

# Alyeska responds to 'Arctic John' Etalook ruling

By Bill Hess

Tundra Times

Alyeska Pipeline Service contends it acted in a "straitforward" manner and reached a "fair and equitable agreement" when it built the Trans Alaska Pipeline across the Native Allotment belonging to Arctic John Etalook.

Etalook won his suit against the pipeline company and the State of Alaska in late August but news of the victory was just released. The U.S. District court ruled that the state and company had not followed proper legal procedure when they crossed his Native allotment and paid him some money after the fact.

Alyeska declined comment at the time, saying they might have something to say later on. Late last week, they issued a press release on the matter, while still declining to discuss the merits of the case with reporters.

Alyeska is the company which built and now services the pipeline for the different oil companies which own it. Spokesperson Kay Herring said the company has not yet determined what further action, if any, it plans to take.

"We strenuously object to any suggestions that Alyeska did not deal fairly with Mr. Etalook or any other Native allotment applicants in obtaining easements across Alaska

lands," the release said.

In securing rights of way, the release said, Alyeska first examined records "to make the best possible determination of land ownership, and then undertook to acquire rights-of-way from the parties having interest of record in the lands."

In several cases, there were lands which had been applied for under the Native Allotment Act of 1906, but on which patent had not yet been issued. "Discussion with federal agencies revealed there were no explicit, clear lines of authority or procedure applying to such cases," the release read.

It stated that those who had filed the allotment applications were dealt with, sometimes with legal council or other advice but always after the U.S. Bureau of Indian Affairs had been advised to come up with a fair agreement.

"Alyeska agreed with the BIA at the time that the company might have to pay any amount of a later, higher-appraised value, as determined by the BIA," the release

stated.

"Nonetheless, it was understood that if the person who had made application for the land allotment accepted payment of an agreed amount from Alyeska, construction could proceed across the land without objection by the BIA.

The release said that in the "Arctic John" case, agreement was reached with Etalook, an advisor, two interpreters, an Alaska Legal Services attorney and BIA personnel to a payment of \$25,000 for a pipeline and haul road easement across his property. Later on, an additional \$3,500 was paid for an easement across "a small, additional piece of land."

After construction, the BIA appraised the land acquired from Etalook as being worth only \$5,900, according to the release.

"Thus, Alyeska had paid Mr. Etalook an amount accepted by him at the time . . . which was nearly five times the appraised value of the right-of-way access across the land as

determined by the BIA, and all according to a procedure approved by the BIA.

Clem Stephenson, Etalook's attorney successfully argued that the case was not properly done before U.S. District Judge James von der Heydt. According to Stephenson, the procedures used to obtain the right-of-way were done more for keeping a tight construction schedule going than for fairness to land owners.

Alyeska pipeline employees came on Etalook's land when he was in Fairbanks for medical treatment, Stephenson said. They found unopened mail at his cabin, which Stephenson said was only natural because, while the elderly Inupiat may be fluent and literate in his own tongue, he neither speaks nor writes English.

Because they were in a hurry to get the work done, Stephenson contends, they did not properly check into the status of Etalook and his land. When Etalook finally made contact with Alyeska, the state had al-

ready gone ahead and constructed the haul road across his property, and Alyeska informed him that the pipeline could not be stopped, Stephenson said.

Etalook agreed feeling he had little choice, but had certain conditions written into the contract, according to Stephenson. Alyeska and the state failed to honor a single one of these agreements, he added.

Those agreements would have included having a special road built for Etalook from the haul road to his home, having an area cleared where he could park cars and trucks and perhaps put up a building, having a sign erected which would say "Arctic John's Native Allotment," and a guarantee of access to the haul road.

Stephenson described what happened as trespass, and noted that after Arctic John received patent to the land, the BIA agreed that Alyeska and the state had acted improperly.