

without the consent of the plaintiff in the action, shall operate as a complete discharge of the lien until the costs in the action shall be refunded to the plaintiff; and he may release any assessment upon the books of his office, on the production to him of the receipt of the party or his assigns, to whom the assessment and warrant were issued; and if any contractor shall fail to return his warrant within the time and in the form provided in this section, he shall thenceforth have no lien upon the property assessed; *provided*, however, that in case any warrant is lost, upon proof of such loss, a duplicate can be issued, upon which a return may be made, with the same effect as if the original had been so returned. After the return of the assessment and warrant as aforesaid, all amounts remaining due thereon shall draw interest at the rate of one per cent. per month, until paid.—
[Amendment, March 29, 1870.]

SEC. 11. The owners, whether named in the assessment or not, the contractor or his assigns, and all other persons directly interested in any work provided for in this Act or in the assessment, feeling aggrieved by any act or determination of the Marshal in relation thereto, or having or making any objection to the correctness or legality of the assessment or other act, determination or proceeding of the Marshal, shall, within thirty days after the date of the warrant, appeal to the City Council, as provided in this section, by briefly stating their objections in writing, and filing the same with the Clerk of said City Council. Notice of the time and place of the hearing, briefly referring to the work contracted to be done, or other subject of appeal, and to the acts, determinations or proceedings objected to or complained of, shall be published for five days. Upon such appeal, the said City Council may remedy and correct any error or informality in the proceedings, and revise and correct any of the acts or determinations of the Marshal relative to said work; may confirm, set aside, alter, modify or correct the assessment in such manner as to them shall seem just, and require the work to be completed according to the directions of the City Council; and may instruct and direct the Marshal to correct the warrant, assessment or diagram in any particular, or to make and issue a new warrant, assessment, and diagram, to conform to the decisions of said City Council in relation thereto, at their option. All the decisions and determinations of said City Council, upon notice and hearing as aforesaid, shall be final and conclusive upon all persons entitled to an appeal under the provisions of this section, as to all errors, informalities and irregularities which said City Council might have remedied and avoided; and no assessment shall be held invalid, except upon appeal to the City Council, as provided in this section, for any error, informality, or other defect in any of the proceedings prior to the assessment, or in the assessment itself, where notice of the intention of the City Council to order the work to be done, for which the assessment is made, has been actually published in a newspaper of said city for the length of time prescribed by law, before the passage of the

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