To provide a fully extended and rigorous analysis, distinguishing Dr. Wright's position under promissory estoppel from the concept of collective ownership as seen in Champagne cases, it is essential to explore the nature of ownership, rights, and goodwill in a detailed, multi-layered manner. This analysis will examine the legal and philosophical foundations of ownership in English law, how collective rights function in geographically protected products like Champagne, and the role of promissory estoppel as a reliance-based right rather than a proprietary claim. By doing so, we can delineate the scope of Dr. Wright's interest in Bitcoin as distinct from any proprietary or ownership-based claim, clarifying why his reliance under promissory estoppel does not confer rights in the Bitcoin name or system but rather secures his adherence to an immutable protocol.

Ownership in English Law: Control, Exclusivity, and Transferability

Ownership in English law is one of the most comprehensive rights a person or entity can have over property, including both tangible and intangible assets. Ownership encompasses a range of rights—commonly referred to as a "bundle of rights"—that include the right to possess, use, modify, transfer, and exclude others. English law traditionally views ownership as providing extensive control over an asset, granting the owner the ability to utilise it to the fullest extent, unless legally restricted.

1. **Fundamental Characteristics of Ownership**: In English legal thought, ownership signifies dominion and control, a legal right that enables an individual to exercise substantial power over the asset. This control includes the right to transfer, alter, or destroy the asset, highlighting ownership's comprehensive nature. In *Armory v Delamirie* (1722) 1 Strange 505, ownership was implicitly described as an entitlement enforceable against the world, allowing the owner to exercise their will over the asset and exclude others.

2. **Ownership of Intangibles: Goodwill as Proprietary Interest**: The concept of ownership extends beyond physical objects to include intangible assets, such as goodwill. Goodwill is often defined as the reputation or recognition that draws custom to a business, and it is considered an intangible asset that attaches to the entity generating it. *Inland Revenue Commissioners v Muller & Co's Margarine Ltd* [1901] AC 217 highlights that goodwill, as an asset, encompasses the proprietary interest in consumer loyalty and reputation, acting as an "attractive force" for business. Lord Macnaghten's explanation in *Muller* characterises goodwill as inherently tied to the business itself, transferrable upon sale, and protected by passing-off actions, which underscore its proprietary nature.

3. **Rights of Ownership vs. Rights Based on Usage or Reliance**: Ownership includes enforceable rights against third parties, enabling the owner to prevent misuse, misrepresentation, or unauthorised exploitation of the asset. This is evident in cases like *AG Spalding & Bros v AW Gamage Ltd* [1915] 84 LJ Ch 449, which emphasises that goodwill as ownership confers the power to stop others from trading on the goodwill's reputation without permission. This sets a high threshold, where ownership is an enforceable right that protects the asset's integrity and prevents unauthorised appropriation.

Ownership in Collective Designations: The Champagne Case as a Model of Collective Goodwill

The Champagne case represents a unique model in which ownership of the name "Champagne" is not held by individual winemakers but is vested collectively in the Champagne region. This model, enforced under French and EU law, illustrates a geographically defined form of collective ownership, wherein individual producers have a right to use the name provided they adhere to specific production standards. This structure differs fundamentally from traditional ownership as it operates under collective rights linked to geographical designation and regulatory control, rather than individual, transferrable ownership.

1. **Geographical Indications and Appellation d'origine Contrôlée (AOC)**: The Champagne designation is protected under the appellation d'origine contrôlée (AOC) and the European Union's Protected Geographical Indication (PGI) frameworks, ensuring that only wines from the Champagne region that meet rigorous standards may bear the "Champagne" name. In *Comité Interprofessionnel du Vin de Champagne v Aldi Süd Dienstleistungs-GmbH* (C-393/16), the CJEU held that Champagne is a geographical indication that must remain exclusive to products genuinely originating from the defined area. This decision highlights the collective nature of the Champagne designation, where the region as a whole holds enforceable rights to the name, not individual winemakers.
2. **Rights to Use Without Proprietary Control**: The right to use the "Champagne" designation is restricted to producers within the Champagne region who comply with prescribed standards, but individual winemakers do not own goodwill in the name independently. Instead, they share in the collective goodwill protected by the Comité Interprofessionnel du Vin de Champagne (CIVC). This regulatory body acts as a custodian, ensuring that the name "Champagne" is reserved exclusively for wines meeting the AOC standards, preventing dilution of the Champagne name by producers outside the region or those within the region who do not meet the required standards.
3. **Control and Enforcement by Collective Bodies**: Under the Champagne model, the control of the designation resides with the CIVC, which enforces compliance with the AOC standards. The collective ownership framework ensures that the goodwill associated with "Champagne" is maintained without individual proprietary claims by winemakers. This is a critical point of distinction from traditional ownership, as the control rests with a collective entity rather than with individual stakeholders, ensuring uniformity and preventing individual alteration.
4. **Goodwill as a Collective Asset in Geographical Indications**: The goodwill associated with Champagne, therefore, exists as a pooled asset for the entire region, with individual producers benefiting from its reputation through their adherence to collective standards. This model aligns with the EU's intent to protect regional authenticity, as exemplified in PGI frameworks, establishing collective rights in the goodwill of regional names to protect reputation and prevent misleading use outside the designated area. This contrasts significantly with traditional proprietary ownership, which provides individual, transferable control over the asset.

Dr. Wright's Position: Reliance-Based Rights Through Promissory Estoppel

Dr. Wright's reliance on the promise that Bitcoin's protocol was "set in stone" does not confer ownership or proprietary rights in the name "Bitcoin." Rather, his position is grounded in promissory estoppel, which provides a reliance-based right without the ability to control, alter, or exclusively claim the asset. Promissory estoppel operates under equity to prevent a promisor from deviating from an assurance upon which the promisee has relied to their detriment.

1. **Promissory Estoppel in English Law: Protecting Reliance Without Ownership**: Promissory estoppel, as established in *Central London Property Trust Ltd v High Trees House Ltd* [1947] KB 130, functions as a defensive right to prevent unjust outcomes where reliance has occurred. Promissory estoppel is limited to preventing the promisor from retraction and does not create new or proprietary rights for the promisee. *Combe v Combe* [1951] 2 KB 215

further clarifies that promissory estoppel is a shield, not a sword, meaning it does not confer ownership or control but secures the promisee's reliance position.

2. **Dr. Wright's Position as Reliance, Not Ownership**: Under promissory estoppel, Dr. Wright's right is confined to following the original protocol of Bitcoin based on the promise that it was "set in stone." This reliance-based right does not allow him to alter the protocol, control the name "Bitcoin," or claim goodwill, as these would be powers vested in proprietary ownership. Instead, his position is akin to the user-rights seen in collective designations, where he has a right to continue using the protocol as originally intended without the control or exclusivity granted by ownership.
3. **No Enforceable Rights Against Third Parties**: Unlike the collective ownership in Champagne, where the CIVC enforces compliance, promissory estoppel provides no such enforceable rights against third parties. Dr. Wright's right is personal and does not extend to preventing others from modifying or using Bitcoin differently. This distinction is crucial, as it illustrates that promissory estoppel does not create rights in the name "Bitcoin" but merely protects Dr. Wright's adherence to the protocol's original form.

Distinguishing Promissory Estoppel from Collective Ownership in Champagne

The collective ownership in Champagne, which grants enforceable rights over the designation, fundamentally differs from the reliance-based protection of promissory estoppel. Champagne's model illustrates that a group can exercise control over a name without individual proprietary rights, while promissory estoppel allows only for reliance without control or enforceability.

1. **Collective Ownership and Enforcement**: The Champagne framework provides enforceable rights over the designation through a regulatory body, a feature absent in promissory estoppel. Dr. Wright's reliance under promissory estoppel lacks collective authority, enforceability, or regulatory control, distinguishing his position from Champagne's protected designation.
2. **Ownership vs. Reliance-Based Use**: Champagne's goodwill is collectively owned by the region, granting exclusive rights enforceable through the CIVC. Dr. Wright's position under promissory estoppel, however, provides only a right to follow the original protocol without proprietary interest or collective protection. This reliance on a promise of immutability is personal and lacks the power associated with collective goodwill ownership.
3. **No Ability to Alter or Enforce Exclusivity**: Champagne's model includes the ability to exclude non-compliant or non-regional producers. Dr. Wright's reliance does not enable him to enforce exclusivity or alter the protocol, as promissory estoppel does not confer ownership rights. Unlike Champagne producers who benefit from a collective right to exclude, Dr. Wright's claim is limited to his continued adherence without the capacity to control third-party use of "Bitcoin."

Application to Dr. Wright's Claim: Rights Without Ownership or Control

English case law on ownership and promissory estoppel underscores that Dr. Wright's position does not equate to ownership of Bitcoin. His reliance-based right aligns with the integrity of the original protocol, not with control, alteration, or the ability to prevent third-party usage. This reliance lacks the enforceability and exclusivity found in both Champagne's collective ownership and traditional proprietary rights in goodwill.

1. **Rights to Follow Without Ownership**: Promissory estoppel grants Dr. Wright the right to follow the original protocol but does not create a proprietary claim over the Bitcoin name. This reliance-based right reflects a commitment to protocol immutability but lacks the authority of collective goodwill or the control of proprietary ownership.
2. **Distinction from Collective Ownership Models**: Unlike Champagne, where the CIVC acts as a custodian of collective rights, Dr. Wright's position lacks any similar mechanism of enforceable control. His reliance-based right under promissory estoppel does not impose constraints on third parties or define exclusivity, confining him to the original protocol without extending enforceable rights over the "Bitcoin" name.

Conclusion: The Legal Limitation of Dr. Wright's Reliance-Based Right

Dr. Wright's reliance on promissory estoppel grants him the right to follow the original Bitcoin protocol, akin to a user-right without control or ownership. This right, while personal and enforceable against the promisor, does not confer the collective enforcement, exclusivity, or proprietary interest seen in Champagne's collective ownership model. Consequently, Dr. Wright's position under promissory estoppel does not contravene the court's restriction on claiming goodwill or proprietary rights in Bitcoin. His interest is limited to adherence to the original protocol, a conditional right that contrasts with both traditional ownership and the collective ownership seen in Champagne's designation.