

## Rights Under Promissory Estoppel

Under a promissory estoppel argument, Dr. Wright might not claim ownership of the name "Bitcoin" per se, but if there were an assurance that the protocol and its foundational elements were "set in stone" and he then built upon it in reliance on that assurance, he could argue he holds a right linked to the use of the name or system, akin to a vested interest.

Promissory estoppel in this scenario would focus on any promise or representation that Bitcoin's protocol or branding would remain unchanged. If it can be established that a promise was made (explicitly or implicitly) to maintain a stable foundation for Bitcoin's structure, and Dr. Wright acted in reliance on this assurance by dedicating resources or development efforts, he might then have an enforceable right or interest—though not outright ownership—based on that reliance. This right would be connected to the expectation created by the initial representation, and his reliance could, theoretically, give him standing to prevent actions that undermine or alter what was "set in stone."

Such a right would not equate to direct ownership of goodwill or trademark but would instead be a form of reliance-based protection, giving Dr. Wright a claim to uphold the protocol's consistency if deviations infringe upon his investment or commitment made under the promise of immutability.

In the context of Bitcoin, applying the concept of promissory estoppel would focus on Satoshi Nakamoto's assurances that the protocol was "set in stone." This promise of immutability, if relied upon by individuals like Dr. Wright who have invested in Bitcoin's original design and functionality, could indeed create enforceable rights, even if those rights do not translate into outright ownership of the Bitcoin name or protocol itself. Promissory estoppel would recognise a vested interest in maintaining the integrity of the protocol, particularly where individuals have relied on these assurances to their detriment by dedicating resources, development, or capital under the belief that the foundational elements of Bitcoin would remain unaltered.

Under English case law, the doctrine of promissory estoppel allows a party to prevent another from reneging on a promise when the promisee has relied on that promise to their detriment. The case of *Central London Property Trust Ltd v High Trees House Ltd* [1947] KB 130 established that if a party makes a clear representation intending another to act upon it, and the latter relies on it, that representation may be binding. Applying this to Bitcoin, Dr. Wright could argue that the foundational promise that Bitcoin's protocol was "set in stone" represented an assurance upon which he and others relied. If significant investments or contributions were made in reliance on this stability, they could assert that a departure from the original protocol breaches that foundational promise, invoking promissory estoppel to prevent deviation from the original design.

If Dr. Wright—and others following the original protocol—have acted on the assumption that Bitcoin's design would remain fixed, their reliance is akin to the regional producers in the Champagne analogy. In this case, their actions would not confer outright ownership of Bitcoin's name or protocol but would create a legitimate claim tied to the expectation of stability. This would mean that any modifications, like SegWit or Taproot, which alter Bitcoin's core mechanics, might be seen as infringing upon the rights established through reliance on the protocol's immutability.

This vested right, though not a direct ownership of goodwill or trademark, would serve as a reliance-based protection, allowing Dr. Wright to argue for the protocol's consistency and integrity under the original principles. This argument aligns with cases like *Combe v Combe* [1951] 2 KB 215, which clarified that promissory estoppel does not grant new rights in itself but prevents the promisor from acting in a way that contradicts the original promise if reliance is shown. Dr. Wright could thus

claim a right to uphold the original protocol if changes to it undermine the commitment he made, supported by the understanding that Bitcoin was “set in stone.”

By invoking promissory estoppel, Dr. Wright could also establish that individuals who follow the original protocol are similarly protected by this reliance. Such a position would not equate to ownership of Bitcoin’s name but rather confer a standing to maintain the protocol's adherence to its original promises, preventing others from redefining Bitcoin and, consequently, misrepresenting the original system. This aligns with English common law, which supports the idea that reliance on a clear representation of intention, such as Bitcoin’s protocol immutability, creates enforceable rights to prevent deviation if detriment and reliance can be demonstrated.

In sum, Dr. Wright’s claim would hinge on the argument that, like the Champagne designation, the original Bitcoin protocol represents a collective, region-like identity defined by immutability. Under promissory estoppel, anyone adhering to this original protocol could assert rights based on this shared reliance, fostering continuity and protecting the "goodwill" of the original design against modifications that could otherwise infringe on the expectations initially established by Satoshi Nakamoto’s representation.