

the land previous to any grading thereon, shall be included in the assessment, and the work he shall be determined to have done at his own expense shall be credited to him at the contract rate; *provided*, that in making the assessment to cover the expense of any work mentioned in this section, the said Superintendent may deviate from its provisions, and assess such lots and lands fronting on any street, lane, alley, place, or court, as he may decide liable to assessment for said work, which decision may be appealed from as hereinafter provided.

Twelve. Section one of an Act entitled "An Act amendatory of and supplementary to an Act to provide Revenue for the support of the Government of this State," approved April twenty-ninth, eighteen hundred and fifty-seven, approved April nineteenth, eighteen hundred and fifty-nine, shall not be applicable to the provisions of this section, but the property therein mentioned shall be subject to the provisions of this Act, and to be assessed for work done under the provisions of this section.—[Amendment April 25, 1863.]

SEC. 9. After the contractor of any street work has fulfilled his contract to the satisfaction of the Superintendent or Board of Supervisors, on appeal, the Superintendent shall make an assessment to cover the sum due for the work performed and specified in such contracts (including incidental expenses, if any) in conformity with the provisions of the preceding section, according to the character of the work done, or, if any directions and decision shall be given by said Board on appeal, then in conformity with such direction and decision; which assessment shall briefly refer to the contract, the work contracted for and performed, and shall show the amount to be paid therefor, together with the incidental expenses, if any; the rate per front foot assessed; the amount of each assessment; the name of the owner of each lot, or portion of a lot (if known to the Superintendent); if unknown, the word "unknown" shall be written opposite the number of the lot, and the amount assessed thereon; the number of each lot, or portion of a lot, assessed; and shall have attached thereto a diagram, exhibiting each street, or street crossing, lane, alley, place, or court, on which any work has been done, and showing the relative location of each distinct lot, or portion of a lot, to the work done, numbered to correspond with the numbers in the assessments, and showing the number of feet fronting assessed for said work contracted for and performed.

SEC. 10. To said assessment shall be attached a warrant, which shall be signed by the Superintendent, and countersigned by the Auditor of said city and county, who, before countersigning it, shall examine the contract, the steps taken previous thereto, and the record of assessments, and must be satisfied that the proceedings have been legal and fair. The said warrants shall be substantially in the following form:

FORM OF THE WARRANT.

"By virtue hereof, I, [name of Superintendent] Superintendent of Public Streets and Highways of the City and County of San Francisco, and State of California, by virtue of the authority vested in me as said Superintendent, 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. San Francisco, [date] 186—. [Name of Superintendent.] Superintendent of Public Streets and Highways. Countersigned by [name of Auditor] Auditor."

Said warrant, assessment, and diagram shall be recorded. 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, assessments, and diagrams, all persons mentioned in section twelve 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 Superintendent of the incidental expenses not previously paid by the contractor, or his assigns. And by virtue of said warrants, said contractor, or his agent 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 assessment.

SEC. 11. The contractor, or his agent or assigns, shall call upon the persons so 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 or his agent 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 persons 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 agent or assigns, shall publicly demand payment on the premises assessed; the warrant shall be returned to the Superintendent within ten days after its date, with a return indorsed thereon, signed by the contractor, or his agent or assigns, verified upon oath, stating the nature and character of the demand, and whether any of the assessments