



IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
CHANCERY DIVISION

INTELLECTUAL PROPERTY LIST

BETWEEN:

CRYPTO OPEN PATENT ALLIANCE

(for itself and as Representative Claimant on behalf of Square, Inc., Payward Ventures, Inc. (DBA Kraken), Microstrategy, Inc., and Coinbase Global, Inc.)

Claimant

– and –

CRAIG STEVEN WRIGHT

Defendant

REPLY

1. References in this Reply adopt the terms of the Particulars of Claim.
2. Save insofar as it consists of admissions or is admitted below, the Claimant joins issue with the Defendant upon each and every allegation in his Defence.
3. For the avoidance of doubt, the Claimant denies all claims that Wright is Satoshi as set out in the Defence for the reasons set out in the Particulars of Claim and so any lack of reply to any such claims shall not be taken as an admission. Wright is required to prove each and every assertion that he relies on to claim that he is Satoshi.
4. As to paragraph 6, it is denied that Wright registered the SourceForge accounts, because he is not Satoshi. Wright is put to proof of such registrations.



5. As to paragraph 7, it is denied that Wright: (1) created the Bitcoin.org Website; and (2) had previously uploaded the Bitcoin White Paper to the Bitcoin.org Website.
6. As to the final sentence of paragraph 10, it is admitted that the Genesis Block was not ‘mined’ but created as the base block in the blockchain for Bitcoin.
7. As to paragraph 13, the capitalised version of ‘Bitcoin’ is used to mean different things in the Defence. For the avoidance of doubt, the common understanding is that Bitcoin (which has the ticker symbol BTC) refers to the cryptocurrency that was developed by Satoshi in 2008, whereas Bitcoin SV (which has the ticker symbol BSV) is the competing cryptocurrency associated with Wright. The Defence seeks to elide these two (as set out further below) but they are distinct cryptocurrencies. Furthermore, the value of these two currencies is different.
8. As to paragraph 13(2), it is denied that Wright worked on earlier ‘concepts’ for many years previously that led to the Bitcoin White Paper. Wright is put to proof of all work he claims is antecedent to the Bitcoin White Paper.
9. As to paragraphs 16(2) and 17(2), these are noted. They are examples within the Defence of Wright seeking to create disagreement based on a hyper-technical, cramped, and pedantic reading of the Particulars of Claim. Such an approach is also evident in the Request for Further Information dated 14 May 2021. It is averred that these differences are being relied upon by Wright in his Defence in order to manufacture the appearance of difference, where there is no substantive disagreement and when he fully understands the point being made against him.
10. As to paragraph 21, the Claimant does not say that there is any abandonment; their case is that Wright had no rights to abandon. The Claimant will say the authorial intent of the Bitcoin White Paper (along with the Bitcoin Software) being released under the MIT License and under a pseudonym show that Satoshi sought to ensure that all aspects of Bitcoin would be free and available for all to use (including the Bitcoin White Paper). Wright’s assertions that he is the owner of the copyright, and that he wishes to use that claim to restrict the use of the Bitcoin White Paper, run contrary to that clear authorial intent. It is averred that this factor demonstrates that Wright is not Satoshi, as the manner in which Wright



is approaching, and asserting, ownership runs counter to how Satoshi wanted the Bitcoin White Paper and Bitcoin Software to be available as open source.

11. The last sentence of paragraph 24 is a further example of Wright claiming to misunderstand the claim against him when it is clear. The word ‘validate’ clearly means that Wright has failed to prove that he is Satoshi.
12. As to paragraph 25, this is not admitted and Wright is put to proof of each and every individual with whom he claims to have: (1) discussed the release of Bitcoin; and (2) notified that he was working on the Bitcoin project.
13. As to the final sentence of paragraph 27, the allegation is clear and is not vague. Wright has failed to properly address the allegation in his Defence. It is averred the reason for this is that, because Wright is not Satoshi, he cannot answer the case put to him in the Particulars of Claim.
14. As to paragraph 28, the Claimant notes that the Defence omits pleading back to the allegation contained in the second sentence of paragraph 18, including sub-paragraph 18.1 and 18.2. Whilst the Defence has a general blanket denial of matters not pleaded to, these sub-paragraphs should have been responded to in circumstances where Wright must take a position on the matters asserted against him. Wright’s response in paragraph 29 (including the sub-paragraphs thereto) does not address the assertions set out in paragraph 18 of the Particulars of Claim.
15. As to paragraph 32(2), the assertions made by Wright therein are noted, as is his statement that the extract is selective. Wright has chosen to advance no positive case on why this selective extract is changed by the context, nor has he advanced any purported additional information to shed light on such context. It is averred that any context would not change the plain meaning of the extract reproduced in paragraph 19 of the Particulars of Claim. Should Wright wish to rely upon the extract as not being representative of the whole interview, he is put to proof of the contents of the full interview.
16. As to paragraph 33(1), second sentence, this is noted but the Claimant will aver that Wright did not at the time, nor until years later, disavow those edits.



17. As to paragraph 33(4), the Claimant notes that Wright does not advance a positive case that he did not see or comment on the 3 May blog post (the “3 May Post”), instead his case is that he was not in a fit state to make an informed decision. It is averred that he did see the post before it was published and therefore actively chose not to object to it. Furthermore, it was not until many years later that he even raised this *ex post facto* objection. Wright is put to proof of his medical claims as at that date as alleged in this paragraph. Wright is also put to proof that if this medical issue was only temporary, why he did not then raise an objection. Furthermore, the Claimant will rely on the fact that the apparent draft of the 3 May Post (the “3 May Draft Post”) stated:

“So, over the next several days, I will be posting a series of pieces that will lay the foundations for this extraordinary claim, which including signing a message with the “Satoshi” PGP key (which I am in possession of, but which I never actually used publicly, so is hardly dispositive in itself), posting independently-verifiable documents and evidence regarding some of the false allegations that have been publicly made, and finally transferring Bitcoin from block 9 (the so-called “Hal Finney block”).”

“So, over the ~~next several~~ coming days, I will be posting a series of pieces that will lay the foundations for this extraordinary claim, ~~which including signing a message with the “Satoshi” PGP key (which I am in possession of, but which I never actually used publicly, so is hardly dispositive in itself),~~ posting independently-verifiable documents and evidence ~~regarding~~ addressing some of the false allegations that have been ~~publicly made~~ levelled, and ~~finally~~ transferring Bitcoin from ~~block 9 (the so-called “Hal Finney an early block”).”~~

(Comparison between the 3 May Post and the 3 May Draft Post)

18. The Claimant will rely on the fact that in the 3 May Draft Post the author, whether that was in fact Wright or someone else, clearly believed that Wright could prove his claim to be Satoshi because Wright was in possession of the Satoshi PGP key. In the premises, either Wright wrote this draft and then edited that out, or alternatively the author of 3 May Draft Post had been told by Wright that he had the Satoshi private key. At a bare minimum, the 3 May Draft Post reflects that



Wright had asserted, at least in private, that he was in possession of the Satoshi private key and that he could use it to prove that he was Satoshi.

19. As to paragraph 34, it is denied that Wright has ever privately demonstrated his ability to make transactions concerning the early blocks in the Bitcoin Blockchain. Specifically, he is put to proof that he demonstrated that he could make such transactions to Gavin Andresen, Jon Matonis, Rory Cellan-Jones and Ludwig Siegele.
20. Paragraph 36 is a further example of the Defence manufacturing confusion or conflating matters that are clearly set out in the Particulars of Claim. The April 2016 interviews and the 2 May blog post (the “**2 May Post**”) (along with the 3 May Post) were all part of the same activity that Wright undertook to try and support his claim that he was Satoshi. Paragraphs 23 to 25 of the Particulars of Claim do not, however, make reference to the 2 May Post and the Defence therefore does not address paragraphs 23 to 25. It is averred that Wright’s failure to plead to the Claimant’s case in respect of Sartre Message is because he is aware that it does not show that he is Satoshi, as he has previously claimed.
21. Paragraphs 45 and 46 are noted. Furthermore, the Claimant will rely on the fact that Wright has advanced a positive case that the extract published was not asserted to be from 2001, yet Wright advances no specific case as to what the Twitter post was asserting. Wright is put to proof of all matters he asserts in relation to the BlackNet Abstract and its alleged creation and derivation.
22. As to paragraphs 49 and 50, the Claimant notes that Wright asserts that he sent an email on 12 March 2008 to David Kleiman and he is required to prove such assertion, including the server from which the email originated.
23. As to paragraph 57, if Wright says that the US copyright registration is proof of ownership and/or that he is Satoshi, it is denied that it amounts to any such proof. Otherwise, the relevance of paragraph 57 is not understood and therefore not admitted.
24. As to paragraph 59, it is averred that if Wright has the claimed level of technical knowledge that he purports to have, then he must understand the case against him



here. In the premises, this non-admission is taken as an admission, as those matters are within his knowledge and Wright has chosen not to answer the allegation against him.

25. As to paragraph 78, it is noted that Wright denies that Bitcoin is a cryptocurrency but advances no explanation of why he states that.
26. As to paragraph 79(1), Wright here intentionally conflates two things and calls them both 'Bitcoin'. Bitcoin (i.e. BTC) is not the same as Bitcoin SV (i.e. BSV).
27. As to paragraph 80, the meaning of 'Bitcoin' is clearly a reference to Bitcoin (i.e. BTC), not Bitcoin SV (i.e. BSV). It is averred that Wright's attempts to elide these two different cryptocurrencies are part of his overall commercial strategy to try to promote a competing version of the Bitcoin cryptocurrency by claiming that Bitcoin SV is somehow the 'true' version of Bitcoin.
28. As to paragraph 84(2)(d), the court excluded the judicial determination regarding Wright's credibility from being admitted on the grounds that such evidence would unfairly lead the jury to reach the same conclusion. However, the underlying evidence of Wright's acts undermining his credibility were admissible. It is those underlying acts that will be put to Wright in these proceedings in cross-examination.
29. As to paragraph 85(1), the court concluded he was evasive in discovery and made affirmative misleading factual statements to the Court. The total number of documents Wright produced is irrelevant, as Wright failed to, when asked, produce information about where his assets were, instead giving evasive responses. These matters will be put to Wright in these proceedings in cross-examination.
30. As to paragraph 85(3), Wright only withdrew the email when it was determined it was a forgery. Up to that point, he was willing to rely upon it.
31. As to paragraph 91, it is denied that Wright can challenge the jurisdiction of the English courts. Wright chose not to file a jurisdiction challenge within the

required time frame and is therefore deemed to have accepted jurisdiction pursuant to CPR 11.

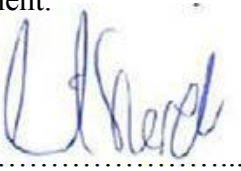


NICHOLAS SAUNDERS QC

JONATHAN MOSS

Statement of Truth

The Claimant believes that the facts stated in this Reply are true. The Claimant understands 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. I am duly authorised by the Claimant to sign this statement.

Signed 

Full name: Philip Nathan Sherrell

Position or office held: Partner, Bird & Bird LLP

Dated: 19 July 2021

SERVED this 19 day of July 2021 by Bird & Bird LLP of 12 New Fetter Lane,
London EC4A 1JP, Solicitors for the Claimant.