

remain unpaid, in whole or in part, and the amount thereof; thereupon the Superintendent 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. All warrants, assessment lists, and diagrams heretofore issued or delivered by said Superintendent to any person or persons, shall be returned to said Superintendent within sixty days from and after the approval of this Act, and in all cases where warrants shall not be returned within the sixty days limited as aforesaid, any liens created thereby shall be and are hereby released and discharged, as if the same had been paid; *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. The Superintendent is authorized at any time to receive the amounts due upon any assessment list and warrant issued by him, and give a good and sufficient discharge therefor; 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 was 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.—[Amendment April 25, 1863.]

SEC. 12. The owner, contractor, or his assigns, and all persons, whether named in the assessment or not, and all persons directly interested in any work provided for in this Act, or in the said assessment, feeling aggrieved by any of the acts or determinations aforesaid of the said Superintendent in relation thereto, or having or making any objection to the correctness or legality of the assessment, shall, within fifteen days after the date of the warrant, appeal to the Board of Supervisors, as provided in this section, by briefly stating their objections in writing, and filing the same with the Clerk of said Board. 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 or determinations objected to or complained of, shall be published for five days. The said Board may correct, alter, or modify said assessment in such manner as to them shall seem just, and may instruct and direct the Superintendent to correct said warrant, assessment, or diagram, in any particular, and to make and issue a new warrant, assessment, and diagram, to conform to the decisions of said Board in relation thereto, at their option. All the decisions and determinations of said Board 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 and irregularities which said Board could have remedied and avoided. The said warrant, assessment, and diagram shall be held *prima facie* evidence of the regularity and correctness of the assessment, and of the prior proceedings and acts of the said Superintendent, and of the regularity of all the acts and proceedings of the Board of Supervisors upon which said warrant, assessment, and diagram are based.—[Amendment April 25, 1863.]

SEC. 13. At any time after the period of fifteen days from the day of the date of the warrant as hereinbefore provided, or if an appeal is taken to the Board of Supervisors, as is provided in section twelve of this Act, any time after five days from the decision of said Board, or after the return of the warrant or assessment, after the same may have been corrected, altered, or modified, as provided in section twelve of this Act, (but not less than fifteen days from the date of the warrant) the contractor or his assignee may sue, in his own name, the owner of the lands, lots, or portions of lots assessed, on the day of the date of the recording of the warrant, assessment, and diagram, or on any day thereafter during the continuance of the lien of said assessment, and recover the amount of any assessment remaining due and unpaid. Suit may be brought in any Court in said city and county having jurisdiction of the amount to recover which suit is brought; said Courts are hereby clothed with jurisdiction to hear and determine such actions. The said warrant, assessment, and diagram, with the affidavit of demand and non-payment, shall be *prima facie* evidence of such indebtedness and of the right of the plaintiff to recover in the action. The Court in which suit shall be commenced shall have power to adjudge and decree a lien against the premises assessed, and to order such premises to be sold on execution, as in other cases of sale of real estate, by the process of said Courts; and on appeal, the Appellate Courts shall be vested with the same power to adjudge and decree a lien, and to order to be sold such premises on execution or decree, as is conferred on the Court from which an appeal is taken. Such premises, if sold, may be redeemed as in other cases. In all suits now pending or hereafter to be brought to recover street assessments, the proceedings therein shall be governed and regulated by the provisions of this Act, and also, when not in conflict herewith, by the Civil Practice Act of this State. This Act shall be liberally construed to effect the ends of justice.—[Amendment April 25, 1863.]

SEC. 14. The Superintendent of Public Streets and Highways may require at his option, by notice in writing, to be delivered to them personally, or left on the premises, the owners, tenants, or occupants of lots, or portions of lots liable to be assessed for work done under the provisions of this Act, to improve forthwith any of the work mentioned in section three of this Act, in front of the property of which he is the owner, tenant, or occupant, to the center of the street, or otherwise, as the