

FORM OF THE WARRANT.

"By virtue hereof, I [name of Marshal], Marshal of the City of Oakland, County of Alameda, and State of California, by virtue of the authority vested in me as said Marshal, do authorize and empower [name of contractor] [his or their] agents or assigns, to demand and receive the several assessments upon the assessment and diagram hereto attached, and this shall be [his or their] warrant for the same.

"OAKLAND [date], 186—.

"[Name of Marshal.]

"Marshal of City of Oakland.

"Countersigned by [name of], Mayor.

Said warrant, assessment, and diagram shall be recorded in the office of said Marshal. When so recorded, the several amounts assessed shall be a lien upon the lands, lots, or portions of lots assessed, respectively, for the period of two years from the date of said recording, unless sooner discharged; and from and after the date of said recording of any warrant, assessment, and diagram, all persons mentioned in section eleven of this Act shall be deemed to have notice of the contents of the record thereof. After said warrant, assessment, and diagram are recorded, the same shall be delivered to the contractor, or his agent or assigns, on demand, but not until after the payment to the said Marshal of the incidental expenses not previously paid by the contractor or his assigns; and by virtue of said warrant, said contractor, or his agents or assigns, shall be authorized to demand and receive the amount of the several assessments made to cover the sum due for the work specified in such contracts and assessments.

SEC. 10. The contractor or his assigns, or some person in his or their behalf, shall call upon the persons assessed, or their agents, if they can conveniently be found, and demand payment of the amount assessed to each. If any payment be made, the contractor, his assigns, or some person in his or their behalf, shall receipt the same upon the assessment in presence of the person making such payment, and shall also give a separate receipt if demanded. Whenever the person so assessed, or their agents, cannot conveniently be found, or whenever the name of the owner of the lot is stated as "unknown" on the assessment, then the said contractor or his assigns, or some person in his or their behalf, shall publicly demand payment on the premises assessed. The warrant shall be returned to the Marshal within thirty days after its date, with a return endorsed thereon, signed by the contractor or his assigns, or some person in his or their behalf, verified upon oath, stating the nature and character of the demand, and whether any of the assessments remain unpaid, in whole or in part, and the amount thereof. Thereupon the Marshal shall record the return so made, in the margin of the record of the warrant and assessment, and also the original contract referred to therein; if it has not already been recorded at full length in a book to be kept for that purpose in his office, and shall sign the record. The said Marshal is authorized at any time to receive the amount due upon any assessment list and warrant issued by him, and give a good and sufficient discharge therefor: *provided*, that no such payment so made after suit has been commenced, 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

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J. S. G. GORDON is the pioneer ice man. Office, 469 Ninth Street.