserts that BTC Core's actions constituted **passing off**, as they falsely presented their altered system as the original Bitcoin.
- **Focus on Post-Split Actions**: The **New Claim** is specifically concerned with the actions taken by **BTC Core developers** after the protocol split. These actions include the introduction of **SegWit** and **Taproot**, which fundamentally altered the structure of Bitcoin transactions and the transparency of the blockchain. The claim asserts that these changes breached the promises made in the **Bitcoin White Paper** and violated the public trust placed in Bitcoin's **immutability** and **decentralised governance**.
- **Harm to Investors and Users**: The **New Claim** also addresses the **harm caused** to users, investors, and developers who relied on Bitcoin's original design when making long-term investments and building infrastructure around the system. The misrepresentation by **BTC Core** has caused financial harm to these stakeholders, who

were led to believe that BTC adhered to the **principles of immutability** and **decentralisation** set out by **Satoshi Nakamoto**.

Conclusion

The **New Claim** is focused on the **misrepresentation** by **BTC Core developers** and their **post-split actions**, which altered the Bitcoin protocol in ways that violated the **promises made in the Bitcoin White Paper**. The claim raises **new legal issues** that have not been previously litigated, and it seeks to address the harm caused by BTC Core's **unauthorised changes** and their **breach of public trust**.

Final Conclusion

The allegations of **abuse of process** and **collateral attack** made by **Bird & Bird LLP** are without merit. **Dr Wright's New Claim** raises **new legal issues** related to the **misrepresentation** by **BTC Core developers** and their **post-split actions** in altering the Bitcoin protocol. These issues are distinct from those addressed in **COPA v Wright** and cannot be considered an attempt to re-litigate past findings. The **New Claim** is focused on holding **BTC Core** accountable for their **misrepresentation** of BTC as the original Bitcoin and the harm caused by their **unauthorised protocol changes**.

13. Consumer Protection Laws and Misrepresentation

a) Application of Consumer Protection Laws to BTC Core's Actions

Consumer protection laws are designed to prevent businesses and organisations from engaging in misleading or deceptive conduct that could cause harm to the public. In the UK, the **Consumer Protection from Unfair Trading Regulations 2008** (CPRs) implement the **EU Unfair Commercial Practices Directive (2005/29/EC)** and provide protections against unfair commercial practices, including **misleading actions** and **omissions**. These laws apply to **BTC Core's actions** in representing **BTC** as the original **Bitcoin**, when in fact **BTC Core developers** have made significant changes to the protocol that deviate from the **Bitcoin White Paper**.

- **Regulation 5 of the CPRs** prohibits **misleading actions** that deceive or are likely to deceive the average consumer, leading them to make a transactional decision they would

not otherwise have made. **BTC Core developers** have repeatedly stated that **BTC** adheres to the principles laid out in the **Bitcoin White Paper**, despite introducing significant protocol changes that have altered Bitcoin's functionality. These representations have deceived consumers, leading them to engage with BTC under the false belief that it remains the same system described by **Satoshi Nakamoto**.

- **Regulation 6 of the CPRs** addresses **misleading omissions**, where material information is hidden or omitted, leading consumers to be misled. **BTC Core developers** have not fully disclosed the implications of changes such as **SegWit** and **Taproot**, which have altered the **traceability**, **scalability**, and **transaction structure** of Bitcoin. These omissions have prevented consumers from making fully informed decisions about the nature of the system they are engaging with.

Conclusion

The **Consumer Protection from Unfair Trading Regulations 2008** apply to **BTC Core's actions**, as their representations of BTC as the original **Bitcoin** mislead consumers and omit material information about the protocol changes that have altered Bitcoin's core features. **BTC Core developers** are therefore in breach of consumer protection laws by failing to accurately represent the current nature of the system.

b) The Deceptive Nature of BTC Core's Representations of BTC as Bitcoin

The **misrepresentation** by **BTC Core developers** centres on their continued claim that **BTC** adheres to the **Bitcoin White Paper**, despite having made substantial changes to the protocol that undermine Bitcoin's **core principles**. This deceptive conduct has created confusion among the public, leading consumers, developers, and investors to believe that BTC is the same **immutable, decentralised system** originally designed by **Satoshi Nakamoto**.

- **Misleading Representations**: **BTC Core developers** have portrayed BTC as adhering to the **original vision** of Bitcoin, stating that their version of Bitcoin remains faithful to the promises of **decentralisation**, **traceability**, and the ability to facilitate **small casual transactions**. In reality, changes such as **SegWit** and **Taproot** have altered Bitcoin's core functionality, moving it towards **anonymity** and away from **pseudonymous**

traceability. These representations are misleading because they fail to acknowledge the fundamental changes that have been made to the system.

- **False Assertions of Adherence to the White Paper**: The **Bitcoin White Paper** described a system that was designed to be **transparent**, with all transactions recorded on a **traceable public ledger**. However, **BTC Core's protocol changes** have reduced the transparency of the system and compromised the original design. By continuing to assert that **BTC adheres to the White Paper**, **BTC Core developers** are engaging in **deceptive marketing practices**, which are likely to mislead consumers about the true nature of the system they are using or investing in.

Conclusion

BTC Core's representations of **BTC** as adhering to the **Bitcoin White Paper** are **deceptive** and constitute **misleading conduct** under consumer protection laws. These representations create a false impression of BTC's functionality and adherence to Bitcoin's original principles, leading consumers to engage with BTC based on inaccurate information.

c) Harm to Consumers and Investors from BTC Core's Misleading Conduct

The **misleading representations** made by **BTC Core developers** have caused significant **harm** to consumers, investors, and developers who relied on the belief that **BTC** remained faithful to the original **Bitcoin White Paper**. These stakeholders have made **transactional decisions** and long-term investments based on the false assumption that BTC still functions as the **immutable, decentralised system** that **Satoshi Nakamoto** originally designed.

- **Financial Harm to Investors**: Many investors engaged with BTC based on the belief that it would continue to function as a **transparent, traceable system**, capable of handling **small casual transactions** at low cost. However, the introduction of **SegWit** and **Taproot** has increased **transaction fees** and reduced **traceability**, making BTC less suitable for **everyday transactions** and less transparent than originally promised. Investors who relied on BTC's original design have suffered **financial harm** as a result of these changes, as they have seen their investments tied to a system that no longer aligns with its original value proposition.

- **Harm to Developers and Businesses**: Developers and businesses that built infrastructure around Bitcoin's original protocol have also been harmed by **BTC Core's misleading conduct**. By falsely representing BTC as adhering to the original protocol, **BTC Core developers** have led developers and businesses to invest in infrastructure that is no longer fully compatible with the altered protocol. These stakeholders have incurred **significant costs** in adapting to a system that no longer operates in the way it was originally intended, causing **economic damage** and undermining their trust in the system.
- **Confusion Among Consumers**: The **public trust** in Bitcoin was built on its promises of **immutability**, **pseudonymous traceability**, and low-cost **peer-to-peer transactions**. **BTC Core's misrepresentations** have confused consumers, who were led to believe that BTC remains consistent with these promises. This confusion has caused consumers to engage with BTC under the mistaken belief that it is still the original Bitcoin system, leading to **financial losses** and **misinformed decisions**.

Conclusion

BTC Core's misleading conduct has caused **financial harm** to investors, developers, and consumers who relied on the **misrepresentation** that BTC adheres to the **Bitcoin White Paper**. This harm has resulted in **economic losses** and **confusion** among those who believed that BTC would remain consistent with Bitcoin's original design.

d) Legal Framework for Holding BTC Core Accountable Under Consumer Protection Laws

The **Consumer Protection from Unfair Trading Regulations 2008** provide a clear **legal framework** for holding **BTC Core developers** accountable for their **misleading conduct**. These regulations prohibit businesses from engaging in **misleading actions** or **omissions** that are likely to deceive consumers, leading them to make **transactional decisions** they would not otherwise have made. Under this framework, **BTC Core developers** can be held accountable for their **misrepresentation** of BTC as the original Bitcoin and for failing to disclose the full impact of the protocol changes they introduced.

- **Regulation 5: Misleading Actions**: Under **Regulation 5**, a commercial practice is misleading if it contains false information or deceives consumers about the **nature**, **characteristics**, or **functionality** of a product. **BTC Core's representations** of BTC as adhering to the **Bitcoin White Paper** are misleading, as the changes introduced through **SegWit** and **Taproot** have fundamentally altered the system's characteristics. **BTC Core developers** can be held accountable for these misleading actions, as they have deceived consumers into believing that BTC remains the same system described in the White Paper.
- **Regulation 6: Misleading Omissions**: **BTC Core developers** can also be held accountable for **misleading omissions** under **Regulation 6**, which occurs when a business fails to provide material information needed by consumers to make an informed decision. By failing to disclose the full impact of **SegWit** and **Taproot**—such as the shift towards **anonymity** and the increased **transaction fees**—**BTC Core developers** have misled consumers into engaging with a system that no longer functions as originally promised.
- **Remedies for Consumers and Investors**: Under the **Consumer Protection from Unfair Trading Regulations 2008**, consumers and investors harmed by **BTC Core's misleading conduct** are entitled to seek remedies, including **damages** for financial losses and **injunctive relief** to prevent further misrepresentation. The court has the authority to hold **BTC Core developers** accountable for their deceptive actions and to ensure that consumers are compensated for the harm they have suffered.

Conclusion

The **Consumer Protection from Unfair Trading Regulations 2008** provide a robust **legal framework** for holding **BTC Core developers** accountable for their **misleading actions** and **omissions**. **BTC Core's representations** of BTC as adhering to the **Bitcoin White Paper** have deceived consumers, investors, and developers, causing significant **financial harm** and **misinformed decisions**. Under these regulations, **BTC Core developers** can be required to compensate those who have been harmed and to cease their deceptive conduct.

Final Conclusion

The **misrepresentation** by **BTC Core developers** that **BTC** adheres to the **Bitcoin White Paper** constitutes a breach of **consumer protection laws**, specifically the **Consumer Protection from Unfair Trading Regulations 2008**. **BTC Core's misleading actions** and omissions have caused **financial harm** to consumers, investors, and developers who relied on false representations about the system's **immutability** and **traceability**. The **legal framework** provided by consumer protection laws allows for **remedies** to be sought against **BTC Core developers** for their deceptive conduct, ensuring that those harmed by their misrepresentation are compensated and that further misleading actions are prevented. **Dr Wright's claim** seeks to address these harms and hold **BTC Core developers** accountable for the damage caused by their **misleading conduct**.

14. Bird & Bird LLP's Threatening Behaviour and Misuse of Process

a) Examination of Bird & Bird LLP's Tactics in the Context of Civil Procedure

Bird & Bird LLP has adopted a range of aggressive procedural tactics aimed at **undermining Dr Wright's claim** and preventing the court from conducting a full and fair examination of the issues surrounding **BTC Core's misrepresentation**. These tactics include the misuse of **contempt proceedings**, **applications to strike out the claim**, and other procedural mechanisms designed to stifle the progress of the case. Such tactics go beyond the legitimate use of the **Civil Procedure Rules (CPR)** and veer into an attempt to obstruct justice through **intimidation** and **legal manoeuvring**.

- **Groundless Threats of Contempt Proceedings**: The threat of **contempt of court** is a serious legal issue, and to invoke it without proper grounds undermines the judicial process. **Bird & Bird LLP's threat** of initiating contempt proceedings appears to be a **tactical manoeuvre** intended to coerce Dr Wright into withdrawing or altering his claim. This is not an appropriate use of legal remedies, which are designed to address actual breaches of court orders, not to **intimidate litigants**.
- **Procedural Tactics to Strike Out the Claim**: By pursuing applications to strike out Dr Wright's claim under **CPR 3.4**, **Bird & Bird LLP** is seeking to falsely dismiss the case on technical grounds without allowing a substantive examination of the facts. This tactic appears to be an attempt to **avoid public scrutiny** of the **unauthorised changes** made by

BTC Core developers to the Bitcoin protocol. Such behaviour, if unchecked, risks preventing legitimate claims from being heard, especially when they involve complex issues of **misrepresentation** and **public trust**.

Conclusion

Bird & Bird LLP's tactics exploit the **Civil Procedure Rules** to intimidate Dr Wright and stifle a legitimate legal claim. These actions are designed to delay or dismiss the case on procedural grounds rather than addressing the core issues of **BTC Core's misrepresentation**.

b) How Bird & Bird LLP's Actions Obstruct Fair Legal Scrutiny of BTC Core

One of the core principles of civil litigation is the fair and transparent examination of the facts and legal issues at hand. **Bird & Bird LLP's conduct**, however, is designed to prevent the court from conducting such scrutiny, particularly in relation to **BTC Core's misrepresentation** of Bitcoin. The firm's use of **procedural mechanisms** to prevent the case from proceeding undermines the court's ability to consider the substantive legal issues that are central to Dr Wright's claim.

- **Undermining Legal Scrutiny**: By focusing on technical applications to strike out the claim, **Bird & Bird LLP** is actively avoiding engagement with the **substance of Dr Wright's case**—namely, the **unauthorised protocol changes** made by **BTC Core developers** and the **misrepresentation** of BTC as the original Bitcoin. This obstructs the court's ability to fairly assess the harm caused by these changes and the extent of the **misrepresentation** that has affected users, developers, and investors.
- **Avoiding Accountability**: The actions of **BTC Core developers** in altering Bitcoin's protocol without community consent or transparency raise serious legal questions about **fiduciary duty**, **misrepresentation**, and **good faith**. **Bird & Bird LLP's procedural tactics** are designed to avoid confronting these questions, allowing their clients to escape accountability for **violating the original promises** of Bitcoin's **immutability**. Such tactics not only undermine Dr Wright's claim but also weaken the public's trust in the fairness of the legal system.

Conclusion

Bird & Bird LLP's actions obstruct the court's ability to scrutinise the **misrepresentation** by **BTC Core developers**. By focusing on procedural dismissal rather than engaging with the substantive legal issues, Bird & Bird LLP is obstructing **fair legal scrutiny** and preventing the court from addressing the harm caused by the **protocol changes**.

c) Misuse of Process to Silence Legitimate Claims

The **misuse of process** occurs when legal procedures are exploited not for their intended purpose, but to delay, intimidate, or prevent legitimate claims from being heard. **Bird & Bird LLP's behaviour** in this case clearly reflects a misuse of the legal process, as their actions are aimed at **silencing Dr Wright's legitimate legal claims** rather than addressing them through proper legal argument and evidence.

- **Silencing Through Intimidation**: The use of **threatening legal action**, such as the unjustified threat of contempt proceedings, is a clear attempt to intimidate Dr Wright into abandoning his claim. These threats are not based on **substantive legal grounds** but are intended to exert pressure on Dr Wright by creating a **hostile legal environment**. This tactic undermines the principle of **access to justice**, which is central to the fair operation of the civil litigation process.
- **Stifling Legitimate Claims**: **Bird & Bird LLP's efforts** to strike out the claim and avoid dealing with the core issues of **BTC Core's misrepresentation** amount to a deliberate attempt to stifle a **legitimate legal claim**. The claim raises serious questions about the actions of **BTC Core developers** and the harm caused to users, investors, and developers. By seeking to dismiss the case on procedural grounds, **Bird & Bird LLP** is attempting to prevent these issues from being properly aired and adjudicated by the court.

Conclusion

The actions of **Bird & Bird LLP** reflect a **misuse of process**, as they are designed to silence Dr Wright's legitimate claim through **intimidation** and **procedural delays**. Their approach stifles the **proper adjudication** of serious legal questions surrounding **BTC Core's misrepresentation**.

d) Professional Conduct Considerations Regarding Bird & Bird LLP's Behaviour

The **Solicitors Regulation Authority (SRA) Code of Conduct** requires solicitors to act with **integrity**, uphold the rule of law, and avoid actions that would undermine the administration of justice. **Bird & Bird LLP's conduct** in this matter raises significant concerns about their adherence to these professional standards, particularly in their use of **threats of contempt** and their aggressive procedural tactics to dismiss Dr Wright's claim.

- **Breach of Professional Integrity**: Under the **SRA Code of Conduct**, solicitors must not mislead the court or use their position to unfairly pressure opposing parties. The **threat of contempt proceedings**, which appears to have no substantive legal basis, may amount to a breach of these professional obligations. **Bird & Bird LLP's conduct** reflects an attempt to use legal threats as a means of **intimidation**, rather than addressing the issues in a fair and transparent manner.
- **Undermining Public Confidence in the Legal System**: Solicitors have a duty to uphold public confidence in the **legal profession** and the **judicial system**. The use of **procedural tactics** to avoid substantive legal scrutiny, combined with **threats of contempt**, undermines public trust in the fairness and integrity of the legal process. Such actions suggest that **Bird & Bird LLP** is more concerned with avoiding accountability for their client's conduct than ensuring that justice is served.
- **Potential Breach of the SRA Code of Conduct**: **Bird & Bird LLP's behaviour** may constitute a breach of the **SRA Code of Conduct**, which requires solicitors to act in a way that promotes the fair administration of justice. Their use of **intimidation tactics** and procedural manoeuvres designed to dismiss a legitimate claim may lead to professional sanctions or disciplinary action if found to violate the ethical standards set out by the SRA.

Conclusion

Bird & Bird LLP's conduct raises significant concerns regarding **professional ethics** and their obligations under the **SRA Code of Conduct**. Their use of **threats** and **procedural tactics** to silence a legitimate legal claim undermines the **integrity of the legal profession** and risks disciplinary action for failing to act in a manner consistent with their ethical responsibilities.

Final Conclusion

Bird & Bird LLP's behaviour in threatening **contempt proceedings**, filing procedural applications to dismiss the claim, and attempting to intimidate Dr Wright amounts to a clear **misuse of process**. These tactics are designed to silence a legitimate legal claim and prevent the court from conducting a **full examination** of the issues surrounding **BTC Core's misrepresentation** of Bitcoin. Furthermore, **Bird & Bird LLP's conduct** raises serious questions about **professional ethics**, as their actions appear to breach the **SRA Code of Conduct** by undermining the fair administration of justice and using intimidation to avoid accountability. Dr Wright's claim should be allowed to proceed, and **Bird & Bird LLP's tactics** should be recognised as an attempt to **obstruct justice** and prevent the proper legal scrutiny of their client's actions.

15. Application of Promissory Estoppel in the Context of Bitcoin's Creation

Introduction

The defendant's legal argument is grounded in the doctrine of **promissory estoppel** as it applies to the defendant's involvement in the creation of Bitcoin, specifically during the early stages of development. The defendant is not asserting ownership of Bitcoin or claiming to be **Satoshi Nakamoto**, but is instead relying on **promissory estoppel** based on statements made by **Satoshi Nakamoto** during the formative period of Bitcoin.

1. Promissory Estoppel and the Representations by Satoshi Nakamoto

The principle of **promissory estoppel**, as established in **Central London Property Trust Ltd v High Trees House Ltd [1947] KB 130**, protects a party who has relied on a clear promise or representation to their detriment. In this case, **Satoshi Nakamoto**, under the pseudonym, made a series of clear statements and representations, both in the **Bitcoin Announcement** on **31 October 2008** and in communications within the **Cryptography Mailing List**, about the development of a new electronic cash system.

1.1 The Representation

Satoshi Nakamoto, in publicly releasing the **Bitcoin White Paper** on **31 October 2008**, stated that the system was designed to be a peer-to-peer electronic cash system that would operate **without a trusted third party**. These representations were made to those directly

involved in the project, including the defendant, and suggested that those contributing to the development of the system would be entitled to benefit from Bitcoin's ongoing operation and protection of its core principles.

1.2 The Reliance

The defendant relied on these representations during the **early development of Bitcoin**, including contributing to the original version and extending the Bitcoin network. This reliance was material, as the defendant invested time, resources, and technical expertise in advancing the system in line with the promises made by **Satoshi Nakamoto**.

1.3 The Detriment

The detriment suffered by the defendant arises from the current misrepresentation of Bitcoin by the BTC developers, which undermines the original principles outlined by **Satoshi Nakamoto**. These changes, including alterations to the Bitcoin protocol and the misleading association of BTC with the original Bitcoin design, contradict the expectations set by the **promissory estoppel**.

2. Distinction from Authorship or Ownership Claims

It is crucial to emphasize that the defendant's reliance on **promissory estoppel** does not involve any claim to **authorship** of the Bitcoin White Paper or **ownership** of Bitcoin's intellectual property. The defendant's position is not one of asserting rights as **Satoshi Nakamoto**, but rather seeking the protection of the **original Bitcoin vision**, as represented by **Satoshi Nakamoto's promises**.

2.1 No Assertion of Ownership

The defendant does not claim ownership of Bitcoin or its related intellectual property. Instead, the focus is on the **contractual expectations** established by the promises made to those who participated in its development. **Promissory estoppel** ensures that the defendant's contributions are recognised and protected in accordance with the expectations set at the time.

2.2 No Assertion of Identity as Satoshi Nakamoto

The defendant is not asserting that he is **Satoshi Nakamoto**. The legal argument is grounded in **Satoshi Nakamoto's public statements**, which form the basis for the **estoppel**. The

issue at hand is not about proving identity but about enforcing the **reliance** on the promises made by **Satoshi Nakamoto** to protect the integrity of Bitcoin's original design.

3. Legal Precedent Supporting the Application of Promissory Estoppel

The doctrine of **promissory estoppel** has been widely applied in cases where one party relies on the assurances of another to their detriment. The case of **Crabb v Arun District Council [1976] Ch 179** is particularly relevant, as it illustrates how reliance on a clear promise can establish rights that are enforceable in equity, even when no formal contract exists.

In **Crabb**, the court held that a promise made by the council, which the claimant relied upon, prevented the council from acting in a way that contradicted that promise, despite the lack of formal contractual terms. Similarly, the defendant here has relied on the assurances made by **Satoshi Nakamoto**, and these representations should prevent the claimant from misrepresenting Bitcoin in a manner that contradicts the original vision and expectations set during its creation.

Conclusion

The defendant's claim is based on **promissory estoppel**, which arises from the clear representations made by **Satoshi Nakamoto** regarding the development and operation of Bitcoin. The defendant has relied on these representations to their detriment, contributing to Bitcoin's original development with the understanding that its core principles would remain intact. The defendant's reliance on **Satoshi Nakamoto's statements** gives rise to enforceable rights under **promissory estoppel**, independent of any claim to **authorship** or **ownership** of Bitcoin. Therefore, the claimant's actions in misrepresenting Bitcoin violate these expectations and the equitable principles that protect the defendant's reliance.

Conclusion

Summary of the Key Legal Issues Addressed

Throughout this response, several **critical legal issues** have been highlighted that pertain directly to **BTC Core's actions** and **Bird & Bird LLP's threatening behaviour**. Central to this dispute are the claims of **misrepresentation**, **breach of trust**, and **unauthorised protocol changes** made by **BTC Core developers**, which fundamentally altered Bitcoin's original principles. The **Civil Procedure Rules (CPR)** have been misused by **Bird & Bird LLP** to obstruct **Dr Wright's legitimate claims**, further attempting to avoid judicial scrutiny of the actions that have harmed the **goodwill**, **integrity**, and **reputation** of the original Bitcoin system. Additionally, BTC Core's continued misrepresentation of their altered system as the **original Bitcoin** constitutes both **passing off** and a **breach of public trust**.

Reaffirmation of Dr Wright's Legitimate Claims Against BTC Core

Dr Wright's claims are grounded in established legal principles including **promissory estoppel**, **misrepresentation**, and the **good faith duty** that **BTC Core developers** owed to the Bitcoin community. His claims are **legitimate**, particularly in light of BTC Core's actions that **undermine the immutability** and **decentralisation** promised in **Satoshi Nakamoto's White Paper**. These actions have caused real and quantifiable harm to **investors**, **developers**, and **users** who relied on the original promises made about the system. **BTC Core's unilateral protocol changes** and their continued **misrepresentation of BTC** as adhering to the White Paper despite substantial deviations necessitate judicial review and **redress**.

The Importance of Allowing Dr Wright's Claim to Proceed Without Obstruction

It is crucial that **Dr Wright's claim** proceeds without further **procedural obstruction** from **Bird & Bird LLP**. Their tactics are designed to delay and intimidate rather than to address the **substantive legal issues** raised by Dr Wright's claim. The **court's role** is to ensure that legitimate claims are given a **fair hearing**, and **Bird & Bird LLP's actions** should be viewed as a clear attempt to **obstruct justice**. The **misrepresentation by BTC Core** and the damage caused to Bitcoin's **goodwill** and **integrity** require thorough judicial scrutiny, and it is in the interests of justice that **Dr Wright's claim** is allowed to proceed.

CSW

Yours faithfully,

Dr. Craig Steven Wright

483 Green Lanes
London
N13 4BS
United Kingdom

Craig Steven Wright <craig@tuliptrading.net>

Injunctive relief sought by COPA

Eileen Brown <eileenb@amastra.co.uk> Mon, Sep 16, 2024 at 3:50 PM
To: Conrad Druzeta <conrad.druzeta@turicum.ag>, "craig@rcjbr.org" <Craig@rcjbr.org>, Craig Wright <craig@tuliptrading.net>

Hi Conrad,

Craig no longer tweets from the nChain created Twitter account https://x.com/Dr_CSWright. He now tweets from an account that only he has access to https://x.com/CsTominaga If you scroll down to messages that he posted earlier today he shared a WhatsApp screenshot where he explicitly waived privilege in a conversation with someone at Shoosmiths https://x.com/CsTominaga/status/1835469931376259253. There may be others, but I no longer closely monitor his account.

@Craig Wright <craig@tuliptrading.net> could you please clarify about the privilege issues Conrad mentions as you know I'm out of the loop now.

Regards,

Eileen Brown BSc. (Hons)

Lead Consultant, Amastra Media.

+44 7764 359 905

Amastra Limited (company number 06930568) is a company registered in England and Wales whose registered office is at 22 Friars Street, Sudbury. Suffolk C010 2AA

From: Conrad Druzeta <conrad.druzeta@turicum.ag>
Sent: 16 September 2024 13:25
To: Eileen Brown <eileenb@amastra.co.uk>
Subject: RE: Injunctive relief sought by COPA

Eileen,

Shoosmiths have reported Craig is tweeting privileged information and private WhatsApps. Do you know what is going on? Can you send me an example?

From: Eileen Brown <eileenb@amastra.co.uk>
Sent: Friday, July 19, 2024 10:29 AM
To: Conrad Druzeta <conrad.druzeta@turicum.ag>
Subject: Re: Injunctive relief sought by COPA

OK, thanks for letting me know know. Copa hasn't prevented him tweeting, and his twitter feed contains the correct text as mandated.

I'll await any further instructions from you.

Eileen Brown BSc. (Hons)
Lead Consultant, Amastra media marketing.
+44 7764 359 905
Web | Twitter | LinkedIn | Author of Working the Crowd: Social Media Marketing for Business and Digital Marketer
Liveryman of the Information Technologists Company, Founder of Connecting Women in Technology

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From: Conrad Druzeta <conrad.druzeta@turicum.ag>
Sent: Friday, July 19, 2024 2:47:30 PM
To: Eileen Brown <eileenb@amastra.co.uk>
Subject: RE: Injunctive relief sought by COPA

We might as well leave it as taking it down will cause more attention. Lets see what happens.

From: Eileen Brown <eileenb@amastra.co.uk>
Sent: Friday, July 19, 2024 8:41 AM
To: Conrad Druzeta <conrad.druzeta@turicum.ag>
Subject: Re: Injunctive relief sought by COPA

Sorry,

Sending from my Amastra account. Please let me know if you want me to delete it..

Eileen Brown BSc. (Hons)
Lead Consultant, Amastra media marketing.
+44 7764 359 905
Web | Twitter | LinkedIn | Author of Working the Crowd: Social Media Marketing for Business and Digital Marketer
Liveryman of the Information Technologists Company, Founder of Connecting Women in Technology

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From: Conrad Druzeta <conrad.druzeta@turicum.ag>
Sent: Friday, July 19, 2024 12:07:32 PM
To: Eileen Brown <eileenb@amastra.co.uk>
Subject: FW: Injunctive relief sought by COPA

Eileen,

Please run any tweets by me. I don't know if this one will cause a problem.

From: Craig Wright <craig@tuliptrading.net>
Sent: Friday, July 19, 2024 6:55 AM
To: Jon Beresford <JBeresford@harcusparker.co.uk>
Cc: Craig Wright <craig@rcjbr.org>; Conrad Druzeta <conrad.druzeta@turicum.ag>; Olivier Altmeyer <OAltmeyer@harcusparker.co.uk>; Molly Windsor <MWindsor@harcusparker.co.uk>
Subject: Re: Injunctive relief sought by COPA

Oh.

[Quoted text hidden]
[Quoted text hidden]

[Quoted text hidden]

x.com/CsTominaga

S Tominaga

5,451 posts

Edit profile

S Tominaga

@CsTominaga

The real Craig Wright.
Now you know my account... not what others use

Education · Japan · Joined September 2022

36 Following **4,202** Followers

Posts | Replies | Highlights | Articles | Media | Likes

Craig Steven Wright <craig@tuliptrading.net>

Injunctive relief sought by COPA

Craig Wright <craig@tuliptrading.net> Fri, Jul 19, 2024 at 11:54 AM
To: Jon Beresford <JBeresford@harcusparker.co.uk>
Cc: Craig Wright <craig@rcjbr.org>, Conrad Druzeta <conrad.druzeta@turicum.ag>, Olivier Altmeyer <OAltmeyer@harcusparker.co.uk>, Molly Windsor <MWindsor@harcusparker.co.uk>

Oh.
@DrCraig Wright is not my account.

I do keep saying this. I don't run it, or the website.

I assume no responsibility for these.

Craig
[Quoted text hidden]

Craig Steven Wright <craig@tuliptrading.net>

Injunctive relief sought by COPA

Craig Wright <craig@tuliptrading.net> Fri, Jul 19, 2024 at 12:27 PM
To: Jon Beresford <JBeresford@harcusparker.co.uk>
Cc: Craig Wright <craig@rcjbr.org>, Conrad Druzeta <conrad.druzeta@turicum.ag>, Olivier Altmeyer <OAltmeyer@harcusparker.co.uk>, Molly Windsor <MWindsor@harcusparker.co.uk>

Understand,

These companies also don't run the account.

Craig

On Fri, 19 Jul 2024, 18:01 Jon Beresford, <JBeresford@harcusparker.co.uk> wrote:

> Thanks, Craig.
>
> Yes, I understand that, but as the injunctions have been made against you, and the WII companies and TTL, it is incumbent on me to pass on this sort of thing both to you and to Conrad.
>
> Jon
>
> ---
>
> **From:** Craig Wright <craig@tuliptrading.net>
> **Sent:** Friday, July 19, 2024 11:55 AM
> **To:** Jon Beresford <JBeresford@harcusparker.co.uk>
> **Cc:** Craig Wright <craig@rcjbr.org>; Conrad Druzeta <conrad.druzeta@turicum.ag>; Olivier Altmeyer <OAltmeyer@harcusparker.co.uk>; Molly Windsor <MWindsor@harcusparker.co.uk>
> **Subject:** Re: Injunctive relief sought by COPA
>
> This email originated from outside the Firm.
>
> Oh.
>
> @DrCraig Wright is not my account.
>
> I do keep saying this. I don't run it, or the website.
>
> I assume no responsibility for these.
>
> Craig
>
> On Fri, 19 Jul 2024, 17:52 Craig Wright, <craig@tuliptrading.net> wrote:
>
> > A tweet on that account has limited characters.

The message is too long for a tweet.

I am finalising the appeal application.

Craig

On Fri, 19 Jul 2024, 17:47 Jon Beresford, <JBeresford@harcusparker.co.uk> wrote:

> Dear both
>
> I attach the order Mellor J has made, as served earlier by Bird & Bird.
>
> I have seen that the notice set out at the annex to the order has been applied to the craigwright.net website and the @Dr_CSWright X/Twitter account. In relation to the latter, I note that a post was made a couple of hours ago in the following terms:
>
> "See craigwright.net. This is a requirement until I appeal the decision."
>
> I can see that COPA might take issue with this, in the sense that the requirement stems from Mellor J's decision following the form of order hearing and the making of an application for permission to appeal, as opposed to the success of any appeal, will not affect the requirement to publish the notice for the required six-month period.
>
> It seems to me that there are a couple of options here: (i) do nothing and see whether we hear from Bird & Bird, and if we do decide what to do then; or (ii) delete the post and, if Craig wishes to refer to an appeal, repost the tweet of 20 May, although if today's tweet is deleted this will appear immediately below the pinned tweet in any event.
>
> Jon

Jon Beresford
Partner

Harcus Parker Limited
7th Floor, Melbourne House
44-46 Aldwych
London WC2B 4LL

Tel +44 (0) 20 3398 8300
DDI +44 (0) 20 3398 8366
www.harcusparker.co.uk

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---------- Forwarded message ----------
From: William Wortley <William.Wortley@twobirds.com>
To: HarcusCSW <HarcusCSW@harcusparker.co.uk>, "craig@tuliptrading.net" <craig@tuliptrading.net>, "craig@rcjbr.org" <craig@rcjbr.org>, "c.wright@nchain.com" <c.wright@nchain.com>, "craig.steven.wright@gmail.com" <craig.steven.wright@gmail.com>, "tuliptradinglitigation@shoosmiths.com" <tuliptradinglitigation@shoosmiths.com>
Cc: "#CRYOP-Legal" <#CRYOP-Legal@twobirds.com>, "macsbitcoin@macfarlanes.com" <macsbitcoin@macfarlanes.com>, "AO_Coinbase@AllenOvery.com" <AO_Coinbase@allenovery.com>, "timothy.elliss@enyolaw.com" <timothy.elliss@enyolaw.com>, "amy.spencer@enyolaw.com" <Amy.Spencer@enyolaw.com>, Krupa Vekaria <Krupa.Vekaria@enyolaw.com>, "groupcswdatabaseclaim@osborneclarke.com" <groupcswdatabaseclaim@osborneclarke.com>, "1437LMGB1CIAGroup@eip.com" <1437LMGB1CIAGroup@eip.com>, "civil@brettwilson.co.uk" <civil@brettwilson.co.uk>, "eatherton@eip.com" <eatherton@eip.com>, "florence.sandberg@cyklaw.com" <florence.sandberg@cyklaw.com>, "Sacranie, Mohamed:LT (LN)" <mohamed.sacranie@aoshearman.com>, "sanjeet.dhaliwal@aoshearman.com" <sanjeet.dhaliwal@aoshearman.com>, "emilywilliams@eip.com" <emilywilliams@eip.com>, "marwa.ateem@enyolaw.com" <marwa.ateem@enyolaw.com>
Bcc:
Date: Fri, 19 Jul 2024 09:47:21 +0000
Subject: COPA v Wright – Claim No IL-2021-000019; Wright & Ors v BTC Core & Ors – Claim No. IL-2022-000069 – Service of Injunction Order [B&B-M.FID12420388]

This email originated from outside the Firm.

PENAL NOTICE

IF YOU CRAIG STEVEN WRIGHT OR WRIGHT INTERNATIONAL

INVESTMENTS LIMITED OR WRIGHT INTERNATIONAL INVESTMENTS UK

LIMITED OR TULIP TRADING LIMITED DISOBEY THIS ORDER, YOU MAY BE

HELD TO BE IN CONTEMPT OF COURT AND PUNISHED BY A FINE,

To: IMPRISONMENT, CONFISCATION OF ASSETS OR OTHER PUNISHMENT

UNDER THE LAW.

Dear Dr Wright, Harcus Parker and Shoosmiths

Please see attached, by way of service, the sealed injunction order of Mr Justice Mellor dated 16 July 2024 (the "**Injunction Order**").

Pursuant to paragraph 9 of the Injunction Order, the requirement for personal service has been dispensed with. As such we are serving the Injunction Order using the email addresses for Dr Wright and his legal representatives as set out therein.

Yours faithfully

For Bird & Bird

Bird & Bird LLP
12 New Fetter Lane
London EC4A 1JP
United Kingdom

twobirds.com

Bird & Bird Logo

BIRD & BIRD

For information on the international legal practice comprising Bird & Bird LLP and its affiliated and associated businesses (together "Bird & Bird"), our offices, our members and partners, regulatory information and complaints procedure see www.twobirds.com/en/more-information/legal-notices

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Although we have taken steps to ensure that this email and attachments are free from malware, we cannot guarantee this. We therefore advise you that in keeping with good computing practice, the recipient should ensure the attachments are safe. You, as a recipient, take full responsibility for virus checking.

This email has been created in the knowledge that internet email is not a 100% secure communications medium and therefore, Tulip Trading Ltd does not accept legal responsibility for this message. The recipient is responsible for verifying its authenticity before acting on the contents. We advise that you understand this lack of security and take any necessary measures when emailing us.

_____

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Although we have taken steps to ensure that this email and attachments are free from malware, we cannot guarantee this. We, therefore, advise you that in keeping with good computing practice, the recipient should ensure the attachments are safe. You, as a recipient, take full responsibility for virus checking.

2 attachments

Bird&Bird **image001.png**
3K

Bird&Bird **image001.png**
3K

Craig Steven Wright <craig@tuliptrading.net>

FW: Website Notice

Conrad Druzeta <conrad.druzeta@turicum.ag> Wed, Jul 17, 2024 at 1:46 PM
To: Craig Wright <craig@tuliptrading.net>, Craig Wright <craig@rcjbr.org>
Cc: Trefor Williams <twilliams@diligence.com>

Craig,

See below. I have arranged that the webstite and X account comply with the order handed down the other day.

Apparently, you will need to add the notice to Slack yourself as no one else has access.

The notice is reproduced for your convenience below – everything after the “Annex”.

From: Eileen Brown <eileenb@amastra.co.uk>
Sent: Wednesday, July 17, 2024 8:28 AM
To: Conrad Druzeta <conrad.druzeta@turicum.ag>
Subject: RE: Website Notice

Hi Conrad,

The administrator of Metanet.ICU slack said that it is not possible for anyone else on Slack to add anything to Craig’s profile without knowing his login details. Unfortunately, I do not have these. Craig is simply a member on Slack – it his not his Slack channel so he has no overall rights.

You will need to ask Craig to add the message to his personal profile on the Metanet.ICU Slack channel.

Hope this helps.

Eileen Brown BSc. (Hons)

Lead Consultant, Amastra Media.

+44 7764 359 905

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> Dr Wright shall hereafter prominently display the notice prescribed in the Annex to this order (“**the Online Notice**”), without addition or qualification, at his own expense:

a. to all persons accessing the home page of the website at www.craigwright.net from 4pm on 18 July 2024 until 4pm on 18 January 2025, such notice to be in no smaller than 12-point type and immediately visible to all those visiting the said website;
b. by way of a pinned message at the top of the thread of messages, on all X (Twitter) accounts of his, including @Dr_CSWright and any other accounts in use by him from time to time, for the period from 4pm on 18 July 2024 until 18 October 2024; and
c. in all Slack channels in which he is a participant, including @CSW_Slack and MetanetICU. The Notice shall be so posted from 4pm on 18 July 2024 until 18 October 2024.

Annex

LEGAL NOTICE: DR CRAIG STEVEN WRIGHT IS NOT SATOSHI NAKAMOTO

On 20 May 2024, Dr Craig Steven Wright was found by the High Court of England and Wales to have been dishonest in his claims to have been the person behind the pseudonym Satoshi Nakamoto (the creator of Bitcoin).

The Court found that Dr Wright "lied to the Court extensively and repeatedly" in his evidence and that he attempted to create a false narrative by forging documents "on a grand scale" and presenting them in evidence. Overall, "all his lies and forged documents were in support of his biggest lie: his claim to be Satoshi Nakamoto." In advancing his false claim to be Satoshi through multiple legal actions, Dr Wright committed "a most serious abuse" of the process of the courts of the UK, Norway and the USA.

The High Court formally declared as follows:

***First**, that Dr Wright is not the author of the Bitcoin White Paper.*

***Second**, Dr Wright is not the owner of the copyright in the Bitcoin White Paper.*

***Third**, Dr Wright is not the person who adopted or operated under the pseudonym Satoshi Nakamoto in the period between 2008 and 2011.*

***Fourth**, Dr Wright is not the person who created the Bitcoin system.*

***Fifth**, Dr Wright is not the author of the initial versions of the Bitcoin Software.*

The full judgment, and its appendix detailing various forged documents created by Dr Wright, is accessible at the following URL: https://www.judiciary.uk/judgments/copa-v-wright/.

Dr Wright has been ordered not to commence any legal proceedings based on his false claims (by claim or counterclaim) or procure any other person to do so. He has also been ordered not to threaten any such proceedings (explicitly or implicitly) or procure any other person to do so.